

# Texas Department of Motor Vehicles Business Unit # 60800 Purchase Order # 0000013051

Page: 1 of 3

Payment Terms: Freight Terms: Ship Via: PCC: PO Date: PO End Date: PO Method: Dispatch: Rev Dt:

NET30 FOB Destination VNDR I 08/04/2023 07/31/2024 DG Dispatch Via Email

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: 1P00 - TxDMV Warehouse

4000 Jackson Avenue Austin TX 78731 United States

**Ship To Attention:** Angela Vallejo Gonzalez

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:

FY24 Renewal of PO 60800 0000011479

eStudio 478s (S/N#: S701811740D9WM / TA1028).

36 Month Copier Lease

Overall Service Period: 08/01/2021 to 07/31/2024

08/01/2021 through 08/31/2021 - Lease period one - 1 Month - PO 60800 0000009519 09/01/2021 through 08/31/2022 - Lease period two - 12 Months - PO 60800 0000009519 09/01/2022 through 08/31/2023 - Lease Period three - 12 Months - PO 60800 0000011479 09/01/2023 through 07/31/2024 - Lease Period four - 11 Months - PO 60800 0000013051

### Copier Lease:

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-4426 Appendix D 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. 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,

Authorized Signature

Viruly Maull, CTCO CTCM

08/04/2023



## Texas Department of Motor Vehicles Business Unit # 60800 Purchase Order # 0000013051

Page: 2 of 3

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.

#### 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.

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.

Pricing per quote # "Quote for Angela Gonzalez - Motor Vehicle Division", dated 04/14/2021

TxDMV Contact: Angela Gonzalez Angela.Gonzalez@TxDMV.gov (512) 465-4229

Vendor Contact: Jim Carmack Direct: (800) 282-1151

Cell (817) 879-0750

Email: Jim.carmack@tbs.toshiba.com

Authorized Signature

| Links | Market | CTCO CTCM

08/04/2023



## Texas Department of Motor Vehicles Business Unit # 60800 Purchase Order # 0000013051

Page: 3 of 3

Vendor AP Contact: Sharon Walker Direct: 325-738-1207

Line-Sch: 1-1	Line Description: Toshiba eStudio 478s	<b>PCA</b> : 30201	<b>Class/Item:</b> 985/27	<b>Quantity:</b> 11.0000	UOM: MO	<b>Unit Price:</b> \$99.04000	Extended An \$1,089.44	09/01/2023
<b>Contract ID</b> 0000009519					ReqID: 0000013	3590	Schedule Total	\$1,089.44
Overall Serv	vice Period: August 1, 2021	July 31, 202	4					
Surrent Sen	vice Period - 09/01/2023 - 07	7/31/2024 - L	ease period four	- 11 Months				
Toshiba eSt	tudio 478s - S/N: S70181174	0D9WM / TA	1028					
	se service includes:	th t	4000 1-1-1-040 (	20				
3,500 iviontr	nly Black White copies per n	nonth at \$0.0	1229, total \$43.0	JZ				
	ly payment including hardwa				ppies \$43.02 =	: \$99.04		
Total month		ıre lease pay			opies \$43.02 =	: \$99.04	-	
Total month	ly payment including hardwa	ıre lease pay			opies \$43.02 =		otal for Line #1	\$1,089.44
Total monthl Basic servic Line-Sch:	ly payment including hardwa	ıre lease pay			uom: EA		otal for Line # 1 Extended An \$2.44	. ,
Total month	ly payment including hardware and overages billed month  Line Description: Printer Overages B/W (3,501+)	re lease pay	ment \$56.02 + n	nonthly b/w co	UOM:	Item T Unit Price: \$0.01220	Extended An	nt: Due Date:
Total monthles Basic service  Line-Sch: 2-1  Contract ID	ly payment including hardware and overages billed month  Line Description: Printer Overages B/W (3,501+)	re lease pay	ment \$56.02 + n	nonthly b/w co	UOM: EA RegID:	Item T Unit Price: \$0.01220	Extended An \$2.44	nt: <b>Due Date:</b> 09/01/2023
Total monthles asic service ine-Sch: 2-1	ly payment including hardware and overages billed month  Line Description: Printer Overages B/W (3,501+)	re lease pay	ment \$56.02 + n	nonthly b/w co	UOM: EA RegID:	Item T Unit Price: \$0.01220  3590 Item T	Extended An \$2.44 Schedule Total	09/01/2023 \$2.44

**Authorized Signature** 

08/04/2023