



Texas Department of Motor Vehicles  
 Business Unit # 60800  
 Purchase Order # 0000005181  
 Purchase Order Change Notice (# 5)

**Payment** NET30 **Freight** FOB **Ship Via:** US MAIL **PCC:** I **Date:** 04/30/18 **PO Method:** DG **Dispatch:** Dispatch **Rev Dt:** 11/09/20  
**Terms:** **Terms:** Destination **Via Print**

**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

**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:**  
**Bill To Email:** 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.

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.

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

Authorized Signature

11/09/2020



Texas Department of Motor Vehicles  
Business Unit # 60800  
Purchase Order # 0000005181  
Purchase Order Change Notice (# 5)

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.

TxDmv Contact: Meagan Ahmad  
(512) 465-4239  
Meagan.Ahmad@txdmv.gov

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

POCN #1 Rodrigo Garcia 07/12/2018 Buyer Changed and updated the term date

POCN #2 Rodrigo Garcia 08/29/2018 updated the terms line  
36 MONTH LEASE:  
MONTHS 1 - 12: JUNE 1, 2018 - MAY 31, 2019  
MONTHS 13 - 24: JUNE 1, 2019 - MAY 31, 2020  
MONTHS 25 - 36: JUNE 1, 2020 - MAY 31, 2021

POCN 3, 10/31/2019; REVISED BY DROSAS  
CHANGED BUYER FROM RODRIGO GARCIA TO DEBRA ROSAS FOR PO EDITS  
REDUCED PO LINE 1 QUANTITY FROM 36 TO 27 MONTHS  
CANCELLED PO LINE 1 DISTRIBUTION 1.1.4 -(\$811.98)  
CANCELLED PO LINE 2 DISTRIBUTION 2.1.4 -(\$95.00)  
REASON: TO RELEASE FUTURE ENCUMBRANCES

POCN 4, Travis R, 08/27/2020: Added Line 3 for Lexmark XM3150 months 28 - 36. Added Line 4 for print overages, months 28 - 36. Updated buyer name for PO changes.

POCN 5, Travis R, 08/27/2020: Added line 5 for black/white overages

Authorized Signature

11/09/2020



Texas Department of Motor Vehicles  
 Business Unit # 60800  
 Purchase Order # 0000005181  
 Purchase Order Change Notice (# 5)

Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	LEXMARK XM3150 35S6830 50PPM B&WAccs: (2) 550 Sheet TrayAdjustable Stand 35S8502Fax Board Term of Service: 06/01/2018 - 05/31/2021	985/27	27.0000	MO	\$90.22000	\$0.00	04/30/2018
						Schedule Total	\$0.00
<b>Contract ID:</b> 0000005181				<b>ReqID:</b> 0000006056			
Monthly print allowance is 2,000							
Incidental included in price \$10.63							
S/N: S70167PHH0DRP8							
						Item Total for Line # 1	\$0.00
2-1	Monthly Overages for LEXMARK XM3150 B & W Print overages; 2,001+ billed at \$0.0095Term of Service: 06/01/2018 - 05/31/2021	985/27	35000.0000	EA	\$0.00950	\$332.50	04/30/2018
						Schedule Total	\$332.50
<b>Contract ID:</b> 0000005181				<b>ReqID:</b> 0000006056			
						Item Total for Line # 2	\$332.50
3-1	Lexmark XM3150 35S6830 (Plate Room) Months 28 - 36	985/27	9.0000	MO	\$90.22000	\$811.98	08/27/2020
						Schedule Total	\$811.98
				<b>ReqID:</b> 0000009387			
						Item Total for Line # 3	\$811.98

Authorized Signature

*Luis P. ...*, CTCD

11/09/2020



Texas Department of Motor Vehicles  
Business Unit # 60800  
Purchase Order # 0000005181  
Purchase Order Change Notice (# 5)

Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
4-1	Monthly Overages for LEXMARK XM3150 B & W Print overages; 2,001+ billed at \$0.0095Term of Service: 06/01/2018 - 05/31/2021	985/27	3000.0000	EA	\$0.00950	\$28.50	08/27/2020
						Schedule Total	\$28.50
						ReqID:	0000009387
						Item Total for Line # 4	\$28.50
5-1	B & W Print overages; 2,001 + billed at \$0.0095Term of Service: 06/01/2018 - 05/31/2021	985/27	8400.0000	EA	\$0.00950	\$79.80	11/13/2020
						Schedule Total	\$79.80
						ReqID:	0000009881
						Item Total for Line # 5	\$79.80
						Total PO Amount	\$1,252.78

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  
  
11/09/2020