

# Texas Department of Motor Vehicles Business Unit # 60800 Purchase Order # 0000016366

Page: 1 of 2

Payment Terms: Freight Terms: Ship Via: PCC: PO Date: PO End Date: PO Method: Dispatch: Rev Dt:

NET30 FOB Destination US MAIL S 08/04/2025 08/31/2026 DG Dispatch Via Print

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

Vendor: JOHNSON CONTROLS Ship To: 1P00 - TxDMV Warehouse

4000 Jackson Avenue Austin TX 78731 United States

United States United States

Ship To Attention: Christina Mullins Carter

Bill To: 4000 Jackson Avenue

Austin TX 78731 United States

PO BOX 730068

DALLAS TX 753730068

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

Vendor ID: 1390380010 3 003

Bill To Fax:

Email: jason.adams@txdmv.gov Bill To Email: DMV\_FIN-INVOICES@TxDMV.gov

### PO Information:

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.

#### Scope of Work

Maintenance, testing, and repairs of the chiller towers and associated equipment are critical to the proper operation of our AC system as well as longevity of the equipment.

The purchase order/contract is effective on October 01, 2024 and terminates on September 30, 2025 unless terminated sooner in accordance with the terms of the purchase order/contract under Contract #0000012044.

#### Option to Renew for Four One-Year Terms:

1st Renewal: FY24 - 10/01/2023 to 09/30/2024 is under PO #0000013412.

- \* PO #0000013678 covers funding for 09/01/2023 to 09/30/2023
- \* 2nd Renewal: FY25 10/01/2024 to 09/30/2025 is under PO #0000014643
- \* 3rd Renewal: FY26 09/01/2025 to 08/31/2026 is under PO #0000016366
- \* 4th Renewal: FY27 09/01/2026 to 08/31/2027

#### 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

**Authorized Signature** 

Lang Adams, MS, CTCM, CTCD

08/04/2025



## Texas Department of Motor Vehicles Business Unit # 60800 Purchase Order # 0000016366

Page: 2 of 2

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. 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.

TxDMV Contract Monitor: Javier Gomez javier.gomez@txdmv.gov 512-431-0297

Vendor Contact: Blake Semas Account Executive, Austin TX Branch Business Solutions North America Johnson Controls 512 705 8396

Line-Sch:	Line Description: Chiller Maintenance and	PCA: 31102	Class/Item: 910/36	Quantity: 4.0000	UOM: EA	Unit Price: \$17,762.50000	Extended Amt: \$71,050.00	Due Date:
	Repairs					<b>*</b> · · · <b>,</b> · · · · · · · · · · · · · · · · · · ·	** 1,220.22	08/04/2025
						Sc	hedule Total	\$71,050.00
O000012044	_				<u>ReqID:</u> 0000017	185		
Term: 09/01	/2025 to 08/31/2026					Item Tota	I for Line #1	\$71,050.00
						Total	PO Amount	\$71,050,00

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.

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

Authorized Signature Law, Hans, MS, CTCM, CTCD

08/04/2025