



**Texas Department of Motor Vehicles**  
**Business Unit # 60800**  
**Purchase Order # 0000003120**  
**Purchase Order Change Notice (# 4)**

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Payment Terms: **NET30** Freight Terms: **FOB Destination** Ship Via: **VNDR** PCC: **I** Date: **09/28/16** PO Method: **DG** Dispatch: **Dispatch Via Print** Rev Dt: **11/29/18**

**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:** 1P09 - El Paso Region  
1227 Lee Trevino, Ste. 100  
El Paso TX 79907  
United States

**Vendor ID:** 1330865305 7

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

**Purchaser:** Rodrigo Garcia  
**Phone:** 512/465-4181  
**Fax:** 512/465-5641  
**Email:** Rodrigo.Garcia@txdmv.gov

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

**PO Information:**

The following applies to the entire purchase order.

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.

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 not less than 60 days 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.

**Authorized Signature**

*Rodrigo Garcia*

**11/29/2018**



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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.

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).

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, whichever is later.

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

TxDMV Contact:

Melissa Frescas - 915-594-6011 or Melissa.Frescas@TxDMV.gov

Vendor Contact:

Robert Lutz - 512-422-4075 or Robert.Lutz@tbs.toshiba.com

POCN 1 - 11/21/16

Issued POCN to update vendor information per new W-9 from the vendor. rg

POCN 2 - 2/13/17

Issued POCN to add Line 4 for incidental black/white overages. rg

POCN 3 - 12-27-2017 PAR

Changed buyer from RG to DL.

POCN# 4 by Rodrigo Garcia on 11/29/2018. Additional funds added for color and black/white copier overages.

Vendor information updated. Buyer updated

Authorized Signature

*Rodrigo Garcia*

11/29/2018



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Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	Toshiba e-Studio 4505AC Multifunction Copier Lease Accessories: MJ1109 Finisher MR3031 RADF KN5005 Bridge Kit MJ6105 Hole Punch KD1056LT-2000 Sheet LCF GD1370 Fax Board  Lease Period: 12/01/16 - 11/30/19	985/58	36.0000	MO	\$304.57000	\$10,964.52	11/26/2016
						Schedule Total	\$10,964.52
<u>Contract ID:</u> 0000003120				<u>ReqID:</u> 0000003604			
Incidental Charges - \$10.96							
Monthly Black/White Print Allowance: 11,000 ea							
Monthly Color Print Allowance: 300 ea							
S/N: SCFIF58121							
						Item Total for Line # 1	\$10,964.52
2- 1	11,001+ per Month Black/White Print Overages (\$0.0084 ea)	985/58	1800.0000	EA	\$0.00840	\$15.12	11/26/2016
						Schedule Total	\$15.12
<u>Contract ID:</u> 0000003120				<u>ReqID:</u> 0000003604			
						Item Total for Line # 2	\$15.12

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Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
3- 1	301+ per Month Color Print Overages (\$0.0419 ea)	985/58	900.0000	EA	\$0.04190	\$37.71	11/26/2016
						<b>Schedule Total</b>	\$37.71
<u>Contract ID:</u> 0000003120				<u>ReqID:</u> 0000003604			
						<b>Item Total for Line # 3</b>	\$37.71
4- 1	11,001+ per Month Black/White Print Overages (\$0.0084 ea)	985/58	59523.0000	EA	\$0.00840	\$499.99	02/14/2017
						<b>Schedule Total</b>	\$499.99
<u>Contract ID:</u> 0000003120				<u>ReqID:</u> 0000004202			
						<b>Item Total for Line # 4</b>	\$499.99
5- 1	11,001+ per Month Black/White Print Overages (\$0.0084 ea)	985/85	10105.0000	EA	\$0.00840	\$84.88	11/29/2018
						<b>Schedule Total</b>	\$84.88
<u>Contract ID:</u> 0000003120				<u>ReqID:</u> 0000007066			
						<b>Item Total for Line # 5</b>	\$84.88

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Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
6- 1	301+ per Month Color Print Overages (\$0.0419 ea)	985/85	1487.0000	EA	\$0.04190	\$62.31	11/29/2018
						Schedule Total	\$62.31
Contract ID: 0000003120				ReqID: 0000007066			
						Item Total for Line # 6	\$62.31

Total PO Amount \$11,664.53

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

*Rodrigo Garcia*

11/29/2018