

Payment Terms:

## Texas Department of Motor Vehicles Business Unit # 60800 Purchase Order # 0000015454

PO End Date:

PO Date: 12/23/2024 NET30 FOB Destination **US MAIL** S 08/31/2025 DG Dispatch Via Print

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

PCC:

Vendor: SEIKOSOFT LLC Ship To: 1P00 - TxDMV Warehouse 1095 9TH ST

4000 Jackson Avenue Austin TX 78731 **United States** 

Dispatch:

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Rev Dt:

IDAHO FALLS ID 83404-5082

Freight Terms:

Ship Via:

**United States** 

**Ship To Attention:** Elizabeth Renee Israel

PO Method:

Bill To: 4000 Jackson Avenue

Austin TX 78731 **United States** 

Vendor ID: 1844034041 4 000

Purchaser: Quynh-Nhi Ge 512/465-4193 Phone: 512/465-5641 Fax:

Bill To Fax:

Email: Nhi.Ge@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.

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

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 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.

This procurement is governed by the terms and conditions in Contract No. 608-24-20837

Procured under RFO 608-24-20837

Authorized Signature

01/07/2025



# Texas Department of Motor Vehicles Business Unit # 60800 Purchase Order # 0000015454

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Term of PO for FY25: 12/23/2024 - 8/31/2025

Term of Contract:

12/23/2024 - 8/31/2027

Renewal Options

Renewals are as follows, unless terminated sooner in accordance with the terms of the purchase order/contract.

In addition with at least 30 calendar days advance written notice to Contractor, at the end of the initial term or any renewal period, TxDMV, at its sole and absolute discretion, may extend this Contract as necessary to ensure continuity of service, to process a new solicitation, to secure a new contract, for transiting to a new vendor, or as otherwise determined by TxDMV to serve the best interest of the state of Texas for up to 12 months, at the then-current contract rate(s) (if applicable) as modified during the term of this Contract.

Option to Renew for Two One-Year Terms: 1st Renewal: FY28 09/01/2027 to 08/31/2028 2nd Renewal: FY29 09/01/2028 to 08/31/2029

All quantities are estimates only and the department reserves the right to increase and/or decrease the quantities to meet the departments need.

At TxDMV's sole discretion or by mutual agreement of the Parties as authorized under this Contract, may amend the total not-to-exceed amount, budget, or fee(s).

This TxDMV Purchase Order (PO) is issued in accordance with and governed by the terms and conditions of the TxDMV Contract Terms and Conditions (TxDMV Terms).

The following documents are incorporated herein by reference and comprise the contract under this PO. Unless stated otherwise in this PO, in the event of a conflict, ambiguity, or inconsistency between or among the contract documents as defined below, the following documents, including any amendments or modifications thereto, shall control in the specified order of precedence:

- 1. TxDMV Contract.
- 2. This Purchase Order.

Performance under this PO is acceptance of, and agreement to, the contract documents and the control order as set forth above. All Contractor terms and conditions, if any, not addressed by the TxDMV Terms or PO are deemed to not be incorporated into the contract. Notwithstanding any provision of this contract to the contrary, the terms of this contract supersede any clickwrap, shrinkwrap, browserwrap, terms of service, or similar agreement which may accompany the products or services provided by the Contractor under the contract.

Contract Monitor: Renee Israel Renee.Israel@Txdmv.gov 512-465-1420

Vendor Contact: Chris Campbell admin@seikosoft.com Phone #(208) 589-2860

**Authorized Signature** 

01/07/2025



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Line-Sch: Line Description: PCA: Class/Item: Quantity: UOM: Unit Price: Extended Amt: Due Date: 1-1 MYE This project is to 58111 920/45 1279113.0 EA \$1,00000 \$1,279,113.00

MYE This project is to 58111 920/45 1279113 provide programming 000 services to develop a

solution to replace the MCCS application.

12/17/2024

Schedule Total \$1,279,113.00

 Contract ID:
 ReqID:

 0000015454
 0000016151

This project is to provide short-term programming services to develop a solution to replace the MCCS application; to provide long-term application support and maintenance, accept change requests, fix bugs, respond to incidence tickets, and provide timely and quality support; and to provide continuous collaboration with TxDMV to coordinate changes, migrations, maintenance events, etc. to ensure proper support of dependent systems and services. Dependent systems include the long-term functionality, support, and maintenance of the TxDMVs Enforcement Division's Complaint Management System (CMS), which is currently a sub-component of MCCS. The CMS records and maintains records of enforcement (ENF) cases filed against motor carriers.

Develop and Implement a new system to replace the current Motor Carrier Credentialing System (MCCS): \$1,279,113

Fixed Subscription / Maintenance Fee for State Fiscal Year 2026: \$746,872.00 Fixed Subscription / Maintenance Fee for State Fiscal Year 2027: \$799,154.00

**Item Total for Line # 1** \$1,279,113.00

Total PO Amount \$1,279,113.00

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** 

01/07/2025