



**Contract Number:** 16-23

This contract entered into this 9<sup>th</sup> day of December, 2015, by Gupton + Associates, Inc. hereinafter called the "Contractor" and the County of Montgomery, called the "County".

#### **RECITALS**

WHEREAS, the County, in the execution of various projects, has a need for systems architecture services for one or more work orders under a term contract as set forth in this contract and as established in the scope of work of each individual work order; and

WHEREAS, the County, in compliance with the Virginia Public Procurement Act, has requested and received proposals for systems architecture services under the parameter of a term contract; and

WHEREAS" on the basis of the evaluation factors published in the request for proposals and all the information developed in the process, the IT firm named above has been duly selected by the County to perform the duties of Systems Architect under this term contract.

NOW, THEREFORE, in consideration whereof, and in consideration of the payments to be made by the County, the Contractor covenants and agrees to provide services on the assigned work orders on the terms and conditions hereinafter set forth and the scope of work as established on each individual work order.

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

#### **A. Scope of Work and Fees**

- 1) The Contractor covenants and agrees to provide all necessary services which may be required for and specified in the Scope of Work for each work order. For such services, the County shall compensate the Contractor's fee on a not to exceed basis as agreed upon by the County and Contractor at the time of award relating to each separate work order. Billing rates for professional and technical personnel who might be employed on various work orders has been agreed upon in the Contractor's proposal and is incorporated herein. These rates shall be used in determining fees for extra services required by the Contractor and for work orders involving hourly services with a maximum not to exceed cost.

# MONTGOMERY COUNTY



- 2) Each work order shall describe the scope of services required from the Contractor, identify any special requirements for the work order, show the schedule milestones for performance of the work and show the agreed upon fee for the work.
- 3) The Contractor agrees that it is the County's discretion as to which and how many work orders are assigned to the Contractor under this agreement.

## **B. Contract Documents**

The following listed contract documents by this reference are hereto incorporated and made a part hereof as if fully set forth below:

- 1) This Agreement
- 2) Request for Proposal (RFP) #16-23 entitled "Term Contract for Systems Architecture Services" dated November 12, 2015.
- 3) Contractor's Proposal dated November 30, 2015 in response to RFP #16-23.
- 4) All written and mutually agreed modifications to this agreement.

## **C. Terms of the Agreement**

The terms of this Contract as it relates to the issuance of new work orders shall be one (1) year from the date of the Contract. Unless terminating in writing at the discretion of either party, the Contract may be renewed in writing for up to four (4) additional one-year terms.

## **D. Termination of Contract**

The County or the Contractor may terminate this Contract, without penalty, upon sixty (60) days written notice. Upon such termination, the Contractor shall be entitled to the compensation accrued to the date of termination.

## **E. Assignment**

Neither Contractor nor the County may assign its rights or responsibilities under this agreement without prior consent of the other.

## **F. Notices**

All notices which may need to be given as a result of the performance of this agreement shall be in writing and shall be deemed effective upon delivery as follows:

MONTGOMERY COUNTY



If to County:  
Phil Martin, Information Technology Director  
Montgomery County  
755 Roanoke Street, Suite 2B  
Christiansburg, VA 24073

If to Contractor:  
Clara B. Lee  
901 N. Pitt St., Suite 230  
Alexandria, VA 22314

The provisions of this agreement shall not be modified, nor changed except by mutual consent and agreement of the parties, expressed in writing. This agreement shall be binding upon the parties and their respective successors and assigns.

**WHEREFORE**, the parties hereto have caused this agreement to be signed and executed as of the date first above stated.

**CONTRACTOR:**

By: Clara B. Lee  
Gupton & Associates, Inc  
Title: CONTRACTS MANAGER

**COUNTY OF MONTGOMERY:**

By: F. Craig Meadows  
F. Craig Meadows  
County Administrator

*Approved as to form  
and legal sufficiency*  
M. McMath  
County Attorney