

CONTRACT

DINWIDDIE COUNTY
REVENUE AND TAX MANAGEMENT SYSTEM

The Agreement is made this _____ day of _____ 2021, by and between **Avenity, Inc.**, of 11325 Random Hills Road, Suite 340, Fairfax, Virginia 22030 (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 Revenue and Taxation Management 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) Avenity Terms and Conditions, (3) CountyOne Express Software License Agreement, (4) Avenity’s Contract Pricing and Timeline letter dated September 16, 2021, (5) Request for Proposals # 22-072321 including any addenda and (6) Contractor’s proposal dated August 17, 2021. 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 a six (6) month implementation plan set forth in Avenity’s proposal, or on a different schedule as agreed between the County and Avenity.
3. **Term of Contract.** Licenses/subscriptions are annual and begin upon initial installation of software. Licenses/subscription fees shall be 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 Exhibit A of the CountyOne Express Software License Agreement. Price increases, if any, shall not exceed 3%.
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 FIFTY-FOUR THOUSAND AND

NO/100 DOLLARS (\$254,000) with annual fees of EIGHTY-NINE THOUSAND SIX HUNDRED TEN AND NO/100 DOLLARS (\$89,610.00) (the "Contract Price").

Payment shall be made to Contractor based on the payment schedule listed in Avenity's Contract Pricing and Timeline Letter dated September 16, 2021. 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:

Cathleen Agrios
Avenity, Inc.
11325 Random Hill Rd, Suite 340
Fairfax, Virginia 22030
(571) 234-5210
cathleen@avenity.com

6. **Additional Users/Cooperative Procurement**

This contract may be extended to any jurisdiction/public body within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Offeror's responsibility to notify the jurisdiction/public bodies of the availability of contract(s). Offerors desiring to offer to other jurisdictions/public bodies under this clause shall so indicate in their response.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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

Avenity, Inc.

X

W. Kevin Massengill
County Administrator

X

Print Name/Title:

Approved as to form:

X

Legal Counsel