



Texas Department of Motor Vehicles  
 Business Unit # 60800  
 Purchase Order # 0000006356  
 Purchase Order Change Notice (# 3)

**Payment Terms:** NET30 **Freight Terms:** FOB Destination **Ship Via:** See Detail Below **PCC:** I **Date:** 12/20/18 **PO Method:** DG **Dispatch:** Dispatch Via Print **Rev Dt:** 08/06/21

**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:** See Detail Below

**Vendor ID:** 1330865305 7

**Bill To:** 4000 Jackson Avenue  
 Austin TX 78731  
 United States

**Purchaser:** Amanda Leigh Maxwell  
**Phone:** 512/465-1226  
**Fax:**

**Bill To Fax:**

**Email:** Amanda.Maxwell@txdmv.gov

**Bill To Email:** DMV\_FIN-INVOICES@TxDMV.gov

**PO Information:**

Toshiba e-Studio 4515AC is replacing 4555C S/N: SC7IE79440, PO 600800 0000001989, Expiration Date: 01/31/2019. Vendor will need to pick up the 4555C upon delivery of new 4515AC.

Contract#: State of Texas DIR-TSO-3042

Contract is for 36 Month FMV Lease.

MONTHS 1 - 12: FEBRUARY 1, 2019 - JANUARY 31, 2020  
 MONTHS 13 - 24: FEBRUARY 1, 2020 - JANUARY 31, 2021  
 MONTHS 25 - 36: FEBRUARY 1, 2021 - JANUARY 31, 2022

**Hardware Configuration:**

e-Studio 4515AC color 45ppm MFP, MR3031B 100 sheet RADF, MJ1109B stapling console finisher, MJ6105n holepunch, KD1059B 2000 large capacity feeder, GD1370n fax

Hardware Payment for term of 36 Month Lease = \$238.87 x 36 Months = \$8599032 total amount of hardware lease payments for term.  
 Base Service Fee Billed Monthly Overages billed monthly  
 \$27.28 of the Monthly Hardware Lease Payment is for Incidental Charges

Monthly Base Service Program will include 5000 Black White copies per month @ \$.0084: Monthly Base Fee: \$42.00 Monthly will include 1900 color copies per month @ 0.0419: Monthly Base Fee: \$79.61. Total monthly base Black White + Color = \$121.61 Monthly x 36 months = \$4377.96

Total Monthly payment including the Hardware Lease Payment \$238.87 + Monthly Service \$121.61= \$360.48 per month.

Final Total of payments over 36 Month Lease Program: \$12977.28  
 (excludes any applicable overages)

Includes All Parts, Labor, Toner and Staples.

Equipment is to be leased in accordance of the terms and conditions of the State of Texas Department of Information Resources Contract No. DIR-TSO-3042 Appendix D Master Lease Agreement. It is acknowledged and agreed that this purchase order constitutes a schedule as defined in the Master Lease Agreement.

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.

**Authorized Signature**

*M. Naell Purchaser, CTCI*

**08/06/2021**



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**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-TSO-3042, Appendix D 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.

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

**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, which-ever is later.

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

**Authorized Signature**

*M. Maull Purchaser, CTCI*

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Installation instructions:

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

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).

Cancellation:

This Purchase Order may be cancelled by TxDMV with a thirty (30) day written notice.

Vendor Contact: Maryellen Absher

Phone: 512-237-0259

Email: maryellen.absher@tbs.toshiba.com

TxDMV Contact: Gerri Ries

Phone: (512) 872-8103

Email: Gerri.Ries@TxDMV.gov

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

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

POCN 1, 10/31/2019; REVISED BY DROSAS  
 CHANGED BUYER SINCE EDITS NEEDED  
 REDUCED PO LINE 1 QUANTITY FROM 36 TO 19 MONTHS  
 CANCELLED PO LINE DISTRIBUTION 1.1.3 - (\$6,128.16)  
 CANCELLED PO LINE DISTRIBUTION 2.1.3 - (\$41.90)  
 CANCELLED PO LINE DISTRIBUTION 3.1.3 - (\$8.40)  
 PO TOTAL REDUCED FROM \$13,103.03 TO \$6,924.57  
 REASON: RELEASE FUTURE ENCUMBRANCES

POCN2, Travis R, 07/29/2020: Added line 4-6 for months 20-32 of service. Updated buyer name for PO changes

POCN# 3 - by Mandy Maxwell, 08/03/2021

Changed buyer from Travis Reese to Amanda Maxwell. Added lines 7-9 for FY22 funding. Updated shipping to CRD

Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	Toshiba Copier e-Studio 4515AC (color) Copier Lease.	985/58	19.0000	MO	\$360.48000	\$6,849.12	12/31/2018

Ship To: 1P06

Delivery Instructions:

4000 Jackson  
 Avenue  
 Austin TX 78731  
 United States

Schedule Total

Contract ID:  
0000006356

ReqID:  
0000007165

Item Total for Line # 1

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Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
2-1	Color Copy/Print Overages; 1901+ (per month) billed at \$0.419 each	985/58	1500.0000	EA	\$0.04190	\$0.00	12/31/2018
<b>Ship To:</b> 1P12		<b>Delivery Instructions:</b>					
4000 Jackson Avenue Austin TX 78731 United States							
						<b>Schedule Total</b>	<input type="text" value="\$0.00"/>
<b>Contract ID:</b> 0000006356				<b>ReqID:</b> 0000007165			
						<b>Item Total for Line # 2</b>	<input type="text" value="\$0.00"/>

Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
3-1	Black & White Copy/Print Overages; 5,001+ (per month) billed @ \$0.0084 each	985/58	1500.0000	EA	\$0.00840	\$0.00	01/31/2019
<b>Ship To:</b> 1P12		<b>Delivery Instructions:</b>					
4000 Jackson Avenue Austin TX 78731 United States							
						<b>Schedule Total</b>	<input type="text" value="\$0.00"/>
<b>Contract ID:</b> 0000006356				<b>ReqID:</b> 0000007165			
						<b>Item Total for Line # 3</b>	<input type="text" value="\$0.00"/>

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Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
4-1	Toshiba Copier e-Studio 4515AC (color) Copier Lease	985/58	12.0000	MO	\$360.48000	\$4,325.76	09/01/2020
<b>Ship To: 1P06</b>		<b>Delivery Instructions:</b>					
4000 Jackson Avenue Austin TX 78731 United States							
						<b>Schedule Total</b>	\$4,325.76
<b>Contract ID:</b> 000006356				<b>ReqID:</b> 000009367			
Line 4: Months 20-32, 09/01/2020-08/31/2021							
Overall Term of Service: 02/01/2019 - 01/31/2022							
Accessories includes: MJ1109 Finisher; MR3031 RADF; KN5005 Bridge Kit; MJ6105 Hole Punch; KD1059LT-2000 Sheet LCF; GD1370 Fax Board							
Monthly fee also included: 5,000 Black impressions 1900 Color impressions							
						<b>Item Total for Line # 4</b>	\$4,325.76
Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
5-1	Black & White Copy/Print Overages; 5,001+ (per month) billed @ \$0.0084 each	985/58	1000.0000	EA	\$0.00840	\$8.40	09/01/2020
<b>Ship To: 1P06</b>		<b>Delivery Instructions:</b>					
4000 Jackson Avenue Austin TX 78731 United States							
						<b>Schedule Total</b>	\$8.40
<b>Contract ID:</b> 000006356				<b>ReqID:</b> 000009367			
						<b>Item Total for Line # 5</b>	\$8.40

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Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
6-1	Color Copy/Print Overages; 1901+ (per month) billed at \$0.419 each	985/58	1000.0000	EA	\$0.04190	\$41.90	09/01/2020
<b>Ship To: 1P06</b>		<b>Delivery Instructions:</b>					
4000 Jackson Avenue Austin TX 78731 United States							
						Schedule Total	\$41.90
<b>Contract ID:</b> 0000006356				<b>ReqID:</b> 0000009367			
						Item Total for Line # 6	\$41.90

Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
7-1	Toshiba Copier e-Studio 4515AC (color) Copier Lease	985/58	5.0000	MO	\$360.48000	\$1,802.40	08/03/2021
<b>Ship To: 1P06</b>		<b>Delivery Instructions:</b>					
4000 Jackson Avenue Austin TX 78731 United States							
						Schedule Total	\$1,802.40
<b>Contract ID:</b> 0000006356				<b>ReqID:</b> 0000010757			
Term: 09/01/2021-01/31/2022							
Overall Term of Service: 02/01/2019 - 01/31/2022							
Accessories includes: MJ1109 Finisher; MR3031 RADF; KN5005 Bridge Kit; MJ6105 Hole Punch; KD1059LT-2000 Sheet LCF; GD1370 Fax Board							
Monthly fee also included: 5,000 Black impressions 1900 Color impressions							
						Item Total for Line # 7	\$1,802.40

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Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
8-1	Black & White Copy/Print Overages; 5,001+ (per month) billed @ \$0.0084 each	985/58	1000.0000	EA	\$0.00840	\$8.40	08/03/2021
Ship To: 1P06		Delivery Instructions:					
4000 Jackson Avenue Austin TX 78731 United States							
						Schedule Total	\$8.40
<u>Contract ID:</u> 0000006356				<u>ReqID:</u> 0000010757			
						Item Total for Line # 8	\$8.40

Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
9-1	Color Copy/Print Overages; 1901+ (per month) billed at \$0.419 each	985/58	1000.0000	EA	\$0.04190	\$41.90	08/03/2021
Ship To: 1P06		Delivery Instructions:					
4000 Jackson Avenue Austin TX 78731 United States							
						Schedule Total	\$41.90
<u>Contract ID:</u> 0000006356				<u>ReqID:</u> 0000010757			
						Item Total for Line # 9	\$41.90

Total PO Amount \$13,077.88

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

*M. Naell* Purchaser, CTCI

08/06/2021