

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

MANATRON, INC.	DATE ISSUED:	11/08/2019
510 E. MILHAM AVENUE	CURRENT REFERENCE NO:	20-728-EP
PORTAGE, MICHIGAN 49002	CONTRACT TITLE:	PROVAL PLUS

**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 20-728-EP including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY
EXPIRES: 06/30/2020

ATTACHMENTS:
AGREEMENT No. 20-728-EP

EMPLOYEES NOT TO BENEFIT:
**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE
GENERAL PUBLIC.**

<u>VENDOR CONTACT:</u> MATTHEW HENRY	<u>VENDOR TEL. NO.:</u>	<u>(269) 567-2930</u>
<u>EMAIL ADDRESS:</u> MATT.HENRY@TR.COM		
<u>COUNTY CONTACT:</u> CHESTER CARR (DMF-REA)	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-3934</u>
<u>COUNTY CONTACT EMAIL:</u> CCARR@ARLINGTONVA.US		

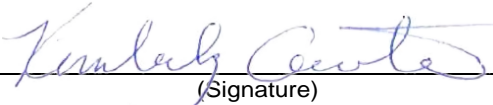
**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE, AND SERVICES**

The attached Schedules numbered VA2019.001.01 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. VA2019.001 between TRTA Gov and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. – A THOMSON REUTERS BUSINESS 510 E. Milham Avenue Portage, Michigan 49002 ("Thomson Reuters, Government" or "TR Gov")	Arlington County, Virginia 2100 Clarendon Blvd., STE 500 Arlington, VA 22201 ("Customer")
Attention: Matthew Henry Telephone No.: 269.388.2633 Fax No.: (269) 567-2930 E-mail Address: Matt.Henry@TR.com	Attention: Lucas Alexander, Procurement Officer Telephone No.: 703.228.3591 Fax No.: E-mail Address: laalexander@arlingtonva.us

The parties have executed these Schedules as of the dates set forth below their respective signatures.

TR GOV

By: 
(Signature)

Printed or Typed Name: Kimberly Carter

Its: V.P., Finance
(Title)

Date: 11.4.2019

Witnessed: 
(Signature)

By: Matthew Henry
(Printed or Typed Name)

ARLINGTON COUNTY, VA

By: 
(Signature)

Its: Procurement Officer
(Title)

Date: 11/07/2019

By: _____
(Signature)

Its: _____
(Title)

Date: _____

By: _____
(Signature)

Its: _____
(Title)

Date: _____

Witnessed: _____
(Signature)

Date: _____

SIGNATURE PAGE

Date: February 22, 2019 R.G.

SOFTWARE SCHEDULE FOR ARLINGTON COUNTY, VA

Schedule No. VA2019.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. VA2019.001 between TR Gov and the undersigned Customer (the "Agreement").

SOFTWARE					
Software Description	Model Number	Quantity	Unit Price	Total Price	Office
ProVal Plus	PAPP	1	Current Software	Current Software	
Total Software Fees:				\$ -	

SOFTWARE USE RESTRICTIONS: Site license(s).

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees specified in this Schedule.

Date: February 22, 2019 R.G.

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR ARLINGTON COUNTY, V.

Schedule No. VA2019.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. VA2019.001 between TR Gov and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Model Number	Annual Price	Comments
ProVal Plus Maintenance & Support	PAPP-S	\$ 44,723.00	
Total Maintenance & Support Services Fees		\$ 44,723.00	

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on July 1, 2019 and shall continue for an initial period of twelve (12) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other with written notice of termination sixty (60) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any reason, and Customer later wishes to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fees.

Date: February 22, 2019 R.G.

SUMMARY SCHEDULE FOR ARLINGTON COUNTY, VA

Schedule No. VA2019.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. VA2019.001 between TR Gov and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Price
SOFTWARE	\$ -
Total One-Time Fees - Plus Freight:	\$ -

Payment Terms for One-Time Fees: TR Gov will invoice 100% of the Hardware Fees and Third-Party Software Fees upon shipment of such item(s). TRTA Gov shall invoice Software Fees in accordance with the mutually agreed-upon billing milestones. Professional Services Fees are due and payable after TRTA Gov performs such services in accordance with TRTA Gov's invoice(s) that shall be sent to the Customer. All invoices are due within 30 days of receipt.

Taxes: The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides TR Gov with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by TR Gov, excluding any taxes based upon TR Gov's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, TR Gov shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay TR Gov for such tax liability within thirty (30) days of receiving written notice of such tax liability from TR Gov.

ONGOING FEES	
Description	Annual Price
SOFTWARE SUPPORT SERVICES	\$ 44,723.00
Total Ongoing Fees:	\$ 44,723.00

Payment Terms for Ongoing Fees: Ongoing Fees are due and payable in advance of each annual term and are subject to increases as defined in Section 8.2 of the Master Agreement. All invoices are due within 30 days of receipt.

Date: February 22, 2019 R.G.