

Texas Department of Motor Vehicles Business Unit # 60800

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Payment Terms: Freight Terms: Ship Via: PCC: PO Date: PO End Date: PO Method: Dispatch: Rev Dt:

03/14/2023 **FOB Destination US MAIL** 0 08/31/2023 Dispatch Via Email DG

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

Vendor: TOSHIBA AMERICA BUSINESS SOLUTIONS INC Ship To: 1P25 - Wichita Falls

DBA TOSHIBA BUSINESS SOLUTIONS, USA 1601-A Southwest Parkway FII F 57202 Wichita Falls TX 76302

LOS ANGELES CA 90074-7202 **United States**

United States

Bill To: 4000 Jackson Avenue

Austin TX 78731

Vendor ID: 1330865305 7 004 United States

Purchaser: Amanda Leigh Maxwell

Phone: 512/465-1226 Fax: 512/465-5641

Bill To Fax:

Bill To Email: Fmail: Mandy.Maxwell@txdmv.gov DMV_FIN-INVOICES@TxDMV.gov

PO Information:

REPLACES Serial Number #SCNCK67303 that's on PO#0000011503 **NEW Serial Number #TBD**

PO Information:

Copier Lease

Toshiba e-STUDIO4525AC, 45 Page per minute COLOR

Texas Department of Motor Vehicles

1601-A Southwest Parkway

Wichita Falls, TX 76302

Included Features: MR3033 100-sheet RADF, MJ1113 65-sheet Multi-Staple Finisher, MJ6107 Hole punch, KN5005 bridge kit, KD1073lt, 2000 sheet large capacity feeder, fax gd1370, PWRFLTR-S1

48 Month Lease \$226.88 per month

Service 2500 black and white @ .00875, overages .00840 \$21.88 and 350 color @ .04460, overage .04460= \$15.61

Total monthly service payment \$37.49

Total payment lease + service 48 months \$264.37

Contract is for a 48-Month Lease

Lease Period Breakdown:

FY23 - 05/01/2023 to 08/31/2023, Months 1 to 4 of 48-month lease - PO 0000012429

FY24 - 09/01/2023 to 08/31/2024, Months 5 to 16 of 48-month lease FY25 - 09/01/2024 to 08/31/2025, Months 17 to 28 of 48-month lease FY26 - 09/01/2025 to 08/31/2026, Months 29 to 40 of 48-month lease

FY27 - 09/01/2026 to 04/30/2027, Months 41 to 48 of 48-month lease

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 48 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 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

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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.

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).

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.

Vendor Contact:

MaryEllen Absher, 512-237-0259, MaryEllen.Absher@tbs.toshiba.com

TxDMV Contract Monitor:

Lori Burns, Lori.Burns@txdmv.gov

TXDMV Contacts in Wichita Falls:

Coordinator Suzanne Long, 940-235-4817, Suzanne.Long@txdmv.gov Manager Pam Minnick, 940-235-4810, Pamela.Minnick@txdmv.gov

Authorized Signature

Vinday Maull, CTCD CTCM

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UOM: Line-Sch: Line Description: PCA: Class/Item: **Unit Price: Extended Amt:** Quantity: Due Date: 1-1 Toshiba e-STUDIO4525AC 30101 985/58 4.0000 MO \$264.37000 \$1.057.48 03/14/2023 **Schedule Total** \$1,057.48 **Contract ID:** ReqID: 0000012429 0000013078 Months 1 to 4 of a 48 month lease Term of Service: 05/01/2023 to 08/31/2023 Toshiba e-STUDIO4525AC, SN# TBD 45 Page per minute COLOR Included Features: MR3033 100-sheet RADF, MJ1113 65-sheet Multi-Staple Finisher, MJ6107 Hole punch, KN5005 bridge kit, KD1073lt, 2000 sheet large capacity feeder, fax gd1370, PWRFLTR-S1 Total payment lease + service 48 months Item Total for Line # 1 \$1,057.48 Line-Sch: Line Description: PCA: Class/Item: Quantity: UOM: **Unit Price: Extended Amt: Due Date:** 2-1 B/W Overages, 2,501 + 30101 985/58 2605.0000 EΑ \$0.00840 \$21.88 03/14/2023 Schedule Total \$21.88 **Contract ID:** RegID: 0000012429 0000013078 Item Total for Line # 2 \$21.88 PCA: Class/Item: UOM: **Unit Price: Extended Amt:** Line-Sch: Line Description: Quantity: Due Date: 3-1 Color Overages 350 + 30101 985/58 350.0000 EΑ \$0.04460 \$15.61 03/14/2023 \$15.61 Schedule Total **Contract ID:** RegID: 0000013078 0000012429 Item Total for Line #3 \$15.61 **Total PO Amount** \$1,094.97 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

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