



Texas Department of Motor Vehicles
Business Unit # 60800
Purchase Order # 0000005020
Purchase Order Change Notice (# 4)

Payment Terms: NET30 Freight Terms: FOB Destination Ship Via: US MAIL PCC: 0 Date: 03/23/18 PO Method: IA Dispatch: Dispatch Via Print Rev Dt: 09/20/18

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: TEXAS STATE UNIVERSITY
OFFICE OF SPONSORED PROGRAMS/JCK 420
601 UNIVERSITY DR
SAN MARCOS TX 786664685
United States

Ship To: 1P00 - TxDMV Warehouse
4000 Jackson Avenue
Austin TX 78731
United States

Vendor ID: 3754754754 9

Bill To: 4000 Jackson Avenue
Austin TX 78731
United States

Purchaser: Paula A Ramsey
Phone: 512/465-4193
Fax: 512/465-5641
Email: Paula.Ramsey@TxDMV.gov

Fax:
Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

Per the Statement of Work - A kickoff meeting to discuss the project will take place no later than one week following the execution of the contract. A detailed timeline will be discussed at the kickoff meeting.

TxDmv Contact:
Caroline Love, Director of Government and Strategic Communications
512-465-4019
Caroline.Love@TxDMV.gov

Secondary TxDmv Contact:
Tom Shindell, Innovation Strategic Analyst
512-465-3037
Tom.Shindell@TxDMV.gov

Texas State Contact:
Matthew Pantuso, Project Manager
469-853-5930
map@txstate.edu

Texas State Fiscal Oversight Contact:
Marivel Alvarez
Post-Award Support Services
J C Kellam, Room 420
601 University Drive
San Marcos, TX 78666
Phone: 512-245-2102
Email: grants@txstate.edu

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.

Authorized Signature



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Each SVCU (service unit) is priced at \$1.00. A SVCU is a TxDMV internal system unit of measure. Vendor shall invoice at the price(s) for work authorized under the purchase order.

Interagency Agreement Contract Act:
Texas Government Code, Title 7, Chapter 771

POCN# 1 PAR 3-28-2018
Changed Supplier ID

POCN# 2 PAR 4-3-2018
Corrected Dispatch Error.

POCN# 3 PAR
Updated agreed to deliverable schedule.

POCN# 4 PAR 9-20-2018
NOTE - 9-20-2018 - Updated Deliverable Schedule as agreed upon by both parties:
Draft report for S.B. 2076 - Due 10-31-2018
Draft report H.B. 1959 - Due 1-4-2019

Final report for S.B. 2076 - Due 12-10-2018
Final report for H.B. 1959 - Due 2-1-2019

Terms and Conditions are modified below as requested. All other Terms and Conditions remain the same.

10. PATENTS, TRADEMARKS, OR COPYRIGHTS:

To the extent authorized under the Constitution and laws of the State of Texas, Bidder agrees to defend and indemnify the TxDMV and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TxDMV's or the State's use of any good or service provided by the bidder as a result of this solicitation.

15. DISPUTE RESOLUTION:

The dispute resolution process provided for in Chapter 2009, Gov't Code must be used by the TxDMV and the bidder to attempt to resolve any dispute arising under any contract resulting from this solicitation.

17. TEXAS PUBLIC INFORMATION ACT:

Notwithstanding any provisions of this solicitation to the contrary, it is understood that TxDMV as well as Texas State University will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, either party will refer to the other party any third party requests, received directly, for information to which the party has access as a result of or in the course of performance under any contract resulting from this solicitation. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder and its confidentiality maintained by the bidder.

21. INDEMNIFICATION:

21.1 Acts or Omissions

To the extent authorized under the Constitution and laws of the State of Texas Bidder shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Bidder or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY BIDDER WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND BIDDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. BIDDER AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

21.2 Infringements

a) To the extent authorized under the Constitution and laws of the State of Texas Bidder shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF BIDDER PURSUANT TO THIS CONTRACT. BIDDER AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. BIDDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY BIDDER WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND BIDDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Bidder shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Bidders written approval,

Authorized Signature

Paula Ramsey, CTCM, CTAD



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(iii) any modifications made to the product by the Bidder pursuant to Customers specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Bidder becomes aware of an actual or potential claim, or Customer provides Bidder with notice of an actual or potential claim, Bidder may (or in the case of an injunction against Customer, shall), at Bidders sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customers use is non-infringing.

21.3 Taxes/Workers Compensation/Unemployment Insurance Including Indemnity

1) BIDDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, BIDDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF BIDDERS AND BIDDER'S EMPLOYEES TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. BIDDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE BIDDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) To the extent authorized under the Constitution and laws of the State of Texas BIDDER AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, THE DEFENSE SHALL BE COORDINATED BY BIDDER WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND BIDDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. BIDDER AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

24. NEWS RELEASES, ADVERTISEMENTS AND PUBLICITY:

Bidder must not make any news releases, public announcements, or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this contract, without the express, prior written approval of TxDMV, and then only in accordance with explicit written instructions from TxDMV. Bidder must not use the name of the State of Texas or TxDMV in any advertisement, promotion or otherwise for any purpose regarding this contract without the express prior written consent of TxDMV. TxDMV is not authorized to provide endorsements.

Either Party may publish its results from this research project. However, the publishing Party shall provide the other Party a thirty-day (30) period in which to review proposed publications, identify proprietary or confidential information and submit comments. The publishing Party will give full considerations to all comments before publication.

28. INSURANCE REQUIREMENTS:

Workers Compensation Employers Liability Contractor must maintain Workers' Compensation insurance coverage in accordance with statutory limits.

Workers Compensation: Statutory Limits

Employers Liability: Each Accident \$1,000,000

Disease-Each Employee \$1,000,000

Disease-Policy Limit \$1,000,000

This Web site (Coverage starts with 406 of the Labor code) addresses what Texas requires of WC.

<http://www.tdi.texas.gov/wc/act/index.html>

Commercial General Liability:

Occurrence based:

Bodily Injury and Property Damage Each occurrence limit: \$1,000,000

Aggregate limit: \$2,000,000

Medical Expense each person: \$5,000

Personal Injury and Advertising Liability: \$1,000,000

Products /Completed Operations Aggregate Limit: \$2,000,000

Damage to Premises Rented to You: \$50,000

Only recommend the Umbrella/Excess Liability if the state agency feels that the general liability limits are not high enough for the exposure presented by the job being completed.

Umbrella/Excess Liability:

Minimum suggested Limit: \$1,000,000 (depending on the size of the job)

Note: The required coverage is to be with companies licensed in the state of Texas, with an A rating from A.M. Best, and authorized to provide the corresponding coverage. If the performing agency is an agency of the State of Texas including the Institutions of Higher Education, it is understood University is unable under Texas law to obtain Employers Liability, Comprehensive General or Public Liability, and comprehensive Automobile Insurance. The Texas Tort Claims Act provides for remedies against the State for legal proceedings for claimants in the area noted in this Item 28.

The University, to the extent authorized under the Constitution and laws of the State of Texas and without waiving sovereign immunity will agree to be responsible for the universitys own negligent acts or omissions in the performance of the sponsored project.

TxDmv will add to the agreement:

Termination for convenience or Cause:

Either party may, by written notice, terminate the contract for cause or convenience. Either party will provide a thirty (30) day written notice of termination to the contractor of the intent to terminate. If termination for Cause an opportunity for the consultation with the other party will be offered prior to termination. In the event of termination for any reason, Texas State shall be paid for all work satisfactorily completed to the date of termination and for an non-cancelable obligations related to the contract.

Authorized Signature

Paula Ramsey, CCM, CCO



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Non-Waiver of Sovereign Immunity:
 Nothing herein shall constitute a waiver of either party's sovereign immunity.
 This Purchase Order is unilateral and does not require a Texas State signature for execution.

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
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1- 1	Interim Study of Titling and Registration Processes and New Credentialing Technologies SOW. See attached response.Period of service is 3-26-2018 through February 28, 2019.	963/43	1.0000	USD	\$151,000.00000	\$151,000.00	12/01/2018
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Schedule Total

ReqID:
0000005663

Deliverable Schedule:
 Draft report for S.B. 2076 - Due 9-1-2018
 Draft report H.B. 1959 - Due 10-1-2018
 Final report for S.B. 2076 - Due 10-1-2018
 Final report for H.B. 1959 - Due 11-30-2018

5-29-2018 - Updated Deliverable Schedule
 Draft report for S.B. 2076 - Due 10-31-2018
 Draft report H.B. 1959 - Due 8-9-2019

Final report for S.B. 2076 - Due 12-10-2018
 Final report for H.B. 1959 - Due 9-13-2019

NOTE - 9-20-2018 - Updated Deliverable Schedule as agreed upon by both parties:
 Draft report for S.B. 2076 - Due 10-31-2018
 Draft report H.B. 1959 - Due 1-4-2019

Final report for S.B. 2076 - Due 12-10-2018
 Final report for H.B. 1959 - Due 2-1-2019

Item Total for Line # 1

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