

**CONTRACT****DINWIDDIE COUNTY**  
**REPLACE CAMERAS AND DISPLAYS**  
**CIRCUIT COURT COURTROOM**

The Agreement is made this 13th day of May 2021, by and between **BIS Digital, Inc.**, of 1350 NE 56<sup>th</sup> Street, Suite 300, Fort Lauderdale, Florida 33334 (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 a quote to replace the cameras and displays in the Circuit Court Courtroom; and

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

**WHEREAS**, Contractor was selected as the Sole Source Provider; and

**WHEREAS**, County has selected Contractor to provide goods and 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 including the General Terms and Conditions, and (2) Contractor’s quote dated March 16, 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 within forty-five (45) days from the date of this contract.
- 3. Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for a sum no greater than ELEVEN THOUSAND TWENTY-FIVE AND NO/100 DOLLARS (\$11,025.00) (the “Contract Price”). Payment shall be made to Contractor within thirty (30) days after receipt of invoice.
- 4. 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:  
Peter Huddleston  
BIS Digital, Inc.  
1350 NE 56<sup>th</sup> Street, Suite 300  
Fort Lauderdale, Florida 33334  
(800) 834-7674  
Peter.huddleston@bisdigital.com

5. **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.
6. **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.
7. **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.
8. **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.
9. **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  
Circuit Court

BIS Digital, Inc.

X *Barrett Chappell*

\_\_\_\_\_  
Barrett Chappell  
Circuit Court Clerk

X *Kirk Ambrose*

\_\_\_\_\_  
Print Name/Title:  
Kirk Ambrose - Vice President

Approved as to form:

X *Wendy*

\_\_\_\_\_  
Legal Counsel

**GENERAL TERMS AND CONDITIONS**  
**to be included in every contract over \$10,000**

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](mailto: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 forgoing, 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](http://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.



March 16, 2021

Dinwiddie County Virginia Circuit Court  
14008 Boydon Plank Road  
Dinwiddie, Virginia 23841  
**Attn: Barrett Chappell**  
RE: Replace Courtroom Display and Two Cameras

Barrett

Good Morning! The following pages contain the quote to replace two of the existing cameras and the Courtroom Display with new ones. The quotation includes the products and installation with the integration into your existing audio/video (AV) solution and support.

If you have any questions at all please let me know.

Thanks

Peter

PETER HUDDLESTON | ACCOUNT MANAGER - VA, WV, DC & MD  
BIS Digital, Inc.  
1350 NE 56th Street, Suite 300 Fort Lauderdale, FL 33334  
800.834.7674 x4535 | [bisdigital.com](http://bisdigital.com) | Capture the Record



**Date** Tuesday, March 16, 2021

**Quote Number** Q-8017280-3.16.2021  
Dinwiddie County Virginia Circuit Court Replace Display and Cameras

**Sales Consultant** Peter Huddleston, Account Manager peter.huddleston@bisdigital.com

**Primary Contact** Barrett Chappell, Clerk of Court  
14008 Boydon Plank Road  
Dinwiddie, Virginia 23841  
(804) 469-4540 / (804) 469-5386 (Fax)  
bchappell@vacourts.gov (Email)

**Billing Address** Dinwiddie County (VA) Circuit Court / A-1015822  
Post Office Box 63  
Dinwiddie, Virginia 23841

**Shipping Address** 14008 Boydon Plank Road  
Dinwiddie, Virginia 23841

**Users To Train** \_\_\_\_\_

**Wiring Required** No  
59967139

**Installation Notes** \_\_\_\_\_

Item	Product Code	Qty	Unit Price	Total Price
<b>Courtroom AV/Recording System Upgrade</b> – Includes the following		<b>1</b>		<b>\$11,025.00</b>
85" Commercial Grade ultra high-definition 4K resolution Display	BIS-CG-4KUHD-85S5	1		\$3,850.00
Tilt Wall Mount for Above Display	BIS-TVM-T60/100-S2	1		\$150.00
Broadcast-quality High Definition 1080p PTZ Camera	BIS-IP-HD-PTZ-S2	2		\$5000.00
Shipping/Handling	S/H	1		\$270.00
Installation Supplies	BIS-INST-SUP	1		\$135.00
On-site Setup, Installation and Training	SIT	1		\$1050.00
Annual DCR On-Site Service & Support – Calculated on the difference in cost between Cameras currently on Support and new Cameras.	NMNT-DCR	1		\$570.00
			<b>Sales Tax Rate</b>	_____ %
			<b>Total (Excluding Sales Tax)</b>	<b>\$11,025.00</b>



### Scope of Work

<b>Account:</b>	Dinwiddie County (VA) Circuit Court
<b>Quote:</b>	Q-8017280
<b>Project:</b>	Replace Existing Display and Cameras
<b>Date:</b>	March 16, 2021
<b>Overview:</b>	Project Objective Install new 85" Display replacing existing smaller display and replace two oldest cameras with New Cameras

### Address

14008 Boydton Plank Road  
Dinwiddie, VA 23841

### Contact

Barrett Chappell  
(804) 469-4540  
bchappell@vacourts.gov

### Project:

BIS will install a new 85" Display on a new Wall Mount Tilt Bracket replacing the existing Display in the courtroom. BIS will configure the new Display with the existing Courtroom AV system. BIS will also install two new network Cameras replacing the two oldest cameras in the court. BIS will configure the new Cameras to work with the existing Courtroom AV system.

**Clients Responsibilities** – Client must provide a minimum of one person to assist with installation of new display.

### Audio & Video Recording:

Dinwiddie currently uses DCR to record 4 channels of Audio and 3 channels of Video. They have a BiAmp Tesira in place and control recording with the use of the recording system in the courtroom. They have 7 Gooseneck Microphones in the courtroom located at the Judge bench, Witness Stand, Commonwealth Table, Defense Table and Podium

### Audio Reinforcement System: installed by BIS in 2015

- Atlona AT-UHD-Cat-4
- Medialan Showmaster XS
- Biamp Tesira EX-AEC
- Biamp Tesira Forte AVB C1
- Atlona AT-UHD-CLSO-824
- Cisco 8 Port Network Switch
- NetGear Prosafe 24 port Smart Switch
- William Sound 2 channel Infrared Hearing Assisted System
- Power Base PB 4 x 4

BIS will re-use the following existing audio equipment

- Atlona AT-UHD-Cat-4
- Medialan Showmaster XS
- Biamp Tesira EX-AEC
- Biamp Tesira Forte AVB C1



- Atlona AT-UHD-CLSO-824
- Cisco 8 Port Network Switch
- NetGear Prosafe 24 port Smart Switch
- William sound 2 channel Infrared Hearing Assisted System
- Power Base PB 4 x 4

BIS will provide the following new audio equipment

- 85" Display with Tilt wall mount bracket
- 2 Network Broadcast-quality HDTV 1080p PTZ cameras

<b>Additional Notes:</b>	
<b>Prepared by:</b>	<b>Date</b>
<b>Accepted by:</b>	
Name J. Barrett Chappell, Jr.	Title Circuit Court Clerk
Signature <i>J. Barrett Chappell, Jr.</i>	Date 03/25/2021



www.bisdigital.com

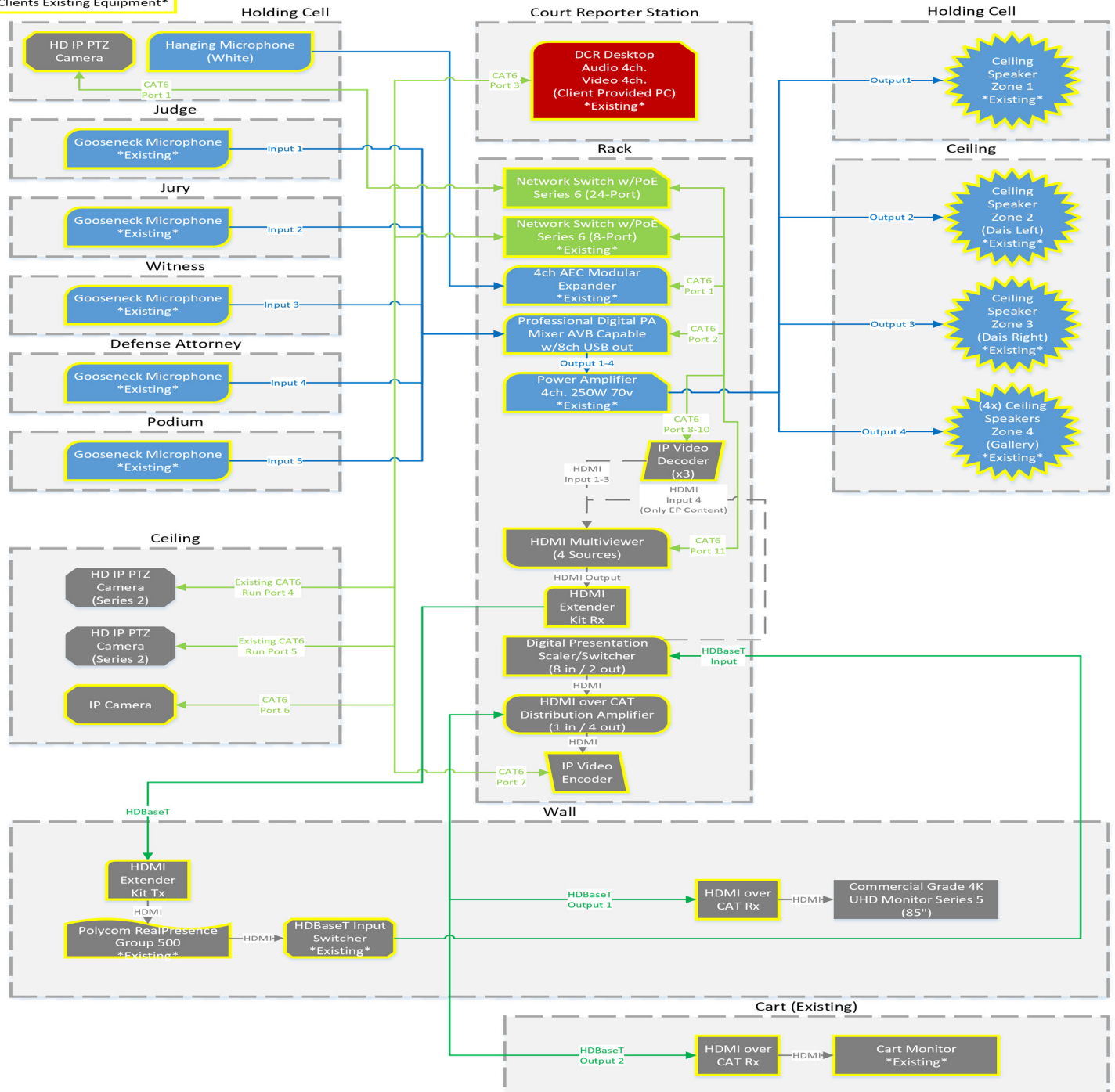


# Confidential

## Dinwiddie County (VA) Circuit Court Q-8017280

- Wiring Legend:**
- Audio:
  - HDMI:
  - VGA:
  - Composite:
  - Network:
  - USB:
  - HDBaseT:
  - \*\*\* Where Applicable

**\*Clients Existing Equipment\***



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**Equipment Supply**

BIS Digital will furnish the equipment as specified herein. Revisions to this contract are made by approved written "Change Order". BIS reserves the right to bill for equipment as stored materials when delivery or installation is not possible. There are no additional implied or expressed operations of the system other than stated within.

**Electrical Installation**

The customer provided electrical contractor will install all AC power, relay switches & conduit as required for the proposed systems. If required, the customer provided electrician will be responsible for providing and hanging all rigid electrical junction boxes, conduit and installing same. BIS Digital has recommended and asked for Dedicated Electrical Power to be installed at the head-end, controlled end-user equipment or at the same location of final control(s). Dedicated Power shall be the responsibility of the end-user and any external noise or factors creating noise within the systems not exposed by installed electronic equipment shall not be BIS Digital, Inc. responsibility and shall not be reason for any hold-backs whatsoever by any party.

**Equipment Installation and Head End Connections**

BIS technicians will install all specified equipment and make all final circuit terminations in the head-end equipment racks. The customer will provide all custom carpentry or custom room preparations as required prior to the installation. The customer will provide scaffold or high reach for all installation work in ceilings over fourteen feet. All network connection(s) are to be provided by the customer. Any changes, alterations or deviations from the Equipment and installation obligations specified herein involving extra cost for labor or material will be executed only on written orders for the same. The cost of any added labor or material will become an extra charge over and above the total specified on the Agreement.





### Order Summary

<b>Date</b>	Tuesday, March 16, 2021
<b>Quote Number</b>	Q-8017280-3.16.2021
<b>Account Name</b>	Dinwiddie County (VA) Circuit Court
<b>Total (Excluding Sales Tax)</b>	\$13,100.00

### Terms and Conditions

<b>Effective Period</b>	This proposal is a firm offer for 30 days from quote date Tuesday, March 16, 2021.
<b>Tax Status</b>	Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.
<b>Payment Terms</b>	<b>Deposit:</b> All orders above \$5,000 require a 50% deposit. Once the order and deposit is confirmed (received) by BIS Digital, scheduling of the installation / and shipment of goods will occur. <b>Balance:</b> The remaining balance is to be paid on the completion of the installation. {delivery of goods at customer site}
<b>Install Cancellation</b>	If customer cancels (or postpones) a mutually agreed upon installation date, BIS Digital reserves the right to ship to customer and invoice for hardware, software or other materials procured for the project.
<b>Restocking Fee</b>	20% restocking fee will be charged for all cancelled orders
<b>Site Preparation</b>	Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.
<b>Training</b>	BIS Digital will provide full training of all system users per agreed training schedule.
<b>Limited Warranty</b>	All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or Software upgrades (See Software Assurance below).
<b>Software Assurance</b>	Annual Software Assurance entitles user to unlimited software upgrades throughout the one year term, at the cost of \$350 per license/year.

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment:

\* Accepted by: J. Barrett Chappell, Jr. Circuit Court Clerk  
 Name Title  
J. Barrett Chappell, Jr. 03/25/2021  
 Signature Date

### \* Accounts Payable Information \* Required for order to be processed\*

A/P Contact: \_\_\_\_\_  
 Name Phone Number  
 \_\_\_\_\_  
 Email Address Fax #

Is a Purchase Order required for processing? \_\_\_\_\_ P.O. # \_\_\_\_\_

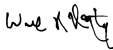
**Certificate Of Completion**

Envelope Id: 494CFF99E90740C2A2C1E23EB2CF1D4E	Status: Completed
Subject: Contract with BIS Digital	
Source Envelope:	
Document Pages: 17	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Hollie Casey
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	hc Casey@dinwiddieva.us
	IP Address: 139.60.228.178


**Record Tracking**

Status: Original 4/1/2021   09:33 AM	Holder: Hollie Casey hc Casey@dinwiddieva.us	Location: DocuSign
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**Signer Events**

Signer Events	Signature	Timestamp
William Hefty bill@heftywiley.com Legal Counsel County of Dinwiddie Security Level: Email, Account Authentication (None)		Sent: 4/1/2021   09:43 AM Viewed: 4/2/2021   09:54 AM Signed: 4/2/2021   09:54 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Barrett Chappell bchappell@vacourts.gov Security Level: Email, Account Authentication (None)		Sent: 4/2/2021   09:54 AM Viewed: 4/2/2021   09:55 AM Signed: 4/2/2021   09:55 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 4/2/2021   09:55 AM ID: ae31dea7-47d9-450f-92d0-d39e95321df3 Company Name: Dinwiddie County		
	Signature Adoption: Drawn on Device Using IP Address: 108.4.15.163	
	Signature Adoption: Pre-selected Style Using IP Address: 209.10.91.165	

Kirk Ambrose kirk.ambrose@bisdigital.com Security Level: Email, Account Authentication (None)		Sent: 4/12/2021   12:21 PM Resent: 5/3/2021   01:12 PM Resent: 5/12/2021   01:54 PM Resent: 5/13/2021   03:33 PM Viewed: 5/13/2021   03:41 PM Signed: 5/13/2021   03:42 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 5/13/2021   03:41 PM ID: 3482bb5d-239a-46cd-8718-fc0b13615d48 Company Name: Dinwiddie County		
	Signature Adoption: Pre-selected Style Using IP Address: 104.181.34.116	

Hollie Casey hc Casey@dinwiddieva.us Procurement Technician Dinwiddie County Security Level: Email, Account Authentication (None)	<b>Completed</b>	Sent: 5/13/2021   03:42 PM Viewed: 5/13/2021   03:56 PM Signed: 5/13/2021   03:57 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
	Using IP Address: 139.60.228.178	

**In Person Signer Events****Signature****Timestamp**

<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Peter Huddleston  
peter.huddleston@bisdigital.com  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 4/2/2021 | 09:55 AM  
Resent: 4/12/2021 | 12:21 PM  
Viewed: 4/13/2021 | 05:31 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 4/2/2021 | 09:56 AM  
ID: 79fe49d9-22d7-480b-b899-5ed8c5113309  
Company Name: Dinwiddie County

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	4/1/2021   09:43 AM
Certified Delivered	Security Checked	5/13/2021   03:56 PM
Signing Complete	Security Checked	5/13/2021   03:57 PM
Completed	Security Checked	5/13/2021   03:57 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **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](mailto: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](mailto: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](mailto: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](mailto: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.