

CONTRACT**DINWIDDIE COUNTY**
SCANNING AND RECORD MANAGEMENT

The Agreement is made this 23rd day of August 2021, by and between **Starpoint, Inc. dba Starpoint Global Services**, of 1311 S. 2nd Ave, Siler City, NC 27344 (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 used cooperative procurement to procure scanning and records management of Circuit Court files; and

WHEREAS, Contractor submitted a quote for same, consistent with the County’s needs; and

WHEREAS, Contractor was selected to provide goods/services; and

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 including the General Terms and Conditions, (2) Region 19 Allied States Cooperative Contract #20-7383 and (3) Contractor’s quote. 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.** Work will be done in phases as funding is available. Phase I defined as records from 1995 through the present shall be completed by June 30, 2022. Notice to proceed and completion dates for other phases will be provided by Purchase Order upon availability of funding.
- 3. Term of Contract.** The initial term of this contract shall be from the date of the contract through September 30, 2022, with the options for renewals based on the original Allied States contract. Either party may give written notification to the other party sixty (60) 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. Price increases, if any, shall be in accordance with the original contract or negotiated at the time of renewal.
- 4. Costs.** Contractor agrees to perform all work pursuant to this Contract for the Unit Prices listed in the Contractors attached quote (the “Contract Price”). **At no time shall the cumulative cost of the Contract exceed One Hundred Thousand and no/100 dollars (\$100,000.00).** Payment shall be made to Contractor within thirty (30) days after receipt of invoice and completion of work.
- 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:
Richard Ray
Starpoint Inc.
P.O. Box 845
Siler City, North Carolina 27344
(919) 923-1217
richard@starpointusa.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 General Terms and Conditions.
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

Starpoint Inc.

X *W. Kevin Massengill*

W. Kevin Massengill
County Administrator

X *Richard H. Ray Jr.*

Print Name/Title:
Director of Business Development

Approved as to form:

Department Approval:

X *W. K. Ray Jr.*

Legal Counsel

X *Barrett Chappell*

Barrett Chappell
Circuit Court Clerk

DINWIDDIE COUNTY
GENERAL TERMS AND CONDITIONS

1. **Laws, Regulations, and Courts.**
 - A. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures.
 - B. The Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
 - C. All solicitations or contracts issued by Dinwiddie County 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. The County and the Contractor are encouraged to resolve any issues in controversy arising from contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366).
2. **Taxes.** Pursuant to Virginia Code Section 58.1-609.1(4), the County is exempt from the payment of Virginia state sales and use taxes. Vendors should not include such taxes in invoices presented to the County for payment. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.
3. **Anti-Discrimination Statement by County.** The County certifies that it shall not discriminate against any bidder, offeror or contractor because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).
4. **Anti-Discrimination Statement by Contractor.**
 - A. During the performance of the contract, the Contractor agrees to the following provisions.
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - B. The Contractor also agrees to include the provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
5. **Immigration Reform and Control Act of 1986.** Contractor certifies that it does not and will not during the performance of the contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
6. **Drug-Free Workplace.** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and

applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

7. **Authorization to Transact Business in the Commonwealth.** In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.
8. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the County of Dinwiddie, Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.
9. **Insurance.** Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

Minimum Insurance Coverage and Limits Required:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and

advertising injury, products and completed operations coverage. The “County of Dinwiddie, Virginia, its Officers, agents, and employees” shall be added as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County’s insurers.

4. Automobile Liability - \$1,000,000 combined single limit.
5. Professional Liability - \$1,000,000 per occurrence.

10. **Debarment Status.** The Contractor certifies that it is not currently debarred from submitting proposals or bids on contracts by any department, agency or political subdivision of (i) the Commonwealth of Virginia, (ii) any other state, or (iii) the federal government, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the same.

11. **Payment.**

- A. Contractor shall provide the County with a complete and accurate IRS Form W-9.
- B. Invoices for products/services ordered, delivered, and accepted shall be submitted by the contractor to Dinwiddie County Accounts Payable via email to accounting@dinwiddieva.us or via postal mail to P.O. Drawer 70, Dinwiddie, VA 23841.
- C. Unless otherwise specified, any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after correct invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- D. The preferred method of payment for invoices under \$5,000 is with a VISA Credit Card. If the vendor accepts VISA payments, they must do so without any fees.
- E. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month.
- F. Date of payment is deemed to be (1) the date of postmark in all cases where payment is made by mail, or (2) the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- G. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- H. The Contractor is obligated to: (1) pay the subcontractor(s) within seven (7) days of the Contractor’s receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) notify the County and the subcontractor(s) within seven days, in writing of the Contractor’s intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.
- I. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the contractor of payments from the County, except for amounts withheld as states in Section g above.
- J. These provisions apply to each sub-tier Contractor performing under the primary contractor. A contractor’s obligation to pay an interest charge to a subcontractor shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

12. **Availability of Funds.** It is understood and agreed between the parties that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available. The contract will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board

of Supervisors to appropriate adequate funds for the terms of the contract shall result in the immediate cancellation of the contract. There shall be no penalty should the Board fail to make annual appropriations for the contract.

13. **Assignment of Contract.** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
14. **Default.** It shall be the Contractor's responsibility to make sure that all work is adequately completed as required. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after five (5) days have passed from the date of delivery of written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
15. **Changes to the Contract.** All contract modifications must be approved by the Dinwiddie County Administrator or his designee. The County will not assume responsibility for the cost of any changes made without proper consent. No fixed-price contract may be increased by more than twenty-five percent (25%) or \$50,000, whichever is greater, without advance approval of the Dinwiddie County Board of Supervisors.

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. The County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the County of the adjustment to be sought, and before proceeding to comply with the notice, shall await the County's written decision affirming, modifying, or revoking the prior written notice. If the County decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the County's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

16. **Termination of Contract.**

A. Termination for Cause.

1. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If Contractor violates any provision of the Virginia Governmental Fraud Act, the County may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract, then the County may terminate the contract. The County retains the sole discretion to determine any violation of this section.
2. Prior to termination of the contract, the County shall give the Contractor and his surety ten (10) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said ten (10) days, the County may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the County may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than ten (10) days after the notice of termination, the County determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.
3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
4. Upon termination of the contract, the County shall take possession of its property and of all materials, tools, and appliances thereon and finish the work by whatever method the County may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the County, together with any other expenses of terminating the contract and having it completed by others.
5. Termination of the contract under this section is without prejudice to any other right or remedy of the County.

B. Termination for Convenience

1. County may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as County may require to assign to the County the Contractor's interest in all subcontracts and purchase orders designated by County. After all such steps have been

taken to County's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

- All amounts then otherwise due under the terms of this contract as of the latest request for payment,
- Amounts due for work performed subsequent to the latest request for payment through the date of termination, and
- Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the foregoing, County shall have no further obligations to the Contractor of any nature.

2. In no event shall termination for the convenience of the County terminate the obligations of the Contractor's surety on its payment and performance bonds.

17. **Contractual Disputes.** Disputes and claims arising under this agreement shall be processed pursuant to the Code of Virginia Section 2.2-4363.

18. **Audit.** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment from the County, or until audited by the County, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

19. **Patents, Copyright and Trademark.** The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall indemnify, defend, hold and save harmless the County, its officers, agents, and employees, from any loss or liability for or on account of such infringement.

20. **COVID-19.**

The Contractor is required to adhere in all respects to all federal, state, and local COVID-19 regulations, including, but not limited to, Executive Orders issued by the Governor of Virginia, the rules promulgated by the Virginia Department of Labor and Industry ("DOLI Rules"), and the Dinwiddie County Infectious Disease (COVID-19) Preparedness and Response Plan (the "Required Local Plan"). The Contractor acknowledges it will comply with the documents set forth on Dinwiddie County's Purchasing Page, which can be found at www.dinwiddieva.us/Purchasing including any changes that may be made to such documents in the future. In the event of conflict between COVID-19 provisions, the strictest provision shall govern. Without limiting the foregoing, the Contractor shall abide by the following:

- A. Sick and Exposed Persons to Stay at Home. Pursuant to the DOLI Rules and the Required Local Plan, employees or other persons associated with the Contractor who are known or suspected to be infected with the SARS-CoV-2 virus or who live with or have had close contact with individuals who have had COVID-19 symptoms or signs in the last 14 days shall be sent home, stay home, and stay away from the work site until they are cleared to return to work as set forth in the DOLI Rules or, in the case of exposed persons, the rules for return to work shall be the same as those for County employees in the Required Local Plan. Symptoms and signs of COVID-19 include the following: unexplained cough, fever (100 degrees Fahrenheit or higher) or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, bluish lips or face, unexplained nausea, vomiting, or diarrhea. Other unexplained symptoms could also be an indication of COVID-19.
- B. Notice to County Required of Positive COVID-19 Tests at County Government Sites. Pursuant to the DOLI Rules and the Required Local Plan, the Contractor is required by law to advise the County within 24 hours in the event that an employee of the Contractor or someone associated with the Contractor who

was present at a place of employment owned or operated by the Dinwiddie County Government tests positive for COVID-19. All such reports of positive COVID-19 tests shall be made to Crystal Spain, Director of Human Resources at (804) 469-4500, extension 2161.

- C. Subcontractors. The Contractor is responsible for ensuring that its subcontractors comply with all the foregoing requirements.

Starpoint Scanning Notes for Dinwiddie County Circuit Court (Virginia)

The notes below are intended as a starting point for Dinwiddie County CC as it considers scanning options for hardcopy records related to archived case files.

In summary, Starpoint can offer an **all-inclusive, per-image scanning rate of \$0.057** to identify and split out key document types such as orders, indictments or court notes. It is assumed that there will be only a few categories to identify and split out, with the bulk of each record scanned in one piece in the same order as the original pages. If more than a few categories are to be identified and broken out, the per-image rate will go up (in other words, the more slices we are required to make from each case file, the more laborious the work, and the higher the price). We are willing to scan sample records with any desired approach to determine a best and final offer on the pricing if the Court wants numerous doc types to be separated. This rate includes up to three manually keyed index fields per record (such as case numbers, dates or defendant names). Static fields such as county codes or record groups (such as “criminal”, “civil”, “chancery”...) can be added at no extra cost.

Starpoint can offer **a lower all-inclusive, per-image scanning rate of just \$0.05** for conversion of the original documents as a single, text-searchable digital file for each case number. In this approach, which is being used currently in both Northampton County and Southampton County, the digital versions will appear as an “archived case file” within the state’s digital platform. The Supreme Court has given approval to this approach, with the thought that these records are all at least several years old, and Dinwiddie County CC staff would have the ability to split the archived images into smaller pieces internally if needed for a particular case.

In either of the above pricing scenarios, we are still willing to break up very large files into multiple digital volumes as needed. We can also spilt out color photos or large format maps/plans as standalone digital files in order to best manage the sizes of the digital file versions for each case. Any sealed components can also be scanned separately with data routed in a separate stream from the elements that are fit for public retrievals and viewing.

These rates are based on 200DPI scanning with color scanning used when required for photos. Any large format elements will be scanned for \$0.99 per page. An increase to 300DPI is available, but there would be a slight increase in cost (approximately \$0.002 per image).

Again, final data can be delivered as text-searchable files, so staff will be able to search for key words or fragments of key words to navigate within the digital versions we create. Starpoint can provide finished data as logically named PDF files for direct access and back-up, and we are working with representatives from the Supreme Court of Virginia to format data created from our scanning projects for an automated upload to the state’s existing case imaging system.

Our rates are available regardless of quantities targeted for scanning and are truly all-inclusive (includes pick-up, intake, prep, scanning, indexing, QC, data formatting, data delivery as

logically named files and/or formatted for delivery into a document management system, and one year of storage of both original hardcopies and digitized data at no additional charge once scanning is complete). We will even include empty boxes and labor for packing files at no cost to the Court. For Dinwiddie County, we could return the hardcopy records, or we could store the originals until destruction can be authorized.

Utilizing logical naming conventions means that we string indexed information together like train cars to form actual file names. For these records, a naming convention for short-term access might be something like Case Number – Case Type – Defendant Name – Year – Doc Type.PDF. Again, we have already developed a specific naming convention format with the Supreme Court that will allow automated uploads of the same data to the statewide platform. This naming convention incorporates case numbers, categories, doc types and county codes (FIPS).

We can sort the indexes according to client specifications, and you can search for a file by any fragment of its filename. Additionally, we can run OCR on these files to make them fully text searchable, which would allow searches for a name or keyword in multiple files simultaneously to facilitate retrieval efficiency. The Court could store these files on a secured server locally and/or on an encrypted DataLocker for secure back-up, while the very same data can also be loaded automatically to the existing state platform. Southampton County had originally planned to manually load the files we delivered to the platform one by one, but our newly developed automated load will save extensive wasteful labor time to import the data.

So what does 5 or 5.7 cents per image mean to you?

Well, first of all either rate represents a huge discount from our standard rate of 8 cents per image. In fact, it is the same rate schedule we have in place now with similar customers such as the West Virginia Supreme Court (multiple counties), the NC Department of Public Safety, the NC State Bureau of Investigation and the SC Attorney General's Office, all of which were awarded to Starpoint after public bids. It is also the same pricing established in our scanning contracts with Northampton County and Southampton County Circuit Courts for their major scanning projects.

Starpoint has a long history of working for state and local government agencies nationwide, and we are offering these generous rates to all Virginia courts in an effort to expand our footprint in Virginia.

The scanning rates are truly all-inclusive. Starpoint will even provide all empty containers and the labor for packing files at no added cost, representing hundreds of dollars in additional savings.

We realize that any scanning project represents a substantial undertaking for the Court. Many of these documents are irreplaceable, and the records represent the very fabric of the state's legal system in both criminal and civil arenas. And despite a move toward digitization in recent years, a lot of hardcopy records remain onsite.

In Dinwiddie County, we looked at criminal records going back to 1986 and at civil/chancery/law records going back to the 1950s. We also looked at some of the very old order books and are still in the process of discussing options with the state for potentially indexing hardcopy and existing digital order books by individual case for Dinwiddie County.

To scan all of the standard records we saw would be a substantial undertaking. In total, we observed about 4,700 linear inches of records. To put this total into perspective, that's enough paper files to fill a single shelf nearly 1.5 football fields in length. The paper likely weighs about 13,500 pounds, and the records would require about 449 total boxes to pack and transport.

If all of these standard records are targeting for scanning, the combined image yield could be as high as 1,234,750 pages, and the total cost could be as high as \$61,737.50 (for simple scanning as in Northampton/Southampton) or \$70,380.75 (to break out key doc types such as orders or indictments).

Based on visual inspection, we would expect an image yield of as many as 2,750 per container for these records (each container will be packed with about 10.5 linear inches of legal-sized records). This number is on the high end of the typical observed image yield ranges, and actual yields are unlikely to exceed this total. In fact, they could turn out to be significantly lower. We try to be very conservative in the extended estimates we provide so that projects are never at risk of running out of funding before completion. The extended estimates presented below can therefore be considered as worst-case scenarios.

Scanning Estimate for All Observed Records by Location

Location	Total linear inches	Containers (1.2 cubic foot boxes)	Predicted Image Yield (based on 2,750 images per container)	Option 1: Total Cost (based on 5.7 cents/image)	Option 2: Total Cost (based on 5 cents/image)
Criminal (1986 to 1996)	299 inches	29 boxes	79,750 images	\$4,545.75	\$3,987.50
Criminal (1997 to 2002)	468 inches	45 boxes	123,750 images	\$7,053.75	\$6,187.50
Criminal (2003 to end 2008)	636 inches	61 boxes	167,750 images	\$9,561.75	\$8,387.50
Criminal Misdemeanor Section (1997 to 2007)	175 inches	17 boxes	46,750 images	\$2,664.75	\$2,337.50
Law (1950s to 1980)	276 inches	27 boxes	74,250 images	\$4,232.25	\$3,712.50
Law (1981 to 1994)	432 inches	42 boxes	115,500 images	\$6,583.50	\$5,775.00
Law (1995 to 2005, end Law)	360 inches	35 boxes	96,250 images	\$5,486.25	\$4,812.50
Chancery (1957-1971)	246 inches	24 boxes	66,000 images	\$3,762.00	\$3,300.00
Chancery (1972 to 1982)	360 inches	35 boxes	96,250 images	\$5,486.25	\$4,812.50
Chancery (1983-1990)	324 inches	31 boxes	85,250 images	\$4,859.25	\$4,262.50
Chancery (1991 to 1996)	310 inches	30 boxes	82,500 images	\$4,702.50	\$4,125.00
Chancery (1997 to 2000)	207 inches	20 boxes	55,000 images	\$3,135.00	\$2,750.00
Chancery (2001 to 2006, end Chancery)	313 inches	30 boxes	82,500 images	\$4,702.50	\$4,125.00
Civil 2007 to 2008)	234 inches	23 boxes	63,250 images	\$3,605.25	\$3,162.50
All Records	4,640 inches	449 boxes	1,234,750 images	\$70,380.75	\$61,737.50

While it would be a great luxury to have all of the above records digitized, and while Starpoint would be happy to scan all of these for the Court, it seems unlikely that the Court would begin with such a comprehensive project due to the fairly large volume of records here.

If targeting only unscanned Criminal and Civil records since the year 2000 (no chancery or law), total costs would drop to somewhere around \$16,500.

Our pricing is available regardless of which records are designated for scanning, and regardless of the total volume to be scanned.

A few additional notes:

All estimates provided are intended as worst-case scenarios. It is expected that actual yields and costs will be at or below the totals shown here. Again, Starpoint can scan a sample box from any prospective category to better forecast actual image yields at no cost. Starpoint will also consider whether additional discounts are possible based on labor observed during the sample scan

Starpoint considers “exceptional projects” as those which average 5 or fewer pages per file. These projects require a significant increase in data entry labor per box and have an increased per-image rate. Based on the visual inspection of records in Dinwiddie County, we do not believe that this definition would pertain to any of its standard records. The stated rates for civil and criminal records are available without a sample scan and are identical to those in place now in Northampton and Southampton.

Additional Services Pricing

Service/Product	Normal List Rate	Price for Dinwiddie County CC
Labor for Packing Files	\$29/hour	Included in Per-Image Rate (No Cost)
1.2 cubic foot Miracle Boxes	\$2.75 each	Included in Per-Image Rate (No Cost)
Intake (application of barcode and data entry to define contents of each container in our tracking system)	\$1.50 per barcoded container	Included in Per-Image Rate (No Cost)
Transport (Pick-up and Return Deliveries after Scanning)	\$1.95 per container	Included in Per-Image Rate (No Cost)
Hourly Labor (Document preparation, QC, Data Formatting)	\$45/hour	Included in Per-Image Rate (No Cost)
Destruction Costs	\$0.16 per pound	Included in Per-Image Rate (No Cost)
On-Demand Requests	\$2.75 refile/retrieval plus \$0.08 per image	Included in Per-Image Rate (No Cost); Overnight physical delivery available if required for cost of postage, but on-demand digital deliveries are free

Summary

Starpoint can offer an all-inclusive per-image scanning rate of \$0.05, regardless of quantities targeted, for text-searchable consolidated files. Large files will be broken into multiple volumes if needed and color photos will be captured as standalone files to manage digital file sizes. Starpoint can also break out any sealed components into a separate digital document at no added cost.

For a rate of \$0.057 per image, Starpoint can process the files with additional key doc types such as orders or indictments broken out into standalone documents and the remainder of the record scanned as one piece in its original order.

Again, we are using the high end of expected image yield ranges for this quote, and extended prices shown here can be considered a worst-case scenario.

When we scanned all of North Carolina's prison records, for example, our original quote was for \$375,000, and the actual project costs turned out to be just \$325,000, representing a \$50,000 savings for the State compared to the original project allotment.

Other vendors may offer seemingly low per-image rates, only to tack on significant fees related to hourly labor for prep or for data entry. At Starpoint no such fees exist. One rate per imaged page. Period.

We estimate that if the Court wanted us to scan every single piece of paper we observed during the site visit (all standard archives from all areas of criminal, civil, law, and chancery), the total cost will be no more than \$61,700 for simplified scanning, or \$70,380 to also break out all orders.

While there are clear advantages to scanning all records, targeting everything on the shelves may be over-ambitious, and the Court may opt to focus on only certain categories or date ranges of the estimate above for an initial project. The \$0.05/\$0.057 per-image rates are available regardless of actual quantities targeted for scanning. If targeting only civil records and criminal records from 2000 forward, for example, (which is what Northampton is doing), then total cost would likely drop to about \$16,500.

Starpoint can work with the Court to design a project matched to any set spending limit in order to logically add records to its existing digital archives. The rates are available regardless of how many years or boxes worth of records are ultimately targeted.

Starpoint's all-inclusive, per-image rates include all pick-ups, intake (assigning tracking barcodes to all containers to monitor physical locations and associated activities of all records at all times), transport to Starpoint, document preparation, scanning, indexing, quality control, data formatting, data export, data delivery and one year of hardcopy storage. We'll even include any empty boxes and labor for packing boxes free of charge (which represents thousands of dollars in savings for a project of this size). Again, all records we scan can be formatted with logical naming conventions for ease of retrieval, and/or formatted for loading to the state's existing document management system.

During any prospective scanning project, files individually requested during the scanning process will be pulled and individually digitized for the Court at no additional cost beyond the per-image rate, as well. Destruction of originals or return of originals to the originating cabinets/shelves are also included at no added cost.

The above information is intended to communicate broad strokes of our pricing available to Dinwiddie County. We are happy to discuss details (verbally or in writing) related to proposed service models, including aspects such as a logical progression through targeted files and potential timelines available for the scanning project at your request. We are also happy to

format this information into a formal proposal/contract agreement based on whichever portion of the records the Court plans to target for an initial project.

Starpoint operates on a closed network (no internet connectivity of any kind). We do not even permit cellphones in the scanning room. It is monitored at all times by motion sensors and cameras. It requires keyed, coded and fingerprint entry. Only authorized employees can access preassigned client datagroups. All data remains encrypted and stored on devoted servers within the closed network. All employees and our facility have been investigated by the NC State Bureau of Investigation, which has used Starpoint to scan all personnel, legal and investigative files.

Starpoint also holds a scanning contract with the group purchasing organization called the Allied States Cooperative. Any municipality, court district or school district can join this alliance at no cost to utilize its established service contracts. Southampton joined the Allied States Cooperative in order to streamline the procurement process related to its scanning project. Starpoint is happy to provide additional information regarding the Allied States Cooperative upon request. We are also happy to share copies of the final contract documents we have in place now with Southampton for reference. The Southampton contract does stipulate that any other circuit courts in the Commonwealth are permitted to utilize its terms, so it may be an option to simply piggyback off of that agreement.

To arrange a sample scanning effort, or if you have any questions related to the information here, **please contact Richard Ray at richard@starpointusa.com or 919-923-1217 (cell).**

Starpoint has extensive experience handling not only court records, but also finance, medical, environmental health, adoption, foster care, child protective services, school, and tax and records. We have completed similarly sized projects for customers throughout our home state, as well as in Fulton County (GA), Raleigh and Nicholas Counties (WV), Luzerne County (PA), Erie County (OH) and for the City of Detroit, all in the past few years. We scanned every prison record in the state of NC, the entire law library for the SC Attorney General's office and all recent archives of civil and criminal records for the WV Supreme Court and in both magistrate and circuit courts in multiple WV counties. References are available upon request.

Quote created 4-30-2021 by Richard Ray; richard@starpointusa.com; 919-923-1217

Certificate Of Completion

Envelope Id: DC61EF6C2C0F4C28B59DA8A261FEFA31

Status: Completed

Subject: Contract with Starpoint

Source Envelope:

Document Pages: 18

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Hollie Casey

AutoNav: Enabled

hcasey@dinwiddieva.us

Enveloped Stamping: Enabled

IP Address: 139.60.228.178

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Hollie Casey

Location: DocuSign

8/13/2021 | 04:28 PM

hcasey@dinwiddieva.us

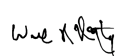
Signer Events**Signature****Timestamp**

William Hefty

bill@heftywiley.com

Legal Counsel

County of Dinwiddie

Security Level: Email, Account Authentication
(None)Signature Adoption: Drawn on Device
Using IP Address: 108.4.15.163

Sent: 8/18/2021 | 08:48 AM

Viewed: 8/20/2021 | 03:37 PM

Signed: 8/20/2021 | 03:38 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Barrett Chappell

bchappell@vacourts.gov

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 209.10.91.165

Sent: 8/20/2021 | 03:38 PM

Viewed: 8/23/2021 | 08:21 AM

Signed: 8/23/2021 | 08:21 AM

Electronic Record and Signature Disclosure:

Accepted: 8/23/2021 | 08:21 AM

ID: 25d3d5e7-858c-41c9-94fa-4da20871a3b1

Company Name: Dinwiddie County

W. Kevin Massengill

kmassengill@dinwiddieva.us

County Administrator

Dinwiddie County

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 139.60.228.178

Sent: 8/23/2021 | 08:21 AM

Viewed: 8/23/2021 | 12:30 PM

Signed: 8/23/2021 | 12:30 PM

Electronic Record and Signature Disclosure:

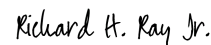
Accepted: 4/17/2020 | 03:04 PM

ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4

Company Name: Dinwiddie County

Richard H. Ray Jr.

richard@starpointusa.com

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 174.99.34.216

Sent: 8/23/2021 | 12:30 PM

Viewed: 8/23/2021 | 01:24 PM

Signed: 8/23/2021 | 01:29 PM

Electronic Record and Signature Disclosure:

Accepted: 8/23/2021 | 01:24 PM

ID: 12803eac-965f-43c6-86bb-3ba7207091f3

Company Name: Dinwiddie County

Signer Events	Signature	Timestamp
Hollie Casey hcasey@dinwiddieva.us Procurement Officer Dinwiddie County Security Level: Email, Account Authentication (None)	Completed Using IP Address: 139.60.228.178	Sent: 8/23/2021 01:29 PM Viewed: 8/23/2021 01:37 PM Signed: 8/23/2021 01:37 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/18/2021 08:48 AM
Certified Delivered	Security Checked	8/23/2021 01:37 PM
Signing Complete	Security Checked	8/23/2021 01:37 PM
Completed	Security Checked	8/23/2021 01:37 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dinwiddie County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dinwiddie County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hcasey@dinwiddieva.us

To advise Dinwiddie County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hcasey@dinwiddieva.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dinwiddie County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dinwiddie County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dinwiddie County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dinwiddie County during the course of your relationship with Dinwiddie County.