



DeWight Dopslauf, C.P.M., CPPO  
**Harris County Purchasing Agent**

March 22, 2021

Commissioners Court  
Harris County, Texas

**RE: Job No. 140092**

Members of Commissioners Court:

Please approve the attached Order authorizing the County Judge to execute the attached Thirty-Ninth Amendment to the Agreement for the following:

**Description:** Enterprise Document and Digital Asset Management (EDDAM) Solution for Harris County

**Vendor:** IQ Business Group, Inc.

**Amount:** \$3,550,502 previously approved funds for the term 04/28/2019 - 07/27/2020 or until a new contract is in place  
44,400 additional funds for the term 07/27/2020 until a new contract is in place  
\$3,594,902

**Reviewed by:**   X   Universal Services - Technology   X   Harris County Purchasing

The Thirty-Ninth Amendment adds additional technical support hours. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf  
Purchasing Agent

LAB  
Attachments  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA MARCH 30, 2021**



**THIRTY-NINTH AMENDMENT TO THE AGREEMENT BETWEEN  
HARRIS COUNTY AND IQ BUSINESS GROUP, INC.**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This Thirty-Ninth Amendment to the Agreement is made and entered into by and between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Universal Services department ("US"), and IQ Business Group, Inc. ("Contractor"). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

***Recitals***

On April 28, 2015, the County entered into an agreement with IQ Business Group, Inc. to provide an Enterprise Document and Digital Asset Management ("EDDAM") solution and assistance in its implementation in phases to various departments in the County (the "Master Agreement").

The County and Contractor now desire to amend the agreement for the purpose of expanding the scope of services by adding additional support hours (the "Services").

Contractor warrants and represents that it is willing and capable of providing the Services.

***Terms***

I.

This Amendment shall be governed by the Master Agreement, which is incorporated herein by reference as though fully set forth word for word.

II.

Contractor will perform the Services in accordance with the Statement of Work ("SOW") attached hereto as Exhibit A. Subject to the Limit of Appropriation, Contractor will be paid in accordance with Exhibit A.

III.

**LIMIT OF APPROPRIATION**

Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Amendment, and the total maximum sum that the County shall become liable to pay to Contractor under this Amendment, shall not under any

conditions, circumstances, or interpretations thereof exceed the sum of Forty-Four Thousand Four Hundred and No/Dollars (\$44,400.00) as certified available by the Harris County Auditor as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Contractor hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Any Services performed or expenses incurred by the Contractor prior to the issuance of a Purchase Order are at the Contractor's own expense and are not reimbursable. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Amendment is limited to the funds on the Purchase Order; and that when all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Amendment.

If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor will notify the County immediately. If the amount certified is depleted prior to the end of the term of this Amendment, Contractor may terminate all Services hereunder upon the total depletion of the certified funds unless the County, at its sole option, certifies additional funds, as evidenced by a written amendment to this Agreement and the Purchase Order, in which event Contractor shall continue to provide the Services herein specified to the extent funds are available.

With regard to any renewal or extension of this Amendment, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period and in accordance with the terms and conditions of this Amendment. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Amendment.

#### IV.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written.

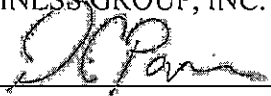
#### V.

It is expressly understood and agreed that the Master Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of this Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, or the terms and provisions of any part or portion of the previous amendments, this Thirty-Ninth Amendment shall control.

VI.

Execution, Multiple Counterparts: This Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Amendment.

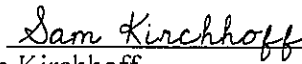
IQ BUSINESS GROUP, INC.

By:   
Name: Dianne Parrish  
Title: Controller  
Date: 3/19/21

HARRIS COUNTY

By: \_\_\_\_\_  
LINA HIDALGO  
COUNTY JUDGE

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFEE  
COUNTY ATTORNEY

By:   
Sam Kirchhoff  
Assistant County Attorney  
C.A. File 21GEN0840



This quote is to perform the tasks and actions to provide the Year 6 (March 01, 2021 – February 28, 2022) IQBG Service Desk to the Universal Services department of Harris County. Procurement of this effort will be through the Enterprise Document and Digital Asset Management Contract #14/0092. Contract pricing, terms and conditions apply.

<b>Customer</b>	Harris County (Texas)
<b>Bureau/Office/Program</b>	Universal Services
<b>Address</b>	1310 Prairie St
<b>City/State/Zip</b>	Houston, TX 77002
<b>Primary Contact Name</b>	Randolph Watson
<b>Primary Contact Email</b>	<a href="mailto:Randolph.Watson@us.hctx.net">Randolph.Watson@us.hctx.net</a>
<b>Primary Contact Phone</b>	713-274-7690

**NOTE: Contracted Services Invoicing and Payments Process**

Invoices will be emailed to the account authorized user for prompt payment. We accept the Government purchase card (IMPAC) for payments. Billing invoices will be sent monthly depending on the type of services. For all invoicing inquiries contact Dianne Parrish at (678) 388-1815 Ext: 120 or [dparrish@iqbginc.com](mailto:dparrish@iqbginc.com).

<b>Service Description and Pricing</b>					
<b>Item No.</b>	<b>Quantity</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	12	Each	IQBG Service Desk Managed Services	\$1,200.00	\$14,400.00
2	300	Hour	Support Service	\$100.00	\$30,000.00
<b>TOTAL</b>					<b>\$44,400.00*</b>

\*Quote pricing expires March 31<sup>st</sup>, 2021.

**General Considerations**

- IQBG Service Desk Managed Services is the access to the IQ Business Group Service Desk during the timeframe of Monday through Friday 8:00 AM CST – 6:00 PM CST (5 x 10 coverage).
  - IQBG Service Desk Managed Services does not include any support service hours as each hour will be tracked and billed separately.
- It is anticipated Harris County will use less than 25 Support Service hours in a given calendar month but has the ability to utilize up to 50 hours a month at the quoted unit price.
- Support Service hours can include tasks and actions for Content Server Administration using Advanced System Analytics and Reporting, Ad-Hoc Patch and Upgrade Recommendations, Software Installations, Troubleshooting, OpenText Support Ticket Monitoring, and OpenText Content Server Group Management.
- The Year 6 IQBG Service Desk will adhere to the on-file Service Level Objectives and Tiered Support Model.
- IQBG will continue to provide and support the web-based JIRA ticketing system portal and provide access to designated Harris County resources.
- Universal Services will be responsible for providing appropriate remote access and support to identified IQBG resources.
- All Year 6 IQBG Service Desk items will be billed at the end of each month and only for the actual hours.
- IQBG will **not** send routine OpenText Lite System Report (15<sup>th</sup> of the month) and Full System Reports (30<sup>th</sup> of the month) unless requested by US Leadership.

ORDER OF COMMISSIONERS COURT  
Authorizing Amendment to Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT  
BETWEEN HARRIS COUNTY AND IQ BUSINESS GROUP, INC.**

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby authorized to execute on behalf of Harris County, an Amendment to the Agreement with IQ Business Group, Inc., in an amount not to exceed Forty-Four Thousand Four Hundred and No/Dollars (\$44,400.00), for the purpose of expanding the scope of services to include additional support hours. The Amendment is incorporated herein by reference as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.