

FAUQUIER COUNTY,
A political subdivision of the Commonwealth of Virginia
Contract # RFP 43-22cwc
Financial Management System/Software Package

This Agreement is made and entered into this 1st day of May 2023, by Fauquier County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Owner") hereinafter referred to as "Owner" and, **Avenity, Inc** having its principal place of business at, **11325 Random Hills Road, Suite 340 Fairfax, VA 22030**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Tax Assessment, Billing, and Collection System software as set forth in the Contract Documents and as agreed to during negotiation.

COMPENSATION: The Owner will pay and the Contractor will accept in full consideration for services rendered during the contract term, the fees as set forth in the contract documents and attached hereto.

CONTRACT PERIOD: Services of the Contractor are to commence upon execution of this Agreement. The initial term of this contract is from date of execution of this agreement through project completion. The reoccurring license and maintenance support will be renewed upon receipt of a contract invoice for services and acceptance and by mutual consent of the parties.

The contract documents shall consist of and, in the event of conflict or ambiguity, be interpreted in the following order of priority:

- (1) This signed form;
- (2) Avenity letter dated April 26, 2023 with agreed upon items related to pricing, payment schedule and timeline;
- (3) RFP 43-22cw dated August 23, 2022, and Addendum #1 dated September 14, 2022;
- (4) Avenity Proposal dated September 26, 2022;
- (5) Avenity CountyOne Express Software License Agreement, all of which are incorporated herein.
- (6) Avenity Terms & Conditions;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Avenity, Inc

By: CM Agrios

Title: Chief Executive Officer

Date: May 11, 2023

Fauquier County, a political subdivision of the Commonwealth of Virginia

By: Jeffrey Campbell

Title: Procurement Manager

Date: 5/12/2023



APPROVED AS TO FORM

Christy Walker
COUNTY ATTORNEY

5/14/23
DATE

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APPROVED AS TO FORM

Christy Sella 5/12/23
COUNTY ATTORNEY DATE

April 26, 2023

Dear Mr. Campbell;

The purpose of this letter is to describe the pricing, payment schedule, and timeline to implement Avenity's CountyOne suite for Fauquier County and to respond to questions posed by the County during contract negotiations.

- The CountyOne Express Recurring Costs and Year One Costs were originally provided in Avenity's proposal dated September 26, 2022. The County has selected to implement all of the CountyOne Express modules (RevenueOne, CashOne, CountyOne Taxpayer Portal) including data conversion.

The County later requested 200 additional hours for conversion support, for a total of 600 hours. This change is reflected in the table below.

Travel costs have increased dramatically since Avenity included a travel estimate in the proposal last year. A revised travel estimate is included in the table below.

If version 7.0 of the software is implemented in early 2024, as anticipated, the costs are as follows:

	Express Implementation Costs
Recurring Costs	
RevenueOne Express Annual Subscription Fee	\$ 55,000
CountyOne Taxpayer Portal Express Annual Subscription Fee	\$ 17,000
CashOne Express Annual Subscription Fee	\$ 15,000
Total Recurring Costs*	\$87,000
<i>*CountyOne Express Annual Subscription fees increase 3% per year</i>	
Startup Costs	
One-time License Fees	50.00
Installation Fees	
RevenueOne Installation Fee	\$ 35,000
CountyOne Taxpayer Portal Installation Fee	\$ 15,000
CountyOne Installation Fee	\$ 12,000
Training***	\$ 40,000
Travel (estimate)	\$10,000
Conversion (includes up to 600 hours of conversion support at a discounted hourly rate** of \$150/hr)	\$ 90,000
Total Startup Costs:	\$ 202,000
Total Year One Costs:	\$ 289,000
**Standard hourly rate for services is \$210/hr.	
***Additional training days, if desired, are billed at \$2,000 per trainer per day	

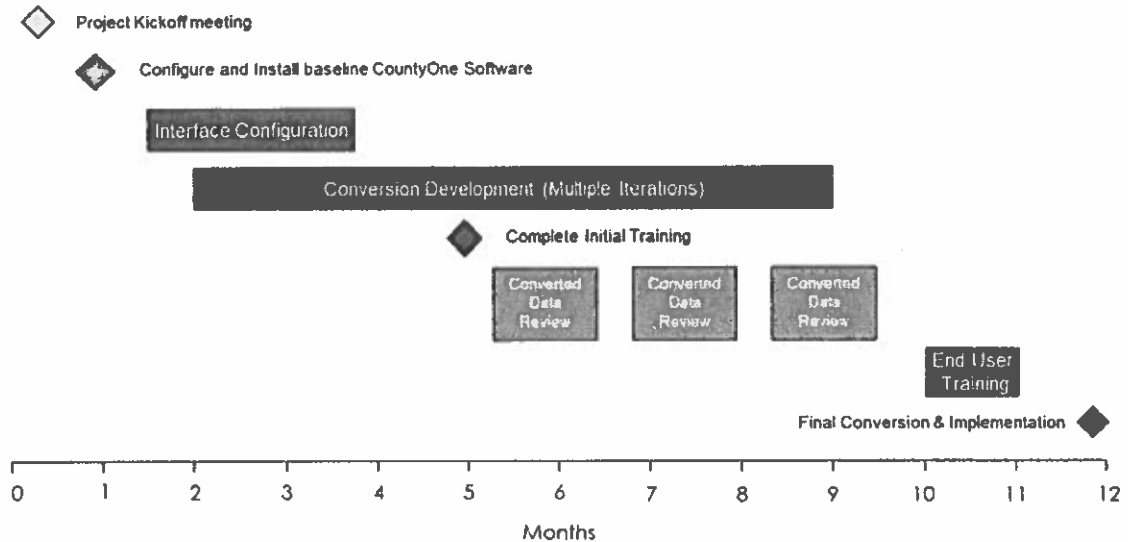
2. Avenity proposes the following Payment Schedule:

Payment	Milestone	Charge
Installation Services for Express Implementation (80%)	CountyOne Installed with Initial Configuration	\$49,600
CountyOne Express User License (80%)	CountyOne Installed with Initial Configuration. Billed at initial software installation at the beginning of implementation effort. The date of this initial installation is used as the subscription renewal date for CountyOne Express in subsequent years.	\$69,600
Training	Based on rate of \$2,000 per trainer per day. Billed monthly as incurred.	\$40,000
Project Travel	Billed monthly as incurred based on the then current GSA POV mileage and GSA lodging per diem rates for Richmond, Virginia.	\$10,000
Conversion Support	Based on an estimated 600 hours of conversion support at a discounted rate of \$150/hr. Billed monthly as incurred.	\$90,000
Installation Services for Express Implementation (20%)	CountyOne Configured for Production Use (billed at the earlier of 30 days after Acceptance by the County or use of the software in a Production environment)	\$12,400
CountyOne Express User License (20%)	CountyOne Accepted by County (billed at the earlier of 30 days after Acceptance by the County or use of the software in a Production environment)	\$17,400

Project Total \$289,000

3. Avenity proposes the following high-level timeline for the implementation of CountyOne for Fauquier County. A detailed project plan with specific start and end dates will be determined with the County after contract execution.

The configuration gathering work and initial installation of software are currently anticipated for summer 2023 with a final conversion and implementation in early Q1 2024. These dates may be revised by the County and Avenity.



4. Avenity will provide a Project Manager and Development Manager who will manage Avenity’s team for the Fauquier County implementation. The County will have access to these managers and to Avenity’s support staff after the completion of the project.
5. Avenity is still working with J.D. Power (JDP) to complete our updated Value Added Reseller Agreement to provide vehicle valuations using JDP’s new API model. Starting in 2024, JDP will only support the API model which Avenity has already incorporated into our RevenueOne software.

For localities who formerly sent files to JDP for valuation, Avenity is one of three JDP Value Added Resellers in the Commonwealth who will be providing a “Value Append” service to localities who still wish to use the file-based valuation process. Avenity is still working out the terms of this offering and we plan to have the offering documented in Q3 2023 so that localities have time to review it and sign up for the service beginning in January 2024.


Avenity anticipates that Fauquier County will use the Value Append service at the beginning of 2024 and will transition to using the integrated valuation API when RevenueOne is implemented later that year.

6. Avenity understands that the County has plans to transition from Bright to a new financial system in the near future. If the replacement financial system is selected before the CountyOne implementation, Avenity will include the interface to that system during the CountyOne implementation. If the replacement system is selected later, Avenity will include the interface to Bright during the initial system

implementation and will build and test the integration to the new system at the appropriate time. A rough estimate of the time it would take to build and test the new interface is 40 hours. This estimate would be refined after the financial system is selected and would be billed at the then-current professional services rate.

7. Standard interfaces to the County's CAMA system and financial system are included in the Installation Services for the system implementation. We have successfully interfaced with Vision for other CountyOne clients.
8. Included in the CountyOne Express annual fee is the use of the software and basic maintenance which includes minor and major product releases and Legislative Releases among other things. The full details of what is included can be found in Exhibit B of the CountyOne Express Software License Agreement.
9. Avenity's proposal (page 62) noted our exceptions to Fauquier County's Terms and Conditions included in the RFP. Following are those clauses. The County agrees that the following terms and conditions do not apply to the Agreement between the County and Avenity:
 - a) Section 33: Default. The solution proposed is a Commercial Off the Shelf (COTS) package and as such is not easily able to be substituted with any other package which may contain more or less functionality than what is offered. The Offeror cannot be responsible for any cost differential from what was offered and another solution procured by the County.
 - b) Section 38: Termination. The Termination for Convenience section notes that thirty (30) days advance notice is NOT required which is in conflict with the main Termination clause. If the County terminates for Convenience, the County should be responsible for payment of services completed up to the termination date.
 - c) On page 23 of the RFP, there is a note that the County requests \$5 Million in cyber coverage, but this was not included as a requirement on Attachment C. This coverage is not appropriate based on the solution proposed by Avenity and we do not intend to add this coverage.

Kind Regards,



Cathleen Agrios, CEO
Avenity, Inc.
Cathleen@Avenity.com
703.867.3009