



Texas Department of Motor Vehicles
 Business Unit # 60800
 Purchase Order # 0000011806
 Purchase Order Change Notice (# 2)

Payment Terms: NET30 **Freight Terms:** FOB Destination **Ship Via:** US MAIL **PCC:** I **PO Date:** 09/27/2022 **PO End Date:** 08/31/2023 **PO Method:** DG **Dispatch:** Dispatch Via Email02/22/2023 **Rev Dt:**

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: 1P07 - Corpus Christi Region
 602 N. Staples Street
 Corpus Christi TX 78401
 United States

Vendor ID: 1330865305 7 004

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:

Quote: TXDMV CORPUS CHRISTI Regional Service Center
 Replacing Serial SCNCJ36536 original PO 7399

POCN# 2 by Mandy Maxwell 02/22/2023
 Added line 4 for 20,000 additional bw overages.
 All other information remains the same.

POCN# 1 - by Mandy Maxwell, 12/28/2022
 Reduced line 1 from 10 months to 9 months
 Updated term dates.
 All other information remains the same.

Toshiba e-STUDIO4515AC - 45 Page per minute COLOR - SN# SCNEM37942/TC1854
 Included Features: MR3031b 100-sheet RADF, MJ1042b Inner Finisher with Stapling, MJ6011 Hole punch, KD1059b, 2000 sheet large capacity feeder, GD1370n Analog Fax Unit

48 Month lease- \$ 201.39 per month
 Service 3,000 black and white @ .00806, overages .0080 \$ 24.18 and 4,000 color @ .04282, overage .04250
 \$ 171.28 = Total monthly service payment \$ 195.46
 Black and white copy allowance based on average use each month/ color based on DIR minimum color copies per 45 ppm color

Total payment lease + service 48 months \$396.85

48 Month Lease Period: 11/16/2022 - 11/15/2026

FY23 - 12/01/2022 - 8/31/2023 (Lease period 1) Months 1 to 9 of a 48 month lease
 FY24 - 09/01/2023 - 08/31/2024 (Lease period 2) Months 10 to 21 of a 48 month lease
 FY25 - 09/01/2024 - 08/31/2025 (Lease period 3) Months 22 to 33 of a 48 month lease
 FY26 - 09/01/2025 - 08/31/2026 (Lease period 4) Months 34 to 45 of a 48 month lease
 FY27 - 09/01/2026 - 11/30/2026 (Lease period 5) Months 46 to 48 of a 48 month lease

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 48 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.

Authorized Signature

Mandy Maxwell, CTOD/CTOM

02/22/2023



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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.

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.

This procurement is governed by the terms and conditions in DIR Contract Number DIR-TSO-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 (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).

Authorized Signature

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

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

TxDMV Contact: Cindy Cortinas
 Email: Cynthia.cortinas@txdmv.gov
 Phone: 361/808-3912

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

Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	Toshiba e-studio 4515AC	30101	985/58	9.0000	MO	\$396.85000	\$3,571.65	09/27/2022

Schedule Total

Contract ID:
0000011806

ReqID:
0000012498

FY23 - 12/01/2022 - 8/31/2023 (Lease period 1) Months 1 to 9 of a 48 month lease

Toshiba e-STUDIO4515AC - 45 Page per minute COLOR
 SN# SCNEM37942

Included Features: MR3031b 100-sheet RADF, MJ1042b Inner Finisher with Stapling, MJ6011 Hole punch, KD1059b, 2000 sheet large capacity feeder, GD1370n Analog Fax Unit

Item Total for Line # 1

Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
2-1	Color Overages, 4,001+	30101	985/26	1200.0000	EA	\$0.04250	\$51.00	09/27/2022

Schedule Total

Contract ID:
0000011806

ReqID:
0000012498

Item Total for Line # 2

Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
3-1	Black and White Overages, 3,001+	30101	985/26	12000.000 0	EA	\$0.00800	\$96.00	09/27/2022

Schedule Total

Contract ID:
0000011806

ReqID:
0000012498

Item Total for Line # 3

Authorized Signature

Maryellen Absher, CTOD/COM

02/22/2023



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Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
4-1	Black and White Overages, 3,001+	30101	985/26	20000.000 0	EA	\$0.00800	\$160.00	02/22/2023
							Schedule Total	<input type="text" value="\$160.00"/>
Contract ID: 0000011806					ReqID: 0000013043			
							Item Total for Line # 4	<input type="text" value="\$160.00"/>

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.

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Authorized Signature

[Handwritten Signature]

02/22/2023