



Texas Department of Motor Vehicles  
 Business Unit # 60800  
 Purchase Order # 0000010794  
 Purchase Order Change Notice (# 2)

**Payment** NET30 **Freight** FOB **Ship Via:** US MAIL **PCC:** I **Date:** 03/10/22 **PO Method:** DG **Dispatch:** Dispatch **Rev Dt:** 06/21/22  
**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:** 1P13 - Fort Worth Region  
 2425 Gravel Dr.  
 Fort Worth TX 76118  
 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:** 512/465-5641

**Bill To Fax:**

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

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

**PO Information:**

Overages for SCNLL59146  
 .POCN# 2 - by Richard Oballo, 06/21/2022  
 Added lines 9 for June black and white overages.

POCN# 1 - by Mandy Maxwell, 05/31/2022  
 Added lines 7 and 8 for April black and white overages.

**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-CPO-4426, Appendix F Master Lease Agreement. It is acknowledged and agreed that this purchase order constitutes a schedule as defined in the Master Lease Agreement.

Location: FORT WORTH SERVICE CENTER

QTY 2 - COLOR Toshiba e-STUDIO4515AC, 45 Page per minute COLOR  
 Included Features: MR3031b 100-sheet RADF, MJ1109b Console finisher with Stapling, KN5005 Bridge Kit, MJ6105 Hole punch, KD1059b, 2000 sheet large capacity feeder, GD1370n Analog Fax Unit

48 Month lease- \$189.67 EACH per month each  
 8000 black and white @ .00806 overage .0080 \$64.48 and 2000 color @.04282 overage .04250 \$85.64  
 Total monthly service payment \$150.12

Black and white copy allowance based on average use each month/ color based on DIR minimum  
 color copies per 45ppm color.

Total payment lease + service 48 months \$ 339.79 each  
 Total on 2 Toshiba 4515ac 48-month term lease + service \$679.58

Renewals are as follows, unless terminated sooner in accordance with the terms of the purchase order/contract.  
 In addition, the department, in its sole discretion, may extend any contract for up to 90 days, in whole or in part.

FY22 - 04/01/2022 to 08/31/2022, Months 1-5 of 48 month lease  
 FY23 - 09/01/2022 to 08/31/2023, Months 6-17 of 48 month lease  
 FY24 - 09/01/2023 to 08/31/2024, Months 18-29 of 48 month lease  
 FY25 - 09/01/2024 to 08/31/2025, Months 30-42 of 48 month lease  
 FY26 - 09/01/2025 to 02/28/2026, Months 43-48 of 48 month lease

**Authorized Signature**

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All quantities are estimates only and the department reserves the right to increase and/or decrease the quantities to meet the departments need. At each renewal option, the parties may negotiate agree on a price reduction or escalation.

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.

Purchase made in accordance with the terms and conditions set forth in contract: DIR-CPO-4426

Change Orders:

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.

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](mailto: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.

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).

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

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

Quote: TXDMV FORT WORTH replacing PO 6307 Serial SCNLH57984 and SCNLH58100

Vendor Contact: Maryellen Abshire  
 Office: 737-236-7007  
 Cell: 512-237-0259  
 Email: maryellen.absher@tbs.toshiba.com

TxDMV Contact: Christy McDaniel  
 Vehicle Titles Reg Division  
 Phone: 817/285-1512  
 Email: christy.McDaniel@txdmv.gov

Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	MYD - TOSHIBA e-STUDIO 4515AC	985/26	5.0000	EA	\$339.79000	\$1,698.95	03/14/2022

Schedule Total

**Contract ID:**  
0000010794

**ReqID:**  
0000011630

Term of service: April 1, 2022, through August 31, 2022 (months 1-5 of 48-month lease)  
 SN# CNAM64785

Item Total for Line # 1

Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
2-1	Overages - Black and White Impressions 8000+	985/26	500.0000	EA	\$0.00800	\$4.00	03/14/2022

Schedule Total

**Contract ID:**  
0000010794

**ReqID:**  
0000011630

Item Total for Line # 2

Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
3-1	Overages - Color Impressions 2000+	985/26	100.0000	EA	\$0.04250	\$4.25	03/14/2022

Schedule Total

**Contract ID:**  
0000010794

**ReqID:**  
0000011630

Item Total for Line # 3

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Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
4-1	MYD - TOSHIBA e-STUDIO 4515AC	985/26	5.0000	EA	\$339.79000	\$1,698.95	03/14/2022
						Schedule Total	\$1,698.95
<b>Contract ID:</b> 0000010794				<b>ReqID:</b> 0000011630			
Term of service: April 1, 2022, through August 31, 2022 (months 1-5 of 48-month lease) SN# CNLL59146							
						Item Total for Line # 4	\$1,698.95
5-1	Overages - Black and White Impressions 8000+	985/26	500.0000	EA	\$0.00800	\$4.00	03/14/2022
						Schedule Total	\$4.00
<b>Contract ID:</b> 0000010794				<b>ReqID:</b> 0000011630			
						Item Total for Line # 5	\$4.00
6-1	Overages _ Color Impressions 2000+	985/26	100.0000	EA	\$0.04250	\$4.25	03/14/2022
						Schedule Total	\$4.25
<b>Contract ID:</b> 0000010794				<b>ReqID:</b> 0000011630			
						Item Total for Line # 6	\$4.25
7-1	Overages - Black and White Impressions 8000+	985/26	1585.0000	EA	\$0.00800	\$12.68	06/16/2022
						Schedule Total	\$12.68
				<b>ReqID:</b> 0000011902			
						Item Total for Line # 7	\$12.68

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Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
8-1	Overages - Black and White Impressions 8000+	985/26	4758.0000	EA	\$0.00800	\$38.06	06/16/2022
						Schedule Total	\$38.06
				ReqID:			
				0000011902			
						Item Total for Line # 8	\$38.06
Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
9-1	Overages for excess black/white copies	985/26	2990.0000	EA	\$0.00800	\$23.92	06/21/2022
						Schedule Total	\$23.92
				ReqID:			
				0000011969			
						Item Total for Line # 9	\$23.92
						Total PO Amount	\$3,489.06

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>

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