

CONTRACT

DINWIDDIE COUNTY
COMPUTER ASSISTED MASS APPRAISAL (CAMA) SYSTEM

The Agreement is made this _____ day of _____ 2021, by and between **Vision Government Solutions, Inc.**, of 1 Cabot Road, Hudson, Massachusetts 01749 (party of the first part, and hereinafter known as “Contractor”), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as “County”).

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited proposals for a new Computer Assisted Mass Appraisal (CAMA) System; and

WHEREAS, Contractor submitted a proposal for same, consistent with the specifications in the Request for Proposals; and

WHEREAS, Contractor was selected as having the best overall value; and

WHEREAS, County has selected Contractor to provide goods/services;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Vision Master Software License and Services Agreement, (3) Vision Software Maintenance Services Schedule, (4) Vision CAMA Software Statement of Work, (5) Vision Cloud Services Schedule, (6) Contractor’s proposal dated August 17, 2021 and (7) Request for Proposals # 22-072221 including any addenda. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Time of Performance.** Contractor agrees to complete all work based on Exhibit A: Project Schedule in the Vision CAMA Statement of Work.
3. **Term of Contract.** Upon the earlier of installation of the live database or February 1, 2022, maintenance, support and cloud hosting shall be for a term of one (1) year with the option for renewals under the terms, conditions and unit pricing of the original contract for as long as the County uses the product, unless either party gives written notification to the other party thirty (30) days prior to expiration of the then-current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. Year 1 prices shall be equal to those listed in Section 4. Price increases, if any, for Years 2-5 shall not exceed 5% per year. Any future renewals shall be negotiated at the time of renewal.
4. **Costs.** Contractor agrees to perform all work and provide all software pursuant to this Contract for an initial purchase of no greater than TWO HUNDRED THIRTY-EIGHT THOUSAND

SEVEN HUNDRED AND NO/100 DOLLARS (\$238,700.00) with annual fees of THIRTY-SIX THOUSAND SEVEN HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$36,755.00) (the “Contract Price”). Cost breakdown is listed below:

| | <u>Implementation Cost</u> | <u>Annual Fees</u> |
|--|----------------------------|--------------------|
| Vision 8 CAMA Software Implementation & License | \$189,000.00 | \$22,500.00 |
| Two Additional Historical Database Conversions (\$12,500 per historical year database) | \$25,000.00 | -- |
| Mobile Platform | \$24,700.00 | \$5,455.00 |
| Cloud Hosting | | \$8,800.00 |
| Totals | \$238,700.00 | \$36,755.00 |

Payment shall be made to Contractor based on the fee schedule listed in Vision CAMA Statement of Work, Section 11. All payments shall be made within thirty (30) days after receipt of invoice.

5. **Notices.** Any notices required shall be in writing and be sent either by U.S. Mail with postage prepaid or by email to the addresses set forth below:

Notice to County shall be made to:
 Procurement
 Dinwiddie County
 P.O. Drawer 70
 Dinwiddie, Virginia 23841
 (804) 469-4500
 Accounting@dinwiddieva.us

Notice to Contractor shall be made to:
 Kevin Bullock, CFO
 Vision Government Solutions, Inc.
 1 Cabot Road
 Hudson, Massachusetts 01749
 (800) 628-1013
 kbullock@vgsi.com

6. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County’s requirements in the Request for Proposals.
7. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
8. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
9. **Force Majeure.** Neither party hereto shall be held liable for delay or failure to perform hereunder, when such delay or failure is without its fault or negligence and due solely to events beyond its control which cannot reasonably be forecast or provided against such as fires, strikes, floods, hurricanes, tornadoes, snowstorms, acts of God, acts of war or terrorism, or legal acts of public authorities.

10. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

Vision Government Solutions, Inc.

X

W. Kevin Massengill
County Administrator

X

Print Name/Title:

Approved as to form:

Department Approval:

X

Legal Counsel

X

Lori Stevens
Commissioner of the Revenue