

Texas Department of Motor Vehicles

Business Unit # 60800 Purchase Order # 0000012707

Purchase Order Change Notice (# 2)

Payment Terms: Freight Terms: Ship Via: PCC: PO Date: PO End Date: PO Method: Dispatch: Rev Dt: 07/01/2023 **FOB Destination US MAIL** ı 08/31/2023 Dispatch Via Email07/24/2023 DG

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

Vendor: TOSHIBA AMERICA BUSINESS SOLUTIONS INC

DBA TOSHIBA BUSINESS SOLUTIONS, USA

FILE 57202

LOS ANGELES CA 90074-7202

United States

Ship To: 1P12 - Finance Admin Services

4000 Jackson Avenue Austin TX 78731 **United States**

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Ship To Attention:

Bill To:

Monica C Hernandez 4000 Jackson Avenue

Austin TX 78731 **United States**

Vendor ID: 1330865305 7 004

Purchaser: Amanda Leigh Maxwell

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

Bill To Fax:

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

PO Information:

POCN# 2 by Mandy Maxwell 07/24/2023 Added lines 4-6 for the month of August 2023 Changed buyer from Nhi Ge to Mandy Maxwell **Updated Vendor Contact** All other information remains the same.

POCN 1, Nhi Ge, 7/11/2023

Updated start date to 7/1/2023. Updated buyer from Mandy Maxwell to Nhi Ge. Added new serial number.

Quote for 2023 upgrade: TXDMV Administrative Services

Replacing Serial SC1EJ15723 TA0708

Toshiba e-Studio7527ACT, SN# C6DN11085

Included Features: MR4020 300-sheet DSDF, MJ1115 65-sheet Multi-Staple Finisher, MJ6108n Hole punch, KD1073lt, 2000 sheet large capacity

feeder, fax qd1370

Base Fee - 48 Month Lease - \$314.03

Service Fee: 7,500 black and white impressions per month at \$0.0056 = \$42 and 5,000 color impressions per month at \$0.031 = \$155. Total monthly service payment - \$197

Total monthly payment - \$511.03 (Base Fee - \$314.03 plus service fee - \$197)

48 month term: July 1, 2023 - June 30, 2027

48 Month Lease:

FY23 - July 1, 2023 - August 31, 2023 (Month 1 - 2) - PO 60800 0000012707

FY24 - September 1, 2023 - August 31, 2024 (Months 3 - 14)

FY25 - September 1, 2024 - August 31, 2025 (Months 15 - 26)

FY26 - September 1, 2025 - August 31, 2026 (Months 27 - 38)

FY27 - September 1 2026 - June 30, 2027 (Months 39 - 48)

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

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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 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.

Installation instructions:

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

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. State of Texas DIR-CPO-4426

Change Orders:

Change orders will be allowed only if unforeseen conditions arise such as, but not limited to, increasing or decreasing quantities or if the department needs dictate changes. All changes shall be in the scope of original work. No verbal change orders shall be permitted. All change orders must be in writing with a Purchase Order Change Notice (POCN) issued by TxDMV Purchasing Section.

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.

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).

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

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

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Vendor Contact: Jim Carmack Direct: (800) 282-1151 Cell (817) 879-0750

Email: Jim.carmack@tbs.toshiba.com

TxDMV Contact: Monica Hernandez Phone: 512/465-1261

Email: monica.hernandez@txdmv.gov

Contract Monitor: Dawn McNabb Email: Dawn.McNabb@TxDMV.gov

Phone: 512-465-1262 Line-Sch: Line Description: PCA: Class/Item: Quantity: UOM: **Unit Price:** Extended Amt: Due Date: 1-1 Toshiba e-STUDIO 30901 985/58 1.0000 MO \$511.03000 \$511.03 7527ACT 05/16/2023 Schedule Total \$511.03 **Contract ID:** RegID: 0000012707 0000013307 Month 1 of a 48 month lease. Term: July 1, 2023 - July 31, 2023 Toshiba e-STUDIO7527ACT, SN# C6DN11085 75 Page per minute COLOR Included Features: MR4020 300-sheet DSDF, MJ1115 65-sheet Multi-Staple Finisher, MJ6108n Hole punch, KD1073lt, 2000 sheet large capacity feeder, fax gd1370 Item Total for Line # 1 \$511.03 Line-Sch: Line Description: PCA: Class/Item: Quantity: UOM: **Unit Price: Extended Amt: Due Date:** Black and White Overages 30901 985/58 1000.0000 \$0.00550 2-1 EΑ \$5.50 - 7,501 + per month 05/16/2023 Schedule Total \$5.50 **Contract ID:** ReqID: 0000013307 0000012707 Item Total for Line # 2 \$5.50 Line-Sch: Line Description: PCA: Class/Item: Quantity: UOM: **Unit Price: Extended Amt:** Due Date: 3-1 Color Overages - 5,001+ 30901 985/58 2500.0000 EΑ \$0.03100 \$77.50 per month 05/16/2023 Schedule Total \$77.50 **Contract ID:** ReqID: 0000012707 0000013307 Item Total for Line #3 \$77.50

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Lindy Mighell, CTCO CTUM



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4-1	Line Description: Toshiba e-STUDIO	PCA: 30901	985/58	Quantity: 1.0000	UOM: MO	Unit Price: \$511.03000	Extended Amt: \$511.03	Due Date:
	7527ACT					·	·	08/01/2023
							Schedule Total	\$511.03
Contract ID 0000012707					RegID: 000001:			
Month 2 of a 48 month lease. Term: August 1, 2023 - August 31, 2023								
Toshiba e-STUDIO7527ACT, SN# C6DN11085 75 Page per minute COLOR Included Features: MR4020 300-sheet DSDF, MJ1115 65-sheet Multi-Staple Finisher, MJ6108n Hole punch, KD1073lt, 2000 sheet large capacity								
feeder, fax g	d1370					Item 1	Total for Line # 4	\$511.03
Line-Sch: 5-1	Line Description: Black and White	PCA : 30901	Class/Item: 985/58	Quantity: 1000.0000	UOM: EA	Unit Price: \$0.00550	Extended Amt: \$5.50	Due Date:
3-1	Overages - 7,501 + per month	30301	303/30	1000.0000	LA	φυ.υυσσυ	ψ3.30	08/01/2023
							Schedule Total	\$5.50
Contract ID: ReqID: 0000012707 0000013601								
						Item 1	Total for Line # 5	\$5.50
Line-Sch: 6-1	Line Description: Color Overages - 5,001+	PCA: 30901	Class/Item: 985/58	Quantity: 2500.0000	UOM: EA	Unit Price: \$0.03100	Extended Amt: \$77.50	Due Date:
	per month					*********	******	08/01/2023
							Schedule Total	\$77.50
0000012707					ReqID: 000001			
						Item 1	Total for Line # 6	\$77.50
Total PO Amount								\$1,188.06
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								

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Volume Will, CTCV CTCM