



Texas Department of Motor Vehicles
 Business Unit # 60800
 Purchase Order # 0000013037
 Purchase Order Change Notice (# 2)

Payment Terms: NET30 **Freight Terms:** FOB Destination **Ship Via:** US MAIL **PCC:** I **PO Date:** 08/02/2023 **PO End Date:** 08/31/2024 **PO Method:** DG **Dispatch:** Dispatch Via Email03/28/2024 **Rev Dt:**

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

Ship To Attention: Mari Henson
Bill To: 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:

POCN# 2 by Mandy Maxwell 03/28/2024
 Added line 4 for \$350 relocation fee.

POCN#1 Richard Oballo 8/3/2023
 Line #1 UOM needed to be change from each to months.

FY24 Renewal of PO 60800 0000011488

Quote: TXDMV Mari Aaron replacing PO 6269 Serial SC1JH10242

Equipment is to be leased in accordance with the terms and conditions of the State of Texas Department of Information Resources Contract No. DIR CPO-4226 Appendix D Master Lease Agreement. It is acknowledged and agreed that this purchase order constitutes a schedule as defined in the Master Lease Agreement. 36 Month lease- per month \$329.71
 Service 5000 black and white @ .00554 overage .00550 \$27.70 - 3000 color @.03275 overage .03250
 \$98.25= Total monthly service payment \$125.95
 Total payment lease + service 36 months \$455.66

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.

S/N: SC1KL33214 ESTUDIO 6516 ACT

Location: Austin - Government and Strategic Comms - CH Bld 1 Level 1

Overall Service Period: March 1, 2022 - February 28, 2025

FY22 - March 1, 2022 - August 31, 2022 (Lease period 1) Months 1-6 of 36 month lease PO#0000010477
 FY 23 - September 1, 2022 - August 31, 2023 (lease period 2) months 7-18 of 36 month lease PO#0000011488
 FY 24 - September 1, 2023 - August 31, 2024 (lease period 3) months 19-30 of 36 month lease PO#0000013037
 FY 25 - September 1, 2024 - February 28, 2025 (lease period 4) months 31-36 of 36 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 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.

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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.

Purchase made in accordance with the terms and conditions set forth in contract: 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, whichever 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).

Delivery:

Delivery of goods shall be in accordance with the delivery requirements of this purchase order, any underlying or associated contract for the goods

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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

Additionally, this Purchase Order is governed by the Texas Department of Motor Vehicles Standard Terms and Conditions, which can be found at: <http://www.txdmv.gov/contractors-vendors>.

Vendor Contact: Jim Carmack
 Office: 800-282-1151
 Cell: 817-879-0750
 Email: jim.carmack@tbs.toshiba.com

Vendor Contract Administrator: Sharon Walker
 Direct: 325-738-1207
 Fax: 325-673-7409
 Email: sharon.walker@tbs.toshiba.com

TxDMV contact: Mari Henson
 Phone: 512/465-1443
 Email: mari.henson@txdmv.gov

Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	Toshiba e-STUDIO 6516ACT	30901	985/58	12.0000	MO	\$455.66000	\$5,467.92	09/01/2023
							Schedule Total	<input type="text" value="\$5,467.92"/>
Contract ID: 0000010477					ReqID: 0000013562			
SN# SC1KL33214 FY 24 - September 1, 2023 - August 31, 2024 (lease period 3) Months 19-30 of 36 month lease								
							Item Total for Line # 1	<input type="text" value="\$5,467.92"/>

Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
2-1	B/W OVERAGE, 5,001+	30901	985/58	30000.000 0	EA	\$0.00550	\$165.00	09/01/2023
							Schedule Total	<input type="text" value="\$165.00"/>
Contract ID: 0000010477					ReqID: 0000013562			
							Item Total for Line # 2	<input type="text" value="\$165.00"/>

Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
3-1	OVERAGES - COLOR COPIES 3,001+	30901	985/58	6000.0000	EA	\$0.03250	\$195.00	09/01/2023
							Schedule Total	<input type="text" value="\$195.00"/>
Contract ID: 0000010477					ReqID: 0000013562			
							Item Total for Line # 3	<input type="text" value="\$195.00"/>

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Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
4-1	Relocating Toshiba e-STUDIO 6516ACT	31102	600/46	1.0000	EA	\$350.00000	\$350.00	04/04/2024
							Schedule Total	<input type="text" value="\$350.00"/>
					ReqID:			
					0000014780			
Relocating copier from Location: Austin - Government and Strategic Comms - CH Bld 1 Level 1 to Location: CH 6 on 5th Floor Called Area 55								
Date of Relocation: Tuesday, April 2, 2024								
							Item Total for Line # 4	<input type="text" value="\$350.00"/>

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

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