



Texas Department of Motor Vehicles
 Business Unit # 60800
 Purchase Order # 0000011821
 Purchase Order Change Notice (# 3)

Payment Terms: NET30 **Freight Terms:** FOB Destination **Ship Via:** US MAIL **PCC:** I **PO Date:** 09/29/2022 **PO End Date:** 08/31/2023 **PO Method:** DG **Dispatch:** Dispatch Via Email **Rev Dt:** 08/11/2023
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: 1P24 - Waco Region
 2203 Austin Avenue
 Waco TX 76701
 United States

Ship To Attention: Stephanie D Powell
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:

This PO adds funds for the FY23 renewal of PO #60800 0000008642.

POCN# 3 by Mandy Maxwell 08/11/2023
 Add line 5 for July color overages.
 All other information remains the same

POCN# 2 by Mandy Maxwell 06/28/2023
 Added line 4 for color overages
 All other information remains the same

POCN# 1 by Mandy Maxwell 06/20/2023
 Added line 3 for BW overages
 Changed buyer to Amanda Maxwell from Matthew Windham
 All other information remains the same

Toshiba ES4515AC 45PPM Color Copier.

Location: Texas Department of Motor Vehicles Waco RSC, 2203 Austin Avenue, Waco, TX 76701

Contract#: DIR-CPO-4426

Contract is for a 48 Month FMV Lease.

Hardware Configuration:
 Toshiba ES4515AC 45PPM Color Copier, MR3031B 100-Sheet RADF, MJ1109B Console Finisher, w/Stapling, KN5005, MJ6105 Hole Punch, PWRFLR-XGPCS15D Power Filter, KD1059B 2000 Sheet Lg Cap Feeder, GD1370N Fax

Monthly Hardware Payment for term of 48 Month Lease = \$170.26 x 48 Months = \$8,172.48 total amount of hardware lease payments for term.

Basic service and overages billed monthly.

Monthly Base Service Program will include 5,000 black/white copies per month at \$0.008; Monthly Base Fee: \$40.00

Monthly will include 200 color copies per month at \$0.0425; Monthly Base Fee: \$8.50

Total monthly base Black/White + Color = \$48.50 Monthly x 48 months = \$2,328.00

Authorized Signature

08/11/2023



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Total monthly payment including hardware lease payment \$170.26 + monthly b/w copies \$40.00 + monthly color copies \$8.50 = \$218.76

Final Total of payments over 48 Month Lease Program: \$10,500.48 (excludes any applicable overages)

Includes All Parts, Labor, Toner, and Staples.

Copier Lease:

Equipment is to be leased in accordance with the terms and conditions of the State of Texas Department of Information Resources Toshiba Contract No. DIR-CPO-4426 Appendix F Master Lease Agreement. It is acknowledged and agreed that this purchase order constitutes a schedule as defined in the Master Lease Agreement.

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.

Overall Service Period: November 1, 2020 - October 31, 2024 (48 months)

MONTHS 1 - 10: NOVEMBER 01, 2020 - AUGUST 31, 2021 - PO #60800 0000008642
MONTHS 11 - 22: SEPTEMBER 01, 2021 - AUGUST 31, 2022 - PO #60800 0000008642
MONTHS 23 - 34: SEPTEMBER 01, 2022 - AUGUST 31, 2023 - PO #60800 0000011821
MONTHS 35 - 46: SEPTEMBER 01, 2023 - AUGUST 31, 2024
MONTH 47 - 48: SEPTEMBER 01, 2024 - OCTOBER 31, 2024

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 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.

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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 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>

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

TxDMV Contract Monitor:

Stephanie Powell
stephanie.powell@txdmv.gov
(254) 296-2711

TxDMV Contact: Lori Burns

Phone: 512-465-4081
Email: lori.burns@txdmv.gov

Vendor Contact: Jim Carmack

Direct: (800) 282-1151
Cell (817) 879-0750
Email: Jim.carmack@tbs.toshiba.com

Vendor AP Contact: Sharon Walker

Direct: 325-738-1207
Fax: 325-673-7409
Email: sharon.walker@tbs.toshiba.com

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Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	Toshiba ES4515AC Copier	30101	985/58	12.0000	MO	\$218.76000	\$2,625.12	09/29/2022
							Schedule Total	<input type="text" value="\$2,625.12"/>
Contract ID: 0000008642					ReqID: 0000012558			
Overall Service Period: November 1, 2020 - October 31,2024								
Current Service Period, MONTHS 23 - 34: SEPTEMBER 01, 2022 - AUGUST 31, 2023								
Hardware Payment for Term=\$218.76 (Includes \$48.50 Monthly Service) Toshiba ES4515AC 45PPM Color Copier MR3031B 100-Sheet RADF MJ1109B Console Finisher w/Stapling KN5005 MJ6105 Hole Punch PWRFLR-XGPCS15D Power Filter KD1059B 2000 Sheet Lg Cap Feeder GD1370N Fax								
Monthly Base Service Program includes 5,000 Black and White Copies per Month at \$0.008 or \$40.00 and 200 Color Copies per Month at \$0.0425 or \$8.50: Total Monthly Black/White and Color=\$48.50								
Total Monthly Payment including the Hardware Lease Payment \$170.26 + Monthly Service \$48.50= \$218.76 per Month								
Base Service Fee Billed Monthly and Overages Billed Monthly.								
							Item Total for Line # 1	<input type="text" value="\$2,625.12"/>
Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
2-1	Color Overages 201+	30101	985/26	251.0000	EA	\$0.04250	\$10.67	09/30/2022
							Schedule Total	<input type="text" value="\$10.67"/>
Contract ID: 0000008642					ReqID: 0000012558			
							Item Total for Line # 2	<input type="text" value="\$10.67"/>
Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
3-1	B&W Overages 5,001+	30101	985/26	2434.0000	EA	\$0.00800	\$19.47	06/20/2023
							Schedule Total	<input type="text" value="\$19.47"/>
Contract ID: 0000008642					ReqID: 0000013501			
							Item Total for Line # 3	<input type="text" value="\$19.47"/>

Authorized Signature

Handwritten Signature

08/11/2023

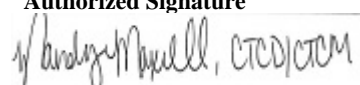


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Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:	
4-1	Color Overages 201+	30101	985/26	420.0000	EA	\$0.04250	\$17.85	06/28/2023	
							Schedule Total	<input type="text" value="\$17.85"/>	
Contract ID: 0000008642					ReqID: 0000013535				
							Item Total for Line # 4	<input type="text" value="\$17.85"/>	
Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:	
5-1	July Color Overages	30101	985/26	111.0000	EA	\$0.04250	\$4.72	08/11/2023	
							Schedule Total	<input type="text" value="\$4.72"/>	
					ReqID: 0000013814				
							Item Total for Line # 5	<input type="text" value="\$4.72"/>	
							Total PO Amount	<input type="text" value="\$2,677.83"/>	

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

 Randy Maxwell, CTOD/CTM
 08/11/2023