



Texas Department of Motor Vehicles
 Business Unit # 60800
 Purchase Order # 0000008490
 Purchase Order Change Notice (# 2)

Payment Terms: NET30 **Freight Terms:** FOB Destination **Ship Via:** See Detail Below **PCC:** I **Date:** 07/07/20 **PO Method:** DG **Dispatch:** Dispatch Via Print **Rev Dt:** 09/15/21

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: 1P18 - Lubbock Region
 135 Slaton Road
 Building B - VTR
 Lubbock TX 79404
 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# 2 - by Mandy Maxwell 09/15/2021
 Changed buyer from Travis Reese to Amanda Maxwell
 Updated PO end date
 Added Contract ID
 Added 12 months of funding, one month will be used for FY21 and the remaining 11 months will be used for FY22. One month to be added later to complete FY22 funding.

POCN 1, Travis R, 09/15/2020
 - Copier was not delivered until 08/10/2020; Adjusted lease term periods accordingly. Added serial number S701794730HX6T to header + line description

Lexmark XM1246, S/N: S701794730HX6T

Destination:
 Texas Department of Motor Vehicles, Lubbock Regional Service Center
 135 Slaton Road
 Building B
 Lubbock, TX 79404

Contract#: State of Texas DIR-CPO-4426
 Contract is for 36 Month Lease.

Lease Period:

PO# 60800 0000008490, 08/10/2020 thru 08/31/2021 (Lease period 1)
 09/01/2021 thru 08/31/2022 (Lease period 2)
 09/01/2022 thru 08/09/2023 (Lease period 3)

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.

Authorized Signature

M. Maxwell, Purchaser, CTCI

09/17/2021



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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.

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, and both parties agree.

TxDMV Contact:

Rita Gutierrez
Rita.Gutierrez@TxDMV.gov

Authorized Signature

09/17/2021



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(806) 748-2911

Vendor Contact:
 Maryellen Absher
 maryellen.absher@tbs.toshiba.com
 (512) 237-0259

Pricing per Toshiba Investment Schedule dated 06/08/2020

| Line-Sch: | Line Description: | Class/Item: | Quantity: | UOM: | Unit Price: | Extended Amt: | Due Date: |
|-----------|--|-------------|-----------|------|-------------|---------------|------------|
| 1-1 | Lexmark XM1246 Mono Printer Tool S/N: S701794730HX6T | 985/58 | 12.0000 | MO | \$62.89000 | \$754.68 | 07/07/2020 |
| | Lease Period 1, Months 1-11 | | | | | | |

Schedule Total

ReqID:
0000009273

Monthly Investment of \$62.89 total (\$40.54 copier lease 36 months and 1500 black and white copies per month at .01490 = \$22.35) with overages rate at .01490. Service includes parts, labor, travel, and supplies; everything except for paper. Per DIR-CPO-4426

Item Total for Line # 1

| Line-Sch: | Line Description: | Class/Item: | Quantity: | UOM: | Unit Price: | Extended Amt: | Due Date: |
|-----------|--|-------------|-----------|------|-------------|---------------|------------|
| 2-1 | Lexmark XM1246 Mono Printer Tool S/N: S701794730HX6T | 985/58 | 12.0000 | MO | \$62.89000 | \$754.68 | 09/15/2021 |
| | Lease Period 2, Months 12 - 23 | | | | | | |

Schedule Total

Contract ID:
0000008490

ReqID:
0000011021

Monthly Investment of \$62.89 total (\$40.54 copier lease 36 months and 1500 black and white copies per month at .01490 = \$22.35) with overages rate at .01490. Service includes parts, labor, travel, and supplies; everything except for paper. Per DIR-CPO-4426

Item Total for Line # 2

Total PO Amount

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. Naill Purchaser, CTCI

09/17/2021