



Texas Department of Motor Vehicles
 Business Unit # 60800
 Purchase Order # 000007733
 Purchase Order Change Notice (# 7)

Payment Terms: NET30 **Freight Terms:** FOB Destination **Ship Via:** See Detail Below **PCC:** I **Date:** 12/11/19 **PO Method:** CP **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: 1P12 - Finance Admin Services
 4000 Jackson Avenue
 Austin TX 78731
 United States

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:

POCN# 7 - by Mandy Maxwell, 08/03/2021
 Changed buyer from Travis Reese to Amanda Maxwell. Added line 7 for FY22 funding. MONTHS 12 - 23: SEPTEMBER 01, 2021 - AUGUST 31, 2022

POCN#6, Travis R, 12/08/2020: Toshiba informed TxDMV that DIR lease rates have dropped since our original quote. New monthly cost for eStudio 5015 AC is \$302.46 /mo instead of \$313.25 /mo

POCN#5, Travis R, 12/04/2020: DIR does not allow for 35 month lease, overall service term has to be increased to 36 months. Full service period will be 10/01/2020 - 09/30/2023

POCN#4, Travis R, 09/30/2020: New PO term will be 35 months, not 36. New end date will be 08/31/2023. Adjusted dates in PO.

POCN#3 - Travis R, 09/30/2020: Austin service center originally received copier on PO 7070 which did not meet their needs. Toshiba sent a new (replacement) copier to meet the needs of Austin service center on PO 7733. Austin service center discontinued use of copier on PO 7070 and began using copier on PO 7733. Toshiba confirms that they mistakenly did not process PO 7733 and have instead continued invoicing TxDMV on PO 7070. In a meeting today, 09/30/2020, Toshiba agreed that they would cancel all invoices up to this point due to the error. 10/01/2020 will now be considered the start of this contract, expiring on 09/30/2023.

POCN#2 - Travis R, 07/27/2020: Added Line 4 for service period 3, months 15-26. Line 5, 6 for overages

POCN#1 - Travis R, 02/19/2020: Additional funds added for color and black white copier overages. Buyer updated for PO edits

Toshiba e-Studio 5015ACT - S/N: SCNIJ37499
 Location:
 Texas Department of Motor Vehicles
 1001 E. Parmer Lane, Suite A
 Austin, TX 78731

Contract#: State of Texas DIR-CPO-4426

Contract is for 36 Month Fair Market Value Lease.

Lease Period:

MONTHS 1 - 11: OCTOBER 01, 2020 - AUGUST 31, 2021

Authorized Signature

M. Maxwell, Purchaser, CTCI

08/06/2021



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MONTHS 12 - 23: SEPTEMBER 01, 2021 - AUGUST 31, 2022
MONTHS 24 - 35: SEPTEMBER 01, 2022 - AUGUST 31, 2023
MONTH 36 - SEPTEMBER 01, 2023 - SEPTEMBER 30, 2023

Copier Lease:

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-INVOCES@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.

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.

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,

Authorized Signature

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and both parties agree.

Vendor Contact: Maryellen Absher, Phone: 512-237-0259 and/or email: maryellen.absher@tbs.toshiba.com

TxDMV contact: Juan Lombrana, (512) 719-6915, Juan.Lombrana@TxDMV.gov

Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	Toshiba E-Studio 5015 AC Lease 2020	985/26	8.0000	MO	\$313.25000	\$0.00	CANCEL
						Schedule Total	\$0.00
Contract ID: 0000007070				ReqID: 0000008162			
						Item Total for Line # 1	\$0.00

Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
2-1	Color Copy/Print Overage: 401+ (per month) billed @ 0.0415 - Overages for PO# 7733	985/58	5000.0000	EA	\$0.04150	\$0.00	CANCEL
						Schedule Total	\$0.00
Contract ID: 0000007070				ReqID: 0000008692			
						Item Total for Line # 2	\$0.00

Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
3-1	Black & White Copy/Print Overage: 10,001+ (Per month) billed @ 0.0076 ea - Overages for PO 7733	985/58	2000.0000	EA	\$0.00760	\$0.00	CANCEL
						Schedule Total	\$0.00
Contract ID: 0000007070				ReqID: 0000008692			
						Item Total for Line # 3	\$0.00

Authorized Signature

M. Naell Purchaser, CTCI

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Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
4-1	Toshiba E-Studio 5015AC Lease 2021	985/26	11.0000	MO	\$302.46000	\$3,327.06	08/31/2020
	Service Period 1 / Months 1-11						
						Schedule Total	\$3,327.06
Contract ID: 0000007733				ReqID: 0000009404			
Current Service Period, Line 4: 10/01/2020 - 08/31/2021							
Overall service period: 10/01/2020 - 09/30/2023							
Toshiba E-Studio 5015AC - S/N SCNIJ37499 MR3031b sheet 1 Pass Doc Feeder, MJ1042b and MJ6011 holepunch, GD1370 Fax, KD1059LTB Tandem Drawer, Includes all parts, labor, toner and staples.							
Monthly Base B/W 10000 at \$0.0076 CPC. Service Cost BLK and White copies \$76.00. Monthly Base Color 400 at \$0.04182 CPC. Service Cost Color Copies \$16.73. Lease Payment \$209.73 + Monthly Service \$92.73 = \$302.46 per month.							
						Item Total for Line # 4	\$3,327.06
5-1	Color Copy/Print Overages: 401+ (per month) billed @ \$0.0415	985/58	5000.0000	EA	\$0.04150	\$207.50	08/31/2020
						Schedule Total	\$207.50
Contract ID: 0000007733				ReqID: 0000009404			
						Item Total for Line # 5	\$207.50
6-1	Black & White Copy/Print Overages: 10,001+ (per month) billed @ \$0.0076 ea	985/58	1000.0000	EA	\$0.00760	\$7.60	08/31/2020
						Schedule Total	\$7.60
Contract ID: 0000007733				ReqID: 0000009404			
						Item Total for Line # 6	\$7.60

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Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
7-1	Toshiba E-Studio 5015AC Lease 2021	985/26	12.0000	MO	\$313.25000	\$3,759.00	08/31/2021
	Service Period 1 / Months 1-11						
						Schedule Total	\$3,759.00
Contract ID:				ReqID:			
0000007733				0000010783			
Current Service Period: 9/01/2021 - 08/31/2022							
Overall service period: 10/01/2020 - 09/30/2023							
Toshiba E-Studio 5015AC - S/N SCNIJ37499 MR3031b sheet 1 Pass Doc Feeder, MJ1042b and MJ6011 holepunch, GD1370 Fax, KD1059LTB Tandem Drawer, Includes all parts, labor, toner and staples.							
Monthly Base B/W 10000 at \$0.0076 CPC. Service Cost BLK and White copies \$76.00. Monthly Base Color 400 at \$0.04182 CPC. Service Cost Color Copies \$16.73. Lease Payment \$209.73 + Monthly Service \$92.73 = \$302.46 per month.							
						Item Total for Line # 7	\$3,759.00

Total PO Amount \$7,301.16

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

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