

## Texas Department of Motor Vehicles

### Business Unit # 60800 Purchase Order # 0000013005 Purchase Order Change Notice (# 1)

Page: 1 of 3

Payment Terms: Freight Terms: Ship Via: PCC: PO Date: PO End Date: PO Method: Dispatch: Rev Dt: 07/31/2023 **FOB Destination US MAIL** 1 08/31/2024 Dispatch Via Email08/02/2023 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: 1P23 - Veh Titles and Reg

4000 Jackson Avenue Austin TX 78731 United States

**Ship To Attention:** 

Bill To:

Roger Wendell Feuge 4000 Jackson Avenue

Austin TX 78731 United States

Vendor ID: 1330865305 7 004

Purchaser: Amanda Leigh Maxwell

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

Bill To Fax:

Email: Mandy.Maxwell@txdmv.gov Bill To Email: DMV\_FIN-INVOICES@TxDMV.gov

#### PO Information:

Replaces PO 60800 0000011417

POCN# 1 by Mandy Maxwell 08/02/2023

Updated UOM on lines 2 and 3

Lease Period: 48 month lease - 02/01/2023 - 01/31/2026

FY23: 02/01/2023 - 08/31/2023 Months 1 to 7 of a 48 month lease PO# 60800 0000011417 FY24: 09/01/2023 - 08/31/2024 Months 8 to 19 of a 48 month lease PO# 60800 0000013005

FY25: 09/01/2024 - 08/31/2025 Months 20 to 32 of a 48month lease

FY25: 09/01/2024 - 08/31/2025 Months 20 to 32 of a 48month lease FY26: 09/01/2025 - 08/31/2026 Months 33 to 44 of a 48 month lease FY27: 09/01/2026 - 01/31/2027 Months 45 to 48 of a 48 month lease

Toshiba Copier eStudio 7516ACT - SN# SS1IM91542

Color/Black and White Copier to with overages - 75 pages per minute color, 85 pages per minute black and white. Included features: MR4000-sheet DSDF, MJ1111b Console finisher with stapling, MJ6106b hole punch, GD1370n fax.

Location: Austin- VTR Div. Roger Feuge

Proposed model: COLOR 1- Toshiba e-STUDIO 7516ACT, 75 Page per minute COLOR 85 page per min black and white Included Features: MR4000 300-sheet DSDF, MJ1111b Console finisher with Stapling, MJ6106b Hole punch, GD1370n fax.

48 Month lease- per month \$280.14

Service 7500 black and white @ .00524 overage .00520 \$39.30 - 5000 color @ .02972 overage .02950

\$148.60= Total monthly service payment \$187.90

Total payment lease + service 48 months \$468.04

Please note that the current DIR contract has minimum copier allotments per device. The minimum for black copiers is 7500 and for color 5000 copies. If you go with a 65ppm the min for black is 5000 and color 3000. The cost per copy is a very small amount more but the cost of the copier is less.

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.

Authorized Signature

08/02/2023



# Texas Department of Motor Vehicles Business Unit # 60800

Purchase Order # 0000013005 Purchase Order Change Notice (# 1)

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.

#### 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.

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

#### 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).

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.

This procurement is governed by the terms and conditions in DIR Contract Number DIR-CPO-4426

Per Quote# TXDMV VTR replacing PO 8510 Serial SC1FJ16242

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

Email: Jim.carmack@tbs.toshiba.com

TxDMV Contact: Roger Feuge Phone: (512) 465-1459 Email: Roger.Feuge@TxDMV.gov

Authorized Signature

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08/02/2023

Page: 2 of 3



## Texas Department of Motor Vehicles

## Business Unit # 60800 Purchase Order # 0000013005

Purchase Order Change Notice (# 1)

UOM: Line Description: PCA: Class/Item: Line-Sch: Quantity: Unit Price: **Extended Amt:** Due Date: 1-1 Toshiba Copier eStudio 30101 985/58 12.0000 MO \$468.04000 \$5.616.48 7516ACT 07/31/2023 Schedule Total \$5,616.48 Contract ID: ReqID: 0000011417 0000013360 FY24: 09/01/2023 - 08/31/2024 Months 8 to 19 of a 48 month lease Toshiba Copier eStudio 7516ACT - SN# SS1IM91542 Color/Black and White Copier to with overages - 75 pages per minute color, 85 pages per minute black and white. Included features: MR4000-sheet DSDF, MJ1111b Console finisher with stapling, MJ6106b hole punch, GD1370n fax. Item Total for Line # 1 \$5,616.48 Line-Sch: Line Description: PCA: Class/Item: Quantity: UOM: **Unit Price: Extended Amt:** Due Date: Black & White Overages -30101 985/58 5000.0000 EΑ \$0.00520 \$26.00 7,501+ @ \$0.00520 07/31/2023 Schedule Total \$26.00 **Contract ID:** RegID: 0000011417 0000013360 Item Total for Line # 2 \$26.00 Class/Item: Quantity: PCA: UOM: **Unit Price: Extended Amt:** Line-Sch: Line Description: Due Date: 3-1 Color Overages - 5,001+ 30101 985/58 2000.0000 \$0.02950 \$59.00 EΑ @ \$0.02950 07/31/2023 **Schedule Total** \$59.00 **Contract ID:** ReqID: 0000011417 0000013360 Item Total for Line #3 \$59.00 \$5,701.48 **Total PO Amount** 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

08/02/2023

Page: 3 of 3