



Texas Department of Motor Vehicles
 Business Unit # 60800
 Purchase Order # 0000011908
 Purchase Order Change Notice (# 2)

Payment Terms: NET30 **Freight Terms:** FOB Destination **Ship Via:** US MAIL **PCC:** I **PO Date:** 10/12/2022 **PO End Date:** 08/31/2023 **PO Method:** DG **Dispatch:** Dispatch Via Print **Rev Dt:** 04/19/2023
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: 1P09 - El Paso Region
 1227 Lee Trevino, Ste. 100
 El Paso TX 79907
 United States

Vendor ID: 1330865305 7 004

Bill To: 4000 Jackson Avenue
 Austin TX 78731
 United States

Purchaser: Matthew Terrell Windham
Phone: 512/465-5808
Fax: 512/465-5641

Bill To Fax:

Email: Matthew.Windham@txdmv.gov

Bill To Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

POCN#2 (Matthew Windham 04/19/2023):
 Corrected the months breakdown and service period end date information in header and line comments to reflect information from POCN#1. Service period end date was corrected from 11/30/2025 to 03/01/2026 to reflect 36-month lease period from 03/01/2023 - 03/01/2026.

POCN#1 (Matthew Windham 03/10/2023):
 Updated item description to include new copier Serial #SSSKM81625. New copier was delayed due to vendor supply chain issues and was not received until 02/21/2023. Service period start date was adjusted from 12/01/2022 to 03/01/2023 to reflect actual delivery. Previous PO #0000011481 end date was extended from 11/30/2022 to 02/28/2023.

This contract is for a 36 month FMV Copier Lease.

Toshiba e-Studio 4515AC 45PPM Color Copier replaces serial number SCNJJ39224 from PO #60800 0000011481 which expired 02/28/2023.

Location:
 Texas Department of Motor Vehicles
 El Paso Regional Service Center
 1227 Lee Trevino, Ste.100
 El Paso, TX 79907

Contract #: DIR-CPO-4426

Hardware Configuration:
 Toshiba e-Studio 4515AC 45PPM Color Copier, MR3031b 100-sheet RADF, MJ1042b Inner Finisher with Stapling, MJ6011 Hole Punch, KD1059b, 2000-sheet Large Capacity Feeder, GD1370n Analog Fax Unit

New Copier Serial #SSSKM81625

Monthly Hardware Payment for term of 36 Month Lease = \$257.97 x 36 Months = \$9,286.92 total amount of hardware lease payments for term.

Basic service and overages billed monthly.

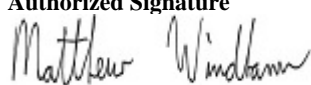
Monthly Base Service Program will include 11,000 black/white copies per month at \$0.00806; Monthly Base Fee: \$88.66

Black and white overages billed at \$0.0080

Monthly will include 2,000 color copies per month at \$0.04282; Monthly Base Fee: \$85.64

Color overages billed at \$0.04250

NOTE: This DIR contract contains service allotment minimums for each model of copier. The 4515AC has a minimum of 2,500 black and white and

Authorized Signature

 04/19/2023



Texas Department of Motor Vehicles
Business Unit # 60800
Purchase Order # 0000011908
Purchase Order Change Notice (# 2)

2,000 color.

Black and white copy allowance based on average use each month. Color based on DIR minimum color copies per 45 ppm color.

Total monthly base Black/White + Color = \$174.30 Monthly x 36 months = \$6,274.80

Total monthly payment including hardware lease payment \$257.97 + monthly b/w copies \$88.66 + monthly color copies \$85.64 = \$432.27

Final Total of payments over 36 Month Lease Program: \$15,561.72 (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 36 whole months.

Overall Service Period: March 1, 2023 through March 1, 2026 (36 months)

MONTHS 1 - 6: 03/01/2023 through 08/31/2023 - PO #60800 0000011908

MONTHS 7 - 18: 09/01/2023 through 08/31/2024

MONTHS 19 - 30: 09/01/2024 through 08/31/2025

MONTHS 31 - 36: 09/01/2025 through 03/01/2026

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.

Authorized Signature

04/19/2023



Texas Department of Motor Vehicles
Business Unit # 60800
Purchase Order # 0000011908
Purchase Order Change Notice (# 2)

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

Pricing per Vendor Quote: TXDMV El Paso Regional Service dated 08/18/2022.

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>

TxDMV Contract Monitor:

Rachel Esquivel
rachel.esquivel@txdmv.gov
(915) 594-6011

Vendor Contact:

MaryEllen Absher
maryellen.absher@tbs.toshiba.com
(512) 237-0259

Authorized Signature

04/19/2023



Texas Department of Motor Vehicles
 Business Unit # 60800
 Purchase Order # 0000011908
 Purchase Order Change Notice (# 2)

Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	El Paso RSC - Toshiba e-Studio 4515AC 45PPM Color Copier, Serial #SSSKM81625, 36 Month Lease	30101	985/58	6.0000	MO	\$432.27000	\$2,593.62	12/01/2022
							Schedule Total	<input type="text" value="\$2,593.62"/>
Contract ID: 0000011908					ReqID: 0000012560			
Overall Service Period: March 1, 2023 through March 1, 2026 (36 months)								
Current Service Period MONTHS 1 - 6: 03/01/2023 through 08/31/2023 - PO #60800 0000011908								
*NOTE: New copier with Serial #SSSKM81625 was delayed due to vendor supply chain issues and was not received until 02/21/2023. Service period start date was adjusted from 12/01/2022 to 03/01/2023 to reflect actual delivery.								
Hardware Monthly Payment for Term = \$432.27 (Includes \$174.30 Monthly Service)								
Hardware Configuration: Toshiba e-Studio 4515AC 45PPM Color Copier, MR3031b 100-sheet RADF, MJ1042b Inner Finisher with Stapling, MJ6011 Hole Punch, KD1059b, 2000-sheet Large Capacity Feeder, GD1370n Analog Fax Unit								
Monthly Base Service Program includes 11,000 Black and White Copies per Month at \$0.00806 or \$88.66 and 2,000 Color Copies per Month at \$0.04282 or \$85.64: Total Monthly Black/White and Color = \$174.30								
Total Monthly Payment including the Hardware Lease Payment \$257.97 + Monthly Service \$174.30 = \$432.27 per Month								
Basic service and overages billed monthly.								
							Item Total for Line # 1	<input type="text" value="\$2,593.62"/>

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

Matthew Windham

04/19/2023