



Texas Department of Motor Vehicles
 Business Unit # 60800
 Purchase Order # 0000014738

Payment Terms: NET30 **Freight Terms:** FOB Destination **Ship Via:** US MAIL **PCC:** I **PO Date:** 08/07/2024 **PO End Date:** 08/31/2025 **PO Method:** DG **Dispatch:** Dispatch Via Email **Rev Dt:**

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

Vendor: THE IQ BUSINESS GROUP INC.
 1410 SPRING HILL RD
 4TH FLOOR
 USA
 MC LEAN VA 22102-3058
United States

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

Ship To Attention: Andrew Ortegon

Vendor ID: 1043581891 8 *00

Bill To: 4000 Jackson Avenue
 Austin TX 78731
 United States

Purchaser: Amanda Leigh Maxwell
Phone: 512/465-1226
Fax: 512/465-5641

Bill To Fax:

Email: Mandy.Maxwell@txdmv.gov

Bill To Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

This procurement has been carried out, and this Purchase Order (PO) has been issued, under the stipulations of the DIR Contract No. DIR-CPO-5351, (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 controlling order of precedence will be as follows: first, DIR Contract, and second this PO.

RF Connect (RightFax Connect) TX-RAMP provisional certification is TX1199132.

36 month term: TBD

****Term dates below will be updated****

Initial Term FY25: 09/01/2024 - 08/31/2025 - PO# 0000014738
 1st Renewal FY26: 09/01/2025 - 08/31/2026
 2nd Renewal FY27: 09/01/2026 - 08/31/2027

1. Under this Agreement the Vendor grants to the Recipient a non-exclusive and non-transferable license (the "License") to use OpenText RightFax Connect (the "Software").
2. "Software" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.
3. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with OpenText
4. The purchase price of \$9,388.00 USD paid by the Recipient will constitute the RightFax Connect One Time Setup Fee Subscription for year-one of a three-year agreement of up to 2,000 fax pages (combination of inbound and outbound) per month and management of 100 Direct Inward 4. Dialing (DIDs). An additional fee of \$6,300.00 USD is an optional One-time porting fee. The total fee of \$15,688.00 USD is the full Year 1 cost. Subsequent years of this agreement will be billed with an Annual Price Adjustment of 5%.
5. No Virtual Private Network (VPN) has been identified as necessary. If it is determined that a VPN is needed, a separate charge of a \$650.00 setup fee and \$100.00 monthly charge will be added.
6. Overage charges or international rate charges will be billed separately
7. This is a pre-packaged engagement invoiceable upon project kickoff or earlier as approved by the customer.
8. Fax Number Porting for U.S. numbers, there is a fee of \$15.00 per number which is reduced to \$10.00 per number when ported in billing blocks of 50 numbers or greater. You have an optional porting package line item; this is referring to if the Texas DMV self-ports numbers themselves throughout the life of the contract.
9. Additional services such as but not limited to Job Cancellations, Password Resets, Hardcopy Reports, Opt Out Fax Requests, Reserved Number Fees, etc. will all be billed separately to Texas DMV. The subscription includes the number of pages and DIDs identified in the PO, but there are additional services users of the RightFax console can request or do that are separate charges from the subscription.

Termination:

Authorized Signature

08/26/2024



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This PO and all associated contractual agreements are subject to Termination as outlined in Subsection 11.2 of Appendix A to 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 periods 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 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, Tex. Govt Code ch. 2251. Vendor shall submit one copy of a correct itemized invoice showing the PO 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 PO 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 PO at the same original terms and conditions. The vendor will be notified in writing by PO 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 PO, 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, PO 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 PO 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 PO or a TxDMV signature document, in the event of a conflict, ambiguity, or inconsistency between or among any PO documents, all TxDMV documents take precedence over the Vendors documents, if any.

Vendor Contact: Chris Legnon
Email: CLegnon@iqbginc.com
Cell: 512.423.4481

Vendor Contact: Mark Jennes
Email: mjennes@opentext.com

Technical Contact: George Mallick
Phone: 512-465-1498
Email: George.Mallick@TxDMV.gov

Contract Monitor: Andrew Ortegon
Phone: 512-465-1322
Email: Andrew.Ortegon@TxDMV.gov

Authorized Signature

08/26/2024



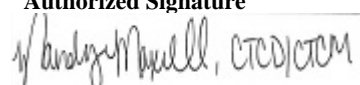
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Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	RightFax Connect One Time Setup Fee & One Year Subscription	31010	956/35	1.0000	EA	\$9,388.00000	\$9,388.00	08/07/2024
							Schedule Total	<input type="text" value="\$9,388.00"/>
Contract ID: 0000014738					ReqID: 0000015405			
Term: TBD								
Subscription includes up to 2,000 fax pages (combination of inbound and outbound) per month and management of 100 Direct Inward Dialing (DIDs).								
Overages on the fax pages and / or DIDs will be billed separately.								
IQBG will provide Texas DMV with a monthly report that includes the account usage summary.								
							Item Total for Line # 1	<input type="text" value="\$9,388.00"/>
Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
2-1	Optional One-time Porting Fee	31010	963/39	1.0000	EA	\$6,300.00000	\$6,300.00	08/07/2024
							Schedule Total	<input type="text" value="\$6,300.00"/>
Contract ID: 0000014738					ReqID: 0000015405			
							Item Total for Line # 2	<input type="text" value="\$6,300.00"/>

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

 08/26/2024