



Texas Department of Motor Vehicles
 Business Unit # 60800
 Purchase Order # 0000013144
 Purchase Order Change Notice (# 2)

Payment Terms: NET30 **Freight Terms:** FOB Destination **Ship Via:** US MAIL **PCC:** I **PO Date:** 08/14/2023 **PO End Date:** 05/11/2024 **PO Method:** DG **Dispatch:** Dispatch Via Print **Rev Dt:** 02/08/2024
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: 1P16 - Houston Region
 2110 E. Governors Circle
 Houston TX 77092
 United States

Ship To Attention: Lori L Burns
Bill To: 4000 Jackson Avenue
 Austin TX 78731
 United States

Vendor ID: 1330865305 7 004

Purchaser: Richard Emmanuel Oballo
Phone:
Fax:

Bill To Fax:

Email: richard.oballo@txdmv.gov

Bill To Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

POCN#2 Richard Oballo 28/8/2024

Added lines 3-4 for a 3-month extension from February 12,2024 to May 12, 2024 or until new copier is delivered. This is due to Toshiba uncertain as to the time of delivery.

POCN#1 Richard Oballo 8/17/2023

Incorrect price line item #2 is changed to 0.00550. Serial number is also corrected SCZLJ28558 is the correct serial number.

FY24 Renewal of PO#0000011446

Copier #3: Toshiba Copier e-Studio 4518A, SN#SCZLJ28558

LOCATION: HOUSTON RSC #3 Copier

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.

Hardware Configuration:

e-Studio 4518A, 45ppm black and white MFP, MR3031 100 sheet RADF, MJ1109B Console finisher, MJ6105 holepunch, KN5005 Bridge Kit, KD1059lt 2000 large capacity feeder, PWRFLTR-XGPCS15D, power filter, GD1370n fax

Monthly Hardware Payment for term of 48 Month Lease = \$129.48 Monthly.

Monthly Base Service Program Payment will include 15000 Black White copies per month @ \$.00554: Monthly Base Fee: \$83.10 Monthly

Overages for black and white copies are \$.00550

Total Monthly payment including the Hardware Lease Payment \$129.48+ Monthly Service \$83.10 = \$212.58 per month.

Base Service Fee Billed Monthly Overages billed monthly (excludes any applicable overages)

Includes All Parts, Labor, Toner and Staples. Incidental charge included in total \$15.20

Renewals are as follows, unless terminated sooner in accordance with the terms of the purchase order/contract. In addition, the department, in its

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Richard Oballo

02/09/2024



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sole discretion, may extend any contract for up to 90 days, in whole or in part.
48-Month Lease for 3 Copiers
Overall Service Period 02/12/2020 through 02/11/2024

Service Months for FY 2024, September 1, 2023 - February 11, 2024

Lease Period:

FY20 - 02/12/2020 thru 08/31/2020, Months 1 to 7, PO 60800 0000007902
FY21 - 09/01/2020 thru 08/31/2021, Months 8 to 19, PO 60800 0000007902
FY22 - 09/01/2021 thru 08/31/2022, Months 20 to 31, PO 60800 0000007902
FY23 - 09/01/2022 thru 08/31/2023, Months 32 to 43, PO 60800 0000011446
FY24 - 09/01/2023 thru 02/11/2024, Months 44 to 48, PO 60800 0000013144

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.

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

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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.

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).

Texas Department of Motor Vehicles Standard Terms and Conditions can be found at: <http://www.txdmv.gov/contractors-vendors>

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

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

TxDmv Regional Contact in Houston:
 Khadija Brown
 Phone: 713-316-6131
 Email: khadija.brown@txdmv.gov

TxDmv Contract Monitor:
 Lori Burns
 Lori.Burns@txdmv.gov
 512-465-4081

Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	Houston Copier #3 Toshiba eStudio 4518A	30101	985/58	5.0000	MO	\$212.58000	\$1,062.90	09/01/2023

Schedule Total

Contract ID:
000000089

ReqID:
0000013660

Item Total for Line # 1

Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
2-1	Copier #3: Toshiba eStudio 4518A,	30101	985/58	8000.0000	EA	\$0.00550	\$44.00	09/01/2023

Schedule Total

Contract ID:
000000089

ReqID:
0000013660

Item Total for Line # 2

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Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
3-1	Houston Copier #3, Toshiba eStudio 4518A B&W Copier,	30101	985/58	3.0000	MO	\$212.58000	\$637.74	02/08/2024
							Schedule Total	\$637.74
Contract ID: 000000089					ReqID: 0000014559			
Houston Copier #3, SN#SCNLJ28558, 48-Month Lease, Toshiba eStudio 4518A BW Copier, Term Extension Request FY24 - 2/12/2024 thru 05/12/2024, Months 49 to 52								
							Item Total for Line # 3	\$637.74
Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
4-1	Copier #3: Toshiba eStudio 4518A,	30101	985/58	4800.0000	EA	\$0.00550	\$26.40	02/08/2024
							Schedule Total	\$26.40
Contract ID: 000000089					ReqID: 0000014559			
Copier #3: Toshiba eStudio 4518A, 15,001+ B/W Overages \$0.00554; SN#SCNLJ28558								
							Item Total for Line # 4	\$26.40

Total PO Amount \$1,771.04

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.

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