

### Texas Department of Motor Vehicles Business Unit # 60800

Purchase Order # 0000011763

NET30 Freight FOB Ship Via: US MAIL PCC: I Date: 09/22/22 PO Method: CP Dispatch: Dispatch Rev Dt: Payment

Terms: Terms: Destination

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

TOSHIBA AMERICA BUSINESS SOLUTIONS INC 1P03 - Austin Region Vendor: Ship To: 1001 E. Parmer Lane, Ste. A

DBA TOSHIBA BUSINESS SOLUTIONS, USA

FILE 57202

LOS ANGELES CA 90074-7202

**United States** 

Bill To: 4000 Jackson Avenue

> Austin TX 78731 United States

Austin TX 78753

**United States** 

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Vendor ID: 1330865305 7

Purchaser: Yvette Marie Bonhomme

512/465-4197 Phone:

Fax:

**Bill To Fax:** 

Email: yvette.bonhomme@txdmv.gov **Bill To Email:** DMV FIN-INVOICES@TxDMV.gov

PO Information:

FY22 PO # 60800 0000007733

Toshiba E-Studio 5015AC Lease 2022

DUE Toshiba E-Studio 5015AC Lease 2021, Toshiba E-Studio 5015AC System features. Term September 2022 thru August 2023 (Month 24 thru 35)

Toshiba e-Studio 5015ACT - S/N: SCNIJ37499

Location:

Texas Department of Motor Vehicles

1001 E. Parmer Lane, Suite A

Austin, TX 78731

Contract#: State of Texas DIR-CPO-4426

Contract is for 36 Month Fair Market Value Lease.

Lease Period:

MONTHS 1 - 11: OCTOBER 01, 2020 - AUGUST 31, 2021 PO #0000007733

MONTHS 12 - 23: SEPTEMBER 01, 2021 - AUGUST 31, 2022 PO #0000007733

MONTHS 24 - 35: SEPTEMBER 01, 2022 - AUGUST 31, 2023 PO #0000011763

MONTH 36 - SEPTEMBER 01, 2023 - SEPTEMBER 30, 2023

Copier Lease:

The terms of the service shall commence on the date of execution of a Copier Lease Commencement Letter by Lessee OR 10 days after the delivery of the last piece of equipment and shall continue for 36 whole months.

This purchase order may be renewed for an additional period of time not exceeding the original period of time, provided both parties agree to do so prior to the expiration of the original purchase order. The renewed purchase order shall be for the original purchase order unit price, terms and conditions, plus any approved changes. The renewed purchase order may be cancelled at any time by providing 60 days written notice.

Lease shall include delivery, setup, installation, removal, analyst services and onsite user training. All supplies except paper shall be included at no additional charge for the life of the purchase order.

Ownership: The equipment is and shall at all times be and remain the property of the vendor.

The State shall exercise due care in the use, operations and maintenance of the equipment and shall not use, operate or maintain the equipment improperly.

TxDMV shall be relieved from risks of loss or damage to all equipment leased during the period of transportation, installation, and during the entire

Authorized Signature

09/22/2022



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time the equipment is in the possession of TxDMV except when loss or damage is due to the fault or negligence of TxDMV.

The State shall not obtain property or casualty insurance protecting the vendor's equipment on State property. The vendor may obtain such insurance for its own account and assumes all costs associated with such insurance.

Maintenance: There shall be no escalation of maintenance costs for the duration of the lease period. The vendor shall keep equipment fully operations for the duration of the lease period. The vendor shall assume the cost of all repairs to the equipment including parts, labor, transportation and travel expenses.

Service technicians shall be fully qualified to work on the specific equipment, and shall have factory training with a minimum of one-year hands on experience working on the specific equipment. Normal maintenance coverage shall be Monday through Friday, 8:00 AM to 5:00 PM. Vendor shall respond to maintenance calls within four (4) business hours.

TxDMV believes a lease is unlikely to be cancelled prior to the full lease term. However, TxDMV may terminate a lease period, with no termination charges assessed, when either funds are not appropriated by the Texas Legislature or for vendor non-performance in these instances:

- \* Consistent failure to respond to service calls within the required time frame. Consistent failure is defined as not responding at any or all locations on two (2) out of three (3) consecutive occurrences.
- \* On-Site maintenance performed by unqualified technicians. If TxDMV determines that the technician is unable to perform in accordance with the service requirements or fails to communicate effectively, the vendor shall immediately remove the technician.

Hardware upgrades are negotiable, are at TxDMV's discretion and shall be changed to TxDMV. Upgrades will not extend past the duration of the lease period regardless of when added.

Technology Upgrades: Any software or firmware full service maintenance upgrades available during the term of the lease shall be offered at no additional cost to TxDMV.

Upon expiration of lease Vendor must sanitize (multiple pass overwrite) the internal hard drive of the copier. The Vendor must provide TxDMV an attestation which includes the serial number of the copier that the hard drive was removed from and the date it was sanitized.

#### Cancellation

This Purchase Order may be cancelled by TxDMV with a thirty (30) day written notice.

This purchase order may be renewed with the same Terms and Conditions as long as the referenced DIR Contract remains in force, a need exists, and both parties agree.

### Payment:

Payment will be made in accordance with the Texas Prompt Payment Act, TGC, Subtitle F, Chapter 2251. Vendor shall submit one copy of a correct itemized invoice showing the purchase order number, payee ID., remit to address, and phone number on invoice. Vendors may submit an electronic invoice. All electronic invoices shall be sent to DMV\_FIN-INVOICES@txdmv.gov (note: There is an underscore "\_" between DMV and FIN). All invoices received at the email address will be filed for future reference and you will receive a receipt confirmation email. To avoid the confusion of duplicate invoices, please do not send other copies of this invoice via regular mail, fax or other means. On emails for electronic invoices, include the company name (as it appears on the invoice) and the purchase order number in the subject line to assist in identifying and processing your invoices in a timely manner. TxDMV will not incur any penalty for late payment if payment is made in 30 days or less from receipt of goods or services and a correct invoice, which-ever is later.

Note: warrants will not be issued to a vendor without a current Texas Identification Number.

### Installation instructions:

The unit shall be supplied with complete installation instructions. Instructions shall be as detailed as possible.

### Quantity(ies):

Quantities are estimated: TxDMV does not guarantee to purchase any minimum or maximum quantity. TxDMV reserves the right to increase or decrease the quantity(ies) of the purchase order at the same original terms and conditions. The vendor will be notified in writing by purchase order change notice of any requirements for any increased or decreased quantity(ies).

### Delivery:

Delivery of goods shall be in accordance with the delivery requirements of this purchase order, any underlying or associated contract for the goods being purchased and any other requirements set for by TxDMV or state law. Upon delivery, the bill of lading shall include at a minimum the following information: TxDMV Division and Contact Name, TxDMV Purchase Order number, Delivery Address, Vendor contact information and return address. If the vendor has an updated delivery schedule or more accurate delivery date, the vendor shall notify the TxDMV contact immediately.

Texas Department of Motor Vehicles Standard Terms and Conditions can be found at: http://www.txdmv.gov/contractors-vendors

Authorized Signature Yulthe M. Barhanme

09/22/2022



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Vendor Contact: Maryellen Absher Phone: 512-237-0259

Email: maryellen.absher@tbs.toshiba.com

TxDMV contact: Marie Peterson Phone: 512-719-6911

Email: marie.peterson@txdmv.gov

Line Description: Class/Item: Quantity: UOM: **Unit Price: Extended Amt:** Due Date: Line-Sch: Toshiba E-Studio 5015AC 09/23/2022 985/27 12.0000 MO \$302.46000 \$3,629.52 1-1

Lease 2022 - S/N SCNIJ37499

Schedule Total \$3,629.52

 Contract ID:
 ReqID:

 0000007733
 0000012479

Overall service period: 10/01/2020 - 09/30/2023

Toshiba E-Studio 5015AC - S/N SCNIJ37499

MR3031b sheet 1 Pass Doc Feeder, MJ1042b and MJ6011 holepunch, GD1370 Fax, KD1059LTB Tandem Drawer, Includes all parts, labor, toner and staples.

Monthly Base B/W 10000 at \$0.0076 CPC. Service Cost BLK and White copies \$76.00. Monthly Base Color 400 at \$0.04182 CPC. Service Cost Color Copies \$16.73.

Lease Payment \$209.73 + Monthly Service \$92.73 = \$302.46 per month.

**Item Total for Line # 1** \$3,629.52

**Total PO Amount** \$3,629.52

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

Texas Department of Motor Vehicles Standard Terms and Conditions can be found at: http://www.txdmv.gov/contractors-vendors

Authorized Signature Julitle M. Bonhomm

09/22/2022