Texas Department of Motor Vehicles

Business Unit # 60800
Purchase Order # 0000018079

Payment Terms:	Freight Terms:	Ship Via:	PCC:	PO Date:	PO End Date:	PO Method:	Dispatch:	Rev Dt:
NET30	FOB Destination	US MAIL	E	08/18/2026	08/31/2027	SP	Dispatch Via Print	

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

Vendor:
WORTH HYDROCHEM OF AUSTIN INC
PO BOX 8288
USA
ROUND ROCK TX 78683-8288
United States

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

Ship To Attention: Christina Mullins Carter

Bill To:
4000 Jackson Avenue
Austin TX 78731
United States

Vendor ID: 1742956477 0 003

Purchaser: Daphne Free
Phone:
Fax:

Bill To Fax:

Email: daphne.free@txdmv.gov

Bill To Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

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.

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).

Delivery:
Delivery of goods shall be in accordance with the delivery requirements of this purchase order, any underlying or associated contract for the goods being purchased and any other requirements set for by TxDMV or state law. Upon delivery, the bill of lading shall include at a minimum the following information: TxDMV Division and Contact Name, TxDMV Purchase Order number, Delivery Address, Vendor contact information and return address. If the vendor has an updated delivery schedule or more accurate delivery date, the vendor shall notify the TxDMV contact immediately.

Additionally, this Purchase Order is governed by the current TxDMV Contract Affirmations and TxDMV Contract Terms and Conditions, unless modified by Supplemental Conditions approved and provided by TxDMV. If this PO contains goods or services purchased from a DIR Cooperative Contract, the purchase is governed by the current TxDMV Supplemental Terms and Conditions with Affirmations for Purchases through the DIR Cooperative Contracts Program. These documents can be found at: http://www.txdmv.gov/contractors-vendors. For the avoidance of doubt, unless expressly stated otherwise in this Purchase Order or a TxDMV signature document, in the event of a conflict, ambiguity, or inconsistency between or among any Purchase Order documents, all TxDMV documents take precedence over the Contractors documents, if any.

Vendor quote via email

TxDMV Contract Monitor:
Javier Gomez
Email: Javier.Gomez@txdmv.gov

Authorized Signature

Daphne Free, CTCD, CTCM

08/18/2026

Phone: 512-431-0297

Vendor Contact:
Daniel Kuhlke
daniel.worthatx@yahoo.com
512-801-2586

CAPPS PO ADDITIONAL ENTRIES:

POCN
POCN #X
Summary of POCN

TCI
The Prison Made Good Acts:
Texas Department of Criminal Justice (TDCJ) and Texas Correctional Industries (TCI), a division of the TDCJ, Texas Government Code, Title 10, Subtitle D, Chapter 2155, Subchapter A, Sec. 2155.065 and Texas Government Code, Title 4, Subtitle G, Chapter 497, Subchapter A, Section 497.023 - 497.029)

WorkQuest
Human Resources Code, Title 8, Chapter 122, Section 122.001 and Texas Government Code, Title 10, Chapter 2155, Sections 2155.138 and 2155.441

CPA/DIR Contract Purchase
This procurement is governed by the terms and conditions in CPA/DIR Contract Number DIR-CPO-3862.

Service Unit
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.

Deliveries to Wynne Unit
SPECIAL DELIVERY REQUIREMENTS:
Deliveries to the Wynne Unit must be made Monday through Friday between the hours of 6:30 AM and 10:30 AM. Deliveries will be made to a maximum-security prison. Vendors/Shippers must present a packing slip that will identify the contents of all incoming shipments. The following items will not be allowed on the unit during the delivery process: Phones, tobacco, extra clothing, any type of weapon (knifes, firearms etc.). The driver will be able to turn these items over to the correctional officer staff while he/she performs the delivery. They will be returned upon departure from the facility. Also, there are lockers available at the local truck stops where items could be stored while the delivery is made. If there are any questions regarding delivery, please call Brad Beaty at (936) 295-3798.

Membership
Membership and/or Dues for Professional Organizations, Texas Government Code, Title 10, Subtitle C, Chapter 2113, Sec. 2113.104
In accordance with Texas Government Code, § 556.005(b), as a state agency, the Texas Department of Motor Vehicles ("Department") may not use appropriated money to pay, on behalf of the Department or an officer or employee of the Department, membership dues to an organization that pays part or all of the salary of a person who is required by Texas Government Code, Chapter 305 to register as a lobbyist. In accordance with Texas Government Code, § 556.008, as a state agency, the Department may not use appropriated money to compensate a state officer or employee who violates Texas Government Code, § 556.005.
In accordance with Texas Government Code, § 556.0055, a private entity or political subdivision that receives a payment of state funds may not use the funds to pay: (1) lobbying expenses incurred by the private entity or political subdivision; (2) a person or entity that is required to register with the Texas Ethics Commission under Texas Government Code, Chapter 305; (3) any partner, employee, employer, relative, contractor, consultant, or related entity of a person or entity described by section (2); or (4) a person or entity that has been hired to represent associations or other entities for the purpose of affecting the outcome of legislation, agency rules, ordinances, or other government policies. A private entity or political subdivision that violates Texas Government Code, § 556.0055 is not eligible to receive additional state funds.
Therefore, by accepting this purchase order (P.O.), awarded professional organization certifies that awarded professional organization does not currently pay part or all of the salary of a person who is required by Texas Government Code, Chapter 305 to register as a lobbyist.
Further, awarded professional organization agrees that if on any date in the future, during the term of the membership(s) paid for under this P.O., awarded professional organization does pay part or all of the salary of a person who is required by Texas Government Code, Chapter 305 to register as a lobbyist, then the membership(s) paid for by the Department under this P.O. will be automatically cancelled as of the date of the first payment by awarded professional organization of part or all of the salary of a person who is required by Texas Government Code, Chapter 305 to register as a lobbyist. In addition, awarded professional organization shall notify the Department of the cancellation, and awarded professional organization shall

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pro-rate and automatically refund to the Department any Department payments already made for the remainder of the membership(s) term.

IAC
Interagency Agreement Contract Act TX Gov Code, Title 7, Chapter 771
Reference Agency Name Inter-agency Contract:

Have a Quote from Vendor
Vendor Quote Number: XXX

Lease Payments (DLT)
Lease Payments:
TX Gov Code, Sec. 2167.002, Lease payments for district office space for certain agencies and programs.

Postage Payments (DLT)
Postage:
General Appropriations Act, Texas Government Code, Title 10, Subtitle C, Chapter 2113, Sec. 2113.103

Direct Publication
Direct Publication purchase. Not available from any other source.

Subscription
Subscription that will start at the execution of this Purchase Order and will last for 12 months.

Training
Employee Training Act:
The training or education must be related to the duties or prospective duties of the administrator or employee. Texas Government Code, Title 6, Subtitle C, Chapter 656, Subchapter A, Sec. 656.041.

Promotional Items
Purchase of promotional items is governed by Transportation Code 1001.11 and 1006.154(c), and Texas Administrative Code 20.296(b).

Purchase Under Disaster Declaration
Disaster Declaration: On Saturday, February 13, 2021, Governor Abbott declared a State of Disaster for all Texas counties amid the growing need to protect life or property threatened by the severe winter weather. As part of the Governors directive, pursuant to Section 418.016, the governor authorizes suspension of procurement statutes or rules that would impede response to this disaster.

Background Check:
A statewide criminal and sex offender background check shall be conducted on the contractor, contractor's personnel or subcontractors scheduled to work on the state project. Supporting documentation confirming the completion of the required background check is subject to review prior to beginning of the service and at any time during the term of the purchase order upon request by the designated state representative. Failure to provide the requested documentation upon request by the State may be cause for cancellation of the purchase order. The background check shall include, but not be limited to, the following:
* Social Security Number Verification
* Department of Public Safety Statewide Criminal and Sex Offender Background Check
* Background check in all Out-Of-State Counties in which the applicant has resided in the last seven (7) years.
Persons with Class B or Class C Misdemeanor offenses shall not be allowed to work on this project and shall not be allowed access to the State documents. Persons with Class A Misdemeanor offenses or above will be disqualified.

Temporary Personnel
Contractor: Name
Confirmation Date: Monday, October 26, 2020 through Tuesday, August 31, 2021
Estimated number of hours: 1040 hours
Hourly Rate: NTE $100.40
-
Timecard Approver: Jackie Jarvis
jackie.jarvis@txdmv.gov
(512) 465-1407
-
Timecard Approver: Caryn Kirk
Caryn.kirk@txdmv.gov
(512) 465-1407
-

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WorkQuest/Peak Performers Contact: Paula Baczewski
(512) 453-8833 x 101
paula@peakperformers.org

Renewal Options
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.
Option to Renew for Four One-Year Terms:
1st Renewal: FY22 09/01/2021 to 08/31/2022
2nd Renewal: FY23 09/01/2022 to 08/31/2023
3rd Renewal: FY24 09/01/2023 to 08/31/2024
4th Renewal: FY25 09/01/2024 to 08/31/2025
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.

DIR Temps

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This Purchase Order is governed by the Department of Information Resources (DIR) Master, Information Technology Staff Augmentation Contract (ITSAC) Number DIR-CPO-4591. All terms and conditions of the identified ITSAC shall apply to this Purchase Order. Additional Texas Department of Motor Vehicles (TxDMV) terms and conditions are found below and, where a conflict exists, supersede the terms and conditions of the above DIR Contract.

Services to be provided under this Purchase Order will fall within the guidelines of the IT Staffing Contracts. The IT Title Descriptions with related duties are documented on the DIR website: http://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=13

Either party may terminate this Purchase Order by written notice to the other at any time. This purchase order may be renewed for additional terms or additional hours with the same Terms Conditions as long as the referenced DIR Contract remains in force, a need exists, and both parties agree and Contractor receives a Purchase Order Change Notice (POCN) from TxDMV Purchasing Section.

DIR Background Check:
A statewide criminal and sex offender background check shall be conducted on the contractor, contractor's personnel or subcontractors scheduled to work on the state project. Supporting documentation confirming the completion of the required background check is subject to review prior to beginning of the service and at any time during the term of the purchase order upon request by the designated state representative. Failure to provide the requested documentation upon request by the State may be cause for cancellation of the purchase order. The background check shall include, but not be limited to, the following:
* Social Security Number Verification
* Department of Public Safety Statewide Criminal and Sex Offender Background Check
* Background check in all Out-Of-State Counties in which the applicant has resided in the last seven (7) years.
Persons with Class B Misdemeanor offenses shall not be allowed to work on this project and shall not be allowed access to the State documents.

Persons with Class A Misdemeanor offenses or above will be disqualified.

Service shall be performed in accordance with DIR's Exhibit A, Terms and Conditions.

Copier Lease

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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.

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.

Overall Service Period: 06/01/2019 through 05/31/2023 (48 months)

Lease Periods for 48 Month Lease:

Lease Period 1 - Months 01-12: 09/01/2024 through 08/31/2025 - PO #60800 00000XXXXX
Lease Period 2 - Months 13-24: 09/01/2025 through 08/31/2026 - PO #60800 00000XXXXX
Lease Period 3 - Months 25-36: 09/01/2026 through 08/31/2027 - PO #60800 00000XXXXX
Lease Period 4 - Months 37-48: 09/01/2027 through 05/31/2028 - PO #60800 00000XXXXX

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.

Conflicting Language between PO and Vendors TCs

The vendor, by its acceptance of and performance under this Purchase Order, acknowledges and agrees that the agreement between TxDMV and the vendor consists of this Purchase Order (including all attachments thereto) and the TxDMV Uniform Contract Terms and Conditions with Affirmations incorporated herein and currently accessible at: https://www.txdmv.gov/contractors-vendors. In the event of a conflict, ambiguity, or inconsistency between or among this Purchase Order, the TxDMV Uniform Contract Terms and Conditions with Affirmations, and the vendors quote, the controlling order of precedence will be as follows: first, the TxDMV Uniform Contract Terms and Conditions with Affirmations, and second, this Purchase Order and its attachments.

For the avoidance of doubt, the vendor further agrees that if it has included any of its terms and conditions, including by reference, hyperlink, or otherwise, in or with its quote, such terms and conditions are deemed excluded from the agreement entered under this Purchase Order, and will have no force or effect on the rights, obligations, or performance of either party to the agreement. However, to the extent any vendor terms and conditions are found by a court of competent jurisdiction to be incorporated into the agreement, and such term conflicts or is inconsistent with applicable Texas and/or United States laws or regulations, such vendor term or condition is void and unenforceable.

Authorized Signature

Daphne Frost, CTCD, CTCM

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Grant Award (MVCPA) DLT Comment

FY 2025 grant award, grant #224-25-0840700 Motor Vehicle Crime Prevention Authority (MVCPA) Grants: Transportation Code 1006.151 (2019)

Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	Monthly Chemical testing & treatment of HVAC system water.	31102	926/93	12.0000	MO	$465.00000	$5,580.00	09/01/2026

Schedule Total $5,580.00

Contract ID:
0000018079

ReqID:
0000018990

Item Total for Line # 1 $5,580.00

Total PO Amount $5,580.00

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

Authorized Signature

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