



Texas Department of Motor Vehicles
 Business Unit # 60800
 Purchase Order # 0000014551

Payment Terms: NET30 **Freight Terms:** FOB Destination **Ship Via:** US MAIL **PCC:** I **PO Date:** 06/28/2024 **PO End Date:** 06/30/2025 **PO Method:** DG **Dispatch:** Dispatch Via Print **Rev Dt:**

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

Vendor: DLT SOLUTIONS LLC
 PO BOX 743359
 ATLANTA GA 30374-3359
 United States

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

Ship To Attention: Christina Carter
Bill To: 4000 Jackson Avenue
 Austin TX 78731
 United States

Vendor ID: 1541599882 0 000

Purchaser: Jason K Adams
Phone: 512/465-4181
Fax: 512/465-5641

Bill To Fax:

Email: jason.adams@txdmv.gov

Bill To Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

This procurement is governed by the terms and conditions in CPA/DIR Contract Number DIR-TSO-4236.

Vendor Quote: 5209072
 Vendor Quote Date: 06/26/2024

This procurement has been carried out, and this Purchase Order (PO) has been issued, under the stipulations of the DIR Contract No. DIR-TSO-4236 (DIR Contract), and additional terms and conditions from TxDMV that apply only to the extent they do not contradict or weaken the terms and conditions of the DIR Contract. The Vendor agrees by accepting and beginning the delivery of the goods, products, or services under this PO that none of the terms within this PO are to be considered pre-printed terms and conditions.

The documents incorporated by reference into this PO include: (1) the DIR Contract; (2) the TxDMV Contract Affirmations (version 1.9c); (3) the TxDMV Contract Terms and Conditions (updated January 2022); (4) the TxDMV Statement of Work No. 608-24-92045, and (5) the DLT Solutions Response.

The controlling order of precedence will be as follows:

1. DIR Contract;
2. This PO;
3. TxDMV Contract Affirmations;
4. TxDM Contract Terms and Conditions;
5. TxDMV Statement of Work; and
6. DLT Solutions Response, including all attachments and hyperlinked documents thereto.

Effective Date of Agreement (Statement of Work): July 1, 2024

Initial Term: FY24 07/01/2024 to 06/30/2025 under PO #0000014551.
 First Optional Renewal: FY25 07/01/2025 to 06/30/2026
 Second Optional Renewal: FY26 07/01/2026 to 06/30/2027
 Third Optional Renewal: FY27 07/01/2027 to 06/30/2028

Termination:

This PO and all associated contractual agreements are subject to Termination as outlined in Subsection 11.2 of Appendix A in the DIR Contract. To remove any uncertainty, the Vendors acceptance of this PO and initiation of its performance constitutes acknowledgment and agreement that this PO and any related agreements may be terminated, whether during the initial term or any subsequent extension or renewal due to non-appropriation, convenience, or cause.

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

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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.
 Special Payment Notes (Advance Payment, Payment Type, etc.)

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. Enter any other special delivery requirements.

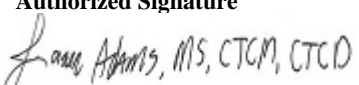
Additionally, this Purchase Order is governed by the current TxDMV Contract Affirmations and TxDMV Contract Terms and Conditions, unless modified by Supplemental Conditions approved and provided by TxDMV. These documents can be found at: <http://www.txdmv.gov/contractors-vendors>. For the avoidance of 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.

TxDMV Contract Monitor:
 David Schoettle
 david.schoettle@txdmv.gov
 512-354-0157

DLT Technical Vendor Contact:
 Andrew Daugherty
 andrew.daugherty@dlt.com
 571-346-1852

JLL Vendor Contact
 Tyler Work
 tyler.work@jll.com

Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:	
1-1	SaaS Fee	31102	209/69	123137.25	EA	\$1.00000	\$123,137.25	06/28/2024	
				00					
							Schedule Total	\$123,137.25	
Contract ID: 0000014551					ReqID: 0000015211				
Term: 07/01/2024 to 06/30/2025								Item Total for Line # 1	\$123,137.25

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Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
2-1	Implementation Fee	48010	209/69	152740.89 00	EA	\$1.00000	\$152,740.89	06/28/2024
							Schedule Total	\$152,740.89
Contract ID: 0000014551					ReqID: 0000015211			
Term: 07/01/2024 to 06/30/2025								
							Item Total for Line # 2	\$152,740.89
Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
3-1	Yearly Technical Support	31102	209/69	14185.570 0	EA	\$1.00000	\$14,185.57	06/28/2024
							Schedule Total	\$14,185.57
Contract ID: 0000014551					ReqID: 0000015211			
Term: 07/01/2024 to 06/30/2025								
							Item Total for Line # 3	\$14,185.57

Total PO Amount **\$290,063.71**

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

James Adams, MS, CTCM, CTCO

06/28/2024