Texas Department of Motor Vehicles
Business Unit # 60800
Purchase Order # 0000004909
Purchase Order Change Notice (# 2)


PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: TOSHIBA AMERICA BUSINESS SOLUTIONS INC
D/B/A TOSHIBA BUSINESS SOLUTIONS, USA
FILE 57202
LOS ANGELES CA 90074-7202
United States

Ship To: 1P17 - Longview Region
4549 W. Loop 281
Longview TX 75604
United States

Vendor ID: 1330865305 7

Purchaser: Travis Reese
Phone: 512 4654180
Fax: 512/465-5641

Bill To: 4000 Jackson Avenue
Austin TX 78731
United States

Email: Travis.Reese@txdmv.gov

Bill To Fax: DMV_FIN-INVOICES@txdmv.gov

PO Information:
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.

Installation instructions:
The unit shall be supplied with complete installation instructions. Instructions shall be as detailed as possible.

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.

THE FOLLOWING APPLIES TO THE ENTIRE PURCHASE ORDER
This procurement is governed by the terms and conditions in DIR Contract Number DIR-TSO-3042.

The terms of the service shall commence on the date of execution of a Copier Lease Commencement Letter by Lessee OR 20 days after the delivery of the last piece of equipment and shall continue for 36 whole months.

MONTHS 1 - 12: MARCH 31, 2018 - MARCH 30, 2019
MONTHS: 25 - 36: MARCH 31, 2020 - MARCH 30, 2021

This purchase order may be renewed with the same Terms and Conditions as long as the referenced DIR Contract remains in force, a need exists, and both parties agree.

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.

Authorized Signature
07/31/2020
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 operational 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.

TxDMV Contact: Cynthia Fagan
(903) 237-2811
Cynthia.Fagan@TxDMV.gov

Toshiba Contact: Maryellen Harper
(512) 929-9096 x 264
Maryellen.harper@lbs.toshiba.com

POCN 1, 10/31/2019; REVISED BY DROSAS
CHANGED BUYER FROM DOUGLAS LEACH TO DEBRA ROSAS FOR PO EDITS
REDUCED PO LINE 1 QUANTITY FROM 36 TO 29 MONTHS
CANCELLED PO LINE 1 DISTRIBUTION 1.1.4 -($1,995.42)
REDUCED PO LINE 4 QUANTITY FROM 36 TO 29 MONTHS
CANCELLED PO LINE 4 DISTRIBUTION 4.1.4 -($1,323.91)
PO TOTAL DECREASED FROM $17,736.48 TO $14,417.15
REASON: RELEASE FUTURE ENCUMBRANCES

POCN 2, Travis R, 07/31/2020: Added lines 6-12 for Toshiba 4505AC Months 30-36 + overages, Toshiba 4508A Months 30-36 + overages. Updated buyer name for PO changes

Authorized Signature

07/31/2020
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<tr>
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<th>Unit Price:</th>
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<tr>
<td>1-1</td>
<td>Toshiba e-Studio 4505AC (Color) Multifunction Printer/Copier Lease 45 PPM B&amp;W / 45 PPM Color</td>
<td>985/52</td>
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<td>2-1</td>
<td>B&amp;W Copy Overages 5,001+ (per month) ($0.0084 ea.)</td>
<td>985/52</td>
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**Schedule Total** $150.84

**Contract ID:** 0000004909  
**RegID:** 0000005844

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| 4-1      | Toshiba e-Studio 4508A (B&W) Multifunction Printer/Copier Lease 45ppm B&W  
Term of Service: 03/31/2018 - 03/30/2021  
B&W Monthly Allowance: 5,000 | 985/52 | 29.0000 | MO | $189.13000 | $5,484.77 | 03/30/2018 |

**Schedule Total** $5,484.77

**Contract ID:** 0000004909  
**RegID:** 0000005844

**Accs:**  
Accessories  
MJ1109 Finisher  
MR3031 RADF  
KN5005 Bridge Kit  
MJ6105 Hole Punch  
KD1059LT- 2000 Sheet LCF  
GD1370 Fax Board  
Replacing S/N: SCEAE58471

**S/N:** SCGBH56363ABC

**Item Total for Line #4** $5,484.77

**Authorized Signature**  
07/31/2020
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**Schedule Total** $212.40

**Item Total for Line #5** $212.40

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<td>985/59</td>
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**Item Total for Line #6** $1,995.42

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<td>Color Copy Overages (101+) ($0.0419 ea)</td>
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**Schedule Total** $4.19

**Item Total for Line #7** $4.19

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**Authorized Signature**

07/31/2020
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<td>B&amp;W Copy Overages 5,001+ (per month) ($0.0084 ea.)</td>
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<td>9-1</td>
<td>Toshiba e-Studio 4508A Multifunction Printer/Copier (Months 30-36)</td>
<td>989/99</td>
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Total PO Amount $17,742.10

All Shipment, 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.

Authorized Signature

07/31/2020
Texas Department of Motor Vehicles Standard Terms and Conditions can be found at: http://www.txdmv.gov/contractors-vendors