Contract #:	23-079	

CONTRACT

<u>DINWIDDIE COUNTY</u> ALARM MONITORING SERVICES

The Agreement is made this 23rd day of May 2023, by and between **Petersburg Alarm Company, Inc.**, of 1801 Old Bermuda Road, Chester, Virginia 23836 (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 and the Dinwiddie County Small Purchasing Policies and Procedures, the County secured quotes for alarm monitoring services; and

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

WHEREAS, Contractor was selected as having the best overall value; and

WHEREAS, County has selected Contractor to provide good/services;

WHEREAS, This contract supersedes any previous agreements between Dinwiddie County and Petersburg Alarm Company Inc.;

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, (2) Contractor's quote dated May 3, 2023 and (3) Contractor's Quote for additional work dated May 16, 2023. 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 any conversion services within thirty (30) days from the date of this contract.
- 3. **Term of Contract.** The term of this contract shall be for thirty-six (36) months with the option for renewal under the terms, conditions and unit pricing of the original contract for up to one (1) additional thirty-six (36) month period, unless either party gives written notification to the other party one hundred and twenty (120) 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 negotiated at the time of renewal. At no time shall the cumulative cost of the Contract exceed Fifty Thousand and no/100 dollars (\$50,000).
- 4. **Costs.** Contractor agrees to perform all work pursuant to this Contract for a the unit prices listed below ("Contract Price"):

Item No.	Description	Monthly Price	Initial Setup Fees
1.	Fire Alarm Monitoring – Government Center	\$40.00	\$350.00
2.	Fire Alarm Monitoring – Courthouse	\$45.00	\$350.00
3.	Fire Alarm Monitoring – Public Safety Building	\$40.00	\$775.00
4.	Fire Alarm Monitoring – Information Technology	\$40.00	\$350.00
5.	Fire Alarm Monitoring – Pump House	\$45.00	\$1,625.00
6.	Fire & Security Alarm Monitoring – Sheriff Training Center	\$40.00	0.00
7.	Fire Alarm Monitoring – Eastside Enhancement Center	\$45.00	0.00
8.	Security Alarm Monitoring – Eastside Enhancement Center	\$32.00	0.00
9.	Fire Alarm Monitoring – Ragsdale Community Center	\$45.00	0.00
10.	Security Alarm Monitoring – Ragsdale Community Center	\$40.00	0.00
11.	Security Alarm Monitoring – McKenney Gym	\$40.00	0.00
12.	Security Alarm Monitoring – Sports Complex	\$32.00	0.00
13.	Courthouse – Labor to convert to Wireless Monitoring System		\$850.00
14.	Sheriff's Training Center – Labor to convert to Wireless Monitoring System		\$250.00
	Totals	\$484.00	\$4,550.00
	Total for 36 months	\$17,424.00	

Payment shall be made to Contractor within thirty (30) days after receipt of invoice.

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:
Mary Long
Petersburg Alarm Company Inc.
1801 Old Bermuda Hundred Road
Chester, Virginia 23836
(804) 717-9000
petersburgalarm@mindspring.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 Request for Quotations.

- 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 Dinwiddle, Virginia	Petersburg Alarm Company, Inc.
W. Lewin Massengill W. Kevin Massengill County Administrator	Mary Clong Print Name/Title: Office Manager
Approved as to form:	Department Approval:
רייה א אפילי Legal Counsel	Gene Jones, Director of Public Works



COUNTY OF DINWIDDIE, VIRGINIA 14010 BOYDTON PLANK RD PO DRAWER 70 **DINWIDDIE, VA 23841** http://www.dinwiddieva.us

REQUEST FOR QUOTATIONS **Alarm Monitoring Services**

RFQ NUMBER:

23-041423

Issued by:

Hollie R. Casey

ISSUE DATE:

April 14, 2023

Telephone:

804-469-4500 x 2150

DUE DATE/TIME: April 28, 2023 at 2 p.m. EST

Email:

hcasey@dinwiddieva.us

This solicitation is issued in accordance with the Virginia Public Procurement Act and the Small Purchasing guidelines set forth in the Dinwiddie County Purchasing Policies and Procedures.

Quotations may be submitted via the County's website at www.dinwiddieva.us/purchasing, emailed to hcasey@dinwiddieva.us, or by hardcopy. PLEASE DO NOT FAIL TO SIGN AND DATE YOUR QUOTATION. Send additional data or illustrations if necessary.

Dinwiddie County seeks quotes from qualified contractors to provide fire and security alarm monitoring services.

A. Scope of Work

- 1. List of buildings requiring monitoring service are listed in Attachment A.
- 2. Contractor shall monitor all security and fire alarm panels 24 hours a day, 365 days a year.
- 3. Courthouse monitoring shall be converted to wireless within 30 days of contract execution.
- 4. Fire Inspections are currently done by another vendor.

B. General Information

1. Quotes shall include all handling and delivery fees, to include lift gate services, if applicable. They should be free of any federal, state or local taxes. Quotations must show unit price, total price, and grand total. In case of error in the extension of prices, the unit price shall govern.

1. Site visit will be done upon request. Please call (804) 469-4500 Opt 1 Ext 2150 to schedule a visit.

D. Contractor Requirements

- 1. Contractor shall maintain a Class A Contractors license through DPOR.
- 2. Contractor shall have an active registration with the Virginia State Corporation Commission, if required.
- 3. Contractor shall obtain and maintain a Dinwiddie County Business License, if required.

E. Clarification of Terms or Specifications:

If any Vendor has questions about any specifications or other solicitation documents, the Vendor should contact the person issuing the RFQ whose name appears on the face of the solicitation no later than three working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the person issuing the RFQ. All addenda are posted on the County's website at www.dinwiddieva.us/purchasing. It is the Contractor's responsibility to check for addenda.

F. Award:

Award will be made to the vendor that, in the County's opinion, provides the best overall value. Best value will be based on price, availability, experience, and other information provided in the quotation. The County reserves the right to award by item, groups or items or total, to reject any and all quotations in whole or in part, and to waive any informality or technical defect if, in its judgement, is in the best interests of the County.

G. Term of Contract

Contract will be awarded to the successful vendor for an initial period of thirty-six (36) months, with the option for renewals under the terms, conditions and pricing of the original contract for up to one (1) additional thirty-six (36) month period, unless either party gives 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(s) and any renewals of the contract(s) are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be negotiated at time of renewal.

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PART A 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 employee 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 <u>Code of Virginia</u> 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 contact 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.
- 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.

PART B QUOTE FORM

RFQ-23-041423

Alarm Monitoring Services

If more space is required to furnish a description of the commodities and/or services or other information, the Vendor may attach a letter thereto which will be made a part of the quotation. All quotations must be submitted and plainly marked using the RFQ number and date. Verbal quotations will not be accepted.

Vendor declares that the quotation is not made in connection with any other vendor submitting a quotation for the same commodity or commodities, and that the quotation is bona fide and is in all respects fair and without collusion or fraud.

All quotations must be signed by a responsible officer or employee, authorized by the Contractor/Vendor, and must include the firm's legal name. Obligations assumed by such signature must be fulfilled.

Submission Date: 05/03/2023
Federal Tax ID#: 54-0884219 DPOR License #: 2705-032061
Name of firm: Petersburg Alarm Company, Inc. Phone #: (804) 717-9000
By (signature): Mul . Lung
Type/Print Name: Mary Long Address: 1801 Old Bermuda Hundred Road
Email Address:petersburgalarm@mindspring.comChester, VA 23836
No of Full-Time Employees: 7
Hours of Operation:Monday-Friday 8am-430pm
Please list all subcontractors, if any:
Company Name DPOR License #
Please provide a brief description of the company's experience:
Please see the attached
Please provide a description of your experience working with local government entities:
Please see the attached

Please describe what makes your company unique from others in the industry?

Please see the attached

Description	Monthly Price	Otv	Total
Fire Alarm Monitoring – Government Center			Total
	40.00		1,440.00
Fire Alarm Monitoring – Courthouse		36	3.10,00
	45.00		1,620.00
Fire Alarm Monitoring – Public Safety Building		36	1,020.00
	40.00		1,440.00
Fire Alarm Monitoring – Information Technology		36	2,110.00
	40.00		1,440.00
Fire Alarm Monitoring – Pump House		36	-,110.00
	45.00		1,620.00
Fire Alarm Monitoring – Sheriff Training Center		36	
also includes Burglar Alarm Monitoring	32.00		1,152.00
Security Alarm Monitoring – Sheriff Training		36	
Center (included with Fire Alarm Monitori	ng)		
Fire Alarm Monitoring – Eastside Enhancement		8	
CONTRACTOR AND CONTRA	45.00		360.00
Security Alarm Monitoring – Eastside		14	
The state of the s	32.00		448.00
Fire Alarm Monitoring – Ragsdale Community		14	
2-14 - 14 15 WW 15 2-5	45.00		630.00
Security Alarm Monitoring – Ragsdale		14	
	or 40.00		560.00
Security Alarm Monitoring – McKenney Gym		14	
	40.00		560.00
Security Alarm Monitoring – Sports Complex	Newson March 1997	36	
Countle	32.00		1,152.00
Monitoring Southern Convert to Wireless			Labor & Mate
womforing System			850.00
	GRAN	ID TOTAL	: 13,272.00
	Fire Alarm Monitoring – Government Center Fire Alarm Monitoring – Public Safety Building Fire Alarm Monitoring – Information Technology Fire Alarm Monitoring – Pump House Fire Alarm Monitoring – Sheriff Training Center also includes Burglar Alarm Monitoring Security Alarm Monitoring – Sheriff Training Center (included with Fire Alarm Monitoring Fire Alarm Monitoring – Eastside Enhancement Center Security Alarm Monitoring – Eastside Enhancement Center Fire Alarm Monitoring – Ragsdale Community Center Security Alarm Monitoring – Ragsdale	Fire Alarm Monitoring – Government Center Fire Alarm Monitoring – Courthouse Fire Alarm Monitoring – Public Safety Building Fire Alarm Monitoring – Information Technology Fire Alarm Monitoring – Pump House Fire Alarm Monitoring – Sheriff Training Center also includes Burglar Alarm Monitoring Security Alarm Monitoring – Sheriff Training Center (included with Fire Alarm Monitoring) Fire Alarm Monitoring – Eastside Enhancement Center Security Alarm Monitoring – Eastside Enhancement Center Fire Alarm Monitoring – Ragsdale Community Center Security Alarm Monitoring – Ragsdale Community Center with wireless communicator 40.00 Security Alarm Monitoring – McKenney Gym with wireless communicator Security Alarm Monitoring – Sports Complex Courthouse – Labor to convert to Wireless Monitoring System	Fire Alarm Monitoring – Government Center Fire Alarm Monitoring – Courthouse Fire Alarm Monitoring – Public Safety Building Fire Alarm Monitoring – Information Technology Fire Alarm Monitoring – Information Technology Fire Alarm Monitoring – Pump House Fire Alarm Monitoring – Sheriff Training Center also includes Burglar Alarm Monitoring Security Alarm Monitoring – Sheriff Training Center (included with Fire Alarm Monitoring) Fire Alarm Monitoring – Eastside Enhancement Center Security Alarm Monitoring – Eastside Enhancement Center Fire Alarm Monitoring – Ragsdale Community Center Security Alarm Monitoring – Ragsdale Community Center with wireless communicator Security Alarm Monitoring – McKenney Gym with wireless communicator Security Alarm Monitoring – Sports Complex Courthouse – Labor to convert to Wireless

^{**} Please see Attachment l for additional information and costs

Question #1:

Please provide a brief description of the company's experience:

Petersburg Alarm Company provides low voltage electronic security to include but not limited to the installation, service and repairs of burglary, fire and holdup/panic alarms with central station alarm monitoring. We also provide camera systems, door access systems and intercom systems. Our alarm monitoring services are provided by a local alarm monitoring station.

Question #2:

Please provide a description of your experience working with local government entities:

Petersburg Alarm Company provides installation, service and repairs of burglary, fire and holdup/panic alarms, camera systems, door access systems and intercom systems. We service most of the Tri-Cities area such as Colonial Heights, Dinwiddie, Hopewell, Petersburg and Prince George.

Question #3:

Please describe what makes your company unique from others in the industry:

Petersburg Alarm Company has been a family owned small business in the area for over 58 years. We pride ourselves in providing the best customer service to our existing customers and any potential new clients.

Our friendly office staff is knowledgeable with most types of systems and is willing to help you any way they can. They can help you troubleshoot a problem over the phone and help you to fix it if possible over the phone so you do not incur any service call fees. However, if they are unable to help you fix the problem over the phone and a service call is needed they can schedule an appointment for you usually within 1-2 days or sometimes even the same day.

Our field technicians are knowledgeable in all types of electronic security. They are courteous and respectful to the customer and listen to what they have to say. They take the time to go over and explain to the customer what service they are providing and answer any questions they may have.

Our central alarm monitoring station is local which our customers really like.

virginia state Corporation Commission (SCC) registration information. The bidder:
is a corporation or other business entity with the following SCC identification number: 0128432-2 OR-
is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-
is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.
NOTE >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

REFERENCES

Vendors shall supply three (3) references that list a brief description of the same type of work and requirements for area(s) of similar size or larger, satisfactorily completed with dates of service or contract period, location, names, addresses, and phone numbers of Owners. Offerors shall only indicate references they have worked with a minimum of two (2) year. A separate page of references is acceptable if needed for additional space.

Reference #1
Name of County, City, Agency or Firm:City_of Hopewell
Address: 300 N. Main Street, Hopewell, VA 23860 (and various other sites)
Contact with Title: Bryon Beasley, Public Works Telephone: (804) 426-8751
Types of services provided:installation, service/repairs and monitoring of burglar
and fire alarms, camera systems, door access and intercom systems.
Contract Dates: From automatic renewal on To
Reference #2
Name of County, City, Agency or Firm:City of Colonial Heights
Address: 201 James Avenue, Colonial Heights, VA 23834 (and various other sites)
Contact with Title: Larry Melvin, Purchasing Telephone: (804) 520-9333
Types of services provided:installation, service/repairs and monitoring of
burglar, fire and panic alarm systems.
Contract Dates: From <u>automatic renewal on To</u> July 1st
Reference #3
Name of County, City, Agency or Firm: Roslyn Farm Corporation
Address: 320C Charles Dimmock Parkway, Colonial Heights, VA 23834 (and various other sites)
Contact with Title: Robin Morgan Telephone: (804) 526-0820
Types of services provided:installation, service/repairs and monitoring of
burglar and fire alarm systems and camera systems
Contract Dates: From No contract To

Attachment A – Buildings Requiring Service

		Type	Type of Alarm	Type of	Type of Connection	
Location	Address	Fire	Security	Digital	Wireless	Notes
Government Center	14010 Boydton Plank Road Dinwiddie, VA 23841	×	6	×		140103
Courthouse	14008 Courthouse Road Dinwiddie, VA 23841	×		×		
Public Safety Building	13850 Courthouse Road Dinwiddie, VA 23841	×		×		
Information Technology	13910 Courthouse Road Dinwiddie, VA 23841	×		×		
Pump House	14012 Boydton Plank Road Dinwiddie, VA 23841	×		×		
Sheriff Training Center	10209 Boydton Plank Road Dinwiddie, VA 23841	×	×	×		
Eastside Enhancement Center	7301 Boydton Plank Road North Dinwiddie, VA 23803	×	×		×	Security monitoring not needed until April 2025, Fire monitoring not needed until October
Ragsdale Community Center	20916 Old School Road McKenney, VA 23872	X	×		×	2025 Monitoring not needed until April 2025
McKenney Gym	10207 Melvin B. Alsbrook Ave McKenney, VA 23872		×		×	Monitoring not needed
Sports Complex	5850 R. B. Pamplin Drive Sutherland, VA 23885		×	×		

Attachment 1

PETERSBURG ALARM COMPANY, INC.

VA-DCJS #: 11-2073

1801 Old Bermuda Hundred Road, Chester, VA 23836 Phone #: (804) 717-9000 Fax #: (804) 717-9982 Email: petersburgalarm@mindspring.com

May 3, 2023

County of Dinwiddie 14010 Boydton Plank Road P.O. Drawer 70 Dinwiddie, VA 23841 Attn: Hollie Casey

Phone #: (804) 469-4500 ext 2150 Email: hcaey@dinwiddieva.us

Re: Request for Quotations Alarm Monitoring Service

RFQ#: 23-041423

Please see Attachment's A thru J for changes that would need to be completed in order for Petersburg Alarm Company to take over the monitoring services for each location in the bid request. There would be additional fees involved with taking over the monitoring services.

Each location is listed separately with the changes needed and costs to do so.

Any equipment that Petersburg Alarm Company removes will be returned to the customer.

If you have any questions or need additional information please call me at the above number.

PETERSBURG ALARM COMPANY, INC.

Attachment A: Dinwiddie Government Center 14010 Boydton Plank Road

Fire Alarm Panel Type: Notifier Onyx NFS2

The fire alarm panel is connected to two (2) working telephone lines.

There is a built in dialer on this FACP.

VSC Fire & Security would need to reprogram the dialer with Petersburg Alarm Company's account and receiver information.

Petersburg Alarm Company's cost for this change, reprogramming and testing of fire alarm system is \$350.00.

Additional fees may apply for VSC Fire & Security reprogramming.

We can monitor this system but would not be able to service or replace parts since it is a proprietary panel and we would not be able to get parts for this system.

Attachment B: Dinwiddie Courthouse 140018 Courthouse Road

Fire Alarm Panel Type: Notifier AFP-400

The fire alarm panel currently has a trouble condition on the system $-\underline{PH\ 2}$ trouble which means no phone line.

This panel is connected to two (2) telephone lines.

There is a separate Notifier dialer on this FACP.

VSC Fire & Security would need to reprogram the dialer with Petersburg Alarm Company's account and receiver information.

Petersburg Alarm Company's cost for this change, reprogramming and testing of fire alarm system is \$350.00.

Additional fees may apply for VSC Fire & Security reprogramming.

Fees are listed on the "Request for Quotation" for the installation of a new wireless radio communicator at a cost of \$850.00. All phone line connections to the fire alarm panel would be disconnected from the panel once the wireless radio communicator is installed.

We can monitor this system but would not be able to service or replace parts since it is a proprietary panel and we would not be able to get parts for this system.

Attachment C: Dinwiddie Public Safety Building 13850 Courthouse Road

Fire Alarm Panel Type: Notifier NFS-320

This panel is connected to two (2) working telephone lines.

Petersburg Alarm Company would need to replace the dialer on the FACP.

Petersburg Alarm Company's cost to replace:

Fire alarm dialer: \$425.00

Program and test fire alarm system: \$350.00.

We can monitor this system and maintain the dialer but would not be able to service or replace parts since it is a proprietary panel and we would not be able to get parts for this system.

Attachment D: Dinwiddie Information Technology 13910 Courthouse Road

Fire Alarm Panel Type: Firelite ES50X

This panel is connected to two (2) working telephone lines.

Petersburg Alarm Company can reprogram this fire alarm panel and would require no outside subcontractors for programming.

Petersburg Alarm Company's cost for this change, reprogramming and testing of fire alarm system is \$350.00.

Attachment E: Dinwiddie Pump House 13850 Courthouse Road

Fire Alarm Panel Type: Notifier NFS-320

This panel is connected to one (1) working telephone line and a Telguard wireless cellular communicator.

Petersburg Alarm Company would need to replace the dialer and the wireless cellular communicator on the FACP.

Petersburg Alarm Company's cost to replace:

Fire alarm dialer: \$425.00

Wireless cellular communicator: \$850.00 Program and test fire alarm system: \$350.00

We can monitor this system and maintain the dialer and wireless cellular communicator but would not be able to service or replace parts on the fire alarm panel since it is a proprietary panel and we would not be able to get parts for this system.

Attachment F: Dinwiddie Sheriff's Training Center 10209 Boydton Plank Road

Burglar Alarm Panel Type: Honeywell Vista 20P

This panel is connected to one (1) working telephone line.

There are smoke detectors and heat detectors connected to the burglar alarm system. There is no separate fire alarm system at this location.

This is a two partition system. There is a Patrol Training area and Investigations area that work independently of each other.

Petersburg Alarm Company would not need to make any changes to this system since we currently monitor this system.

We can service, make repairs and replace parts to this system.

Attachment G: Eastside Enhancement Center 7301 Boydton Plank Road

Burglar Alarm Panel Type: Honeywell Vista 128BPT

The burglar alarm panel is connected to one (1) working telephone line.

Fire Alarm Panel Type: Firelite ES200X

The fire alarm panel is connected to a wireless cellular communicator with no phone line connections.

Petersburg Alarm Company would not need to make any changes to either system since we currently monitor both systems.

We can service, make repairs and replace parts to both alarm systems.

Attachment H: Ragsdale Community Center 20916 Old School Road McKenney

Burglar Alarm Panel Type: Honeywell Vista 128BPT

The burglar alarm panel is connected to a wireless cellular communicator with no phone line connections.

Fire Alarm Panel Type: Firelite MS9200UDLS

The fire alarm panel is connected to two (2) working telephone lines.

Petersburg Alarm Company would not need to make any changes to either system since we currently monitor both systems.

We can service, make repairs and replace parts to both alarm systems.

Attachment I: McKenney Gym

10207 Melvin B. Alsbrook Avenue

McKenney

Burglar Alarm Panel Type: Honeywell Vista 20P

The burglar alarm panel is connected to one (1) working telephone line.

There are smoke detectors and heat detectors connected to the burglar alarm system. There is no separate fire alarm system at this location.

Petersburg Alarm Company would not need to make any changes to this system since we currently monitor this system.

We can service, make repairs and replace parts to this alarm system.

Attachment J: Dinwiddie Sports Complex 5850 R. B. Pamplin Drive Sutherland

Burglar Alarm Panel Type: Honeywell Vista 20P

The burglar alarm panel is connected to one (1) working telephone line.

There are smoke detectors and heat detectors connected to the burglar alarm system. There is no separate fire alarm system at this location.

Petersburg Alarm Company would not need to make any changes to this system since we currently monitor this system.

We can service, make repairs and replace parts to this alarm system.

PETERSBURG ALARM COMPANY, INC.

VA-DCJS #: 11-2073

1801 Old Bermuda Hundred Road, Chester, VA 23836 Phone #: (804) 717-9000 Fax #: (804) 717-9982 Email: petersburgalarm@mindspring.com

May 16, 2023

Dinwiddie Sheriff's Office Training Facility 10209 Boydton Plank Road Dinwiddie, VA 23841

Attn: Hollie Casey

Phone #: (804) 469-4500 ext #: 2150

Email: hcasey@dinwiddieva.us

Re: Wireless Cellular Communications

Petersburg Alarm Company proposes to install a wireless cellular radio communicator at the above location.

Install 1 ea. LTEM-XV wireless radio communicator

Total Installation Costs \$250.00 Monthly monitoring fee will be \$40.00 per month with a minimum 5 year contract period.

If you have any questions or need additional information please call our office at the above number.

PETERSBURG ALARM COMPANY, INC.

Mary C. Long Office Manager

Authorized Acceptance Signature

Print Name

Date

** This quote is valid for 30 days and will expire on June 16, 2023. At which time the pricing is subject to change. **

DocuSign

Certificate Of Completion

Envelope Id: A0990785AD8F4F5EA39A7196A8DD0649

Subject: Contract with Petersburg Alarm

Source Envelope:

Document Pages: 28 Signatures: 4
Certificate Pages: 5 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Completed

Envelope Originator: Hollie Casey

hcasey@dinwiddieva.us

IP Address: 139.60.228.178

Record Tracking

Status: Original

5/16/2023 | 03:20 PM

Holder: Hollie Casey

hcasey@dinwiddieva.us

Location: DocuSign

Signer Events

William Hefty bill@heftywiley.com

Legal Counsel
County of Dinwiddie

Security Level: Email, Account Authentication

(None)

Signature

whe kely

Signature Adoption: Drawn on Device Using IP Address: 173.53.122.32

Timestamp

Sent: 5/16/2023 | 03:25 PM Viewed: 5/17/2023 | 09:09 AM Signed: 5/17/2023 | 09:12 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gene Jones

gjones@dinwiddieva.us Security Level: Email, Account Authentication

(None)

Gene Jones

Signature Adoption: Pre-selected Style Using IP Address: 139.60.228.178

Sent: 5/17/2023 | 09:13 AM Viewed: 5/22/2023 | 03:09 PM Signed: 5/22/2023 | 03:09 PM

Electronic Record and Signature Disclosure:

Accepted: 5/22/2023 | 03:09 PM

ID: 45f77064-bb28-421c-b9d1-d4efe6ab1a7c

Company Name: Dinwiddie County

W. Kevin Massengill

kmassengill@dinwiddieva.us

County Administrator

Dinwiddie County

Security Level: Email, Account Authentication

(None)

W. kenin Massengill

Signature Adoption: Pre-selected Style Using IP Address: 73.216.249.7

Signed using mobile

Sent: 5/22/2023 | 03:09 PM Viewed: 5/22/2023 | 06:24 PM Signed: 5/22/2023 | 06:24 PM

Electronic Record and Signature Disclosure:

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

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

Company Name: Dinwiddie County

Mary C Long

Petersburgalarm@mindspring.com

Office Manager

Petersburg Alarm Company, Inc.

Security Level: Email, Account Authentication

(None)

Mary Clong

Signature Adoption: Pre-selected Style Using IP Address: 73.147.198.2

Sent: 5/22/2023 | 06:24 PM Viewed: 5/23/2023 | 10:11 AM Signed: 5/23/2023 | 10:16 AM

Electronic Record and Signature Disclosure:

Accepted: 5/23/2023 | 10:11 AM ID: 782debe9-25c9-4961-a735-6c4e9fee27d6

Company Name: Dinwiddie County

Signer Events

Hollie Casey
hcasey@dinwiddieva.us
Procurement Officer
Dinwiddie County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 4/21/2023 | 03:51 PM

In Person Signer Events

ID: 8c6ebce9-1f30-4ad5-aa26-0b42eedd7d65

Company Name: Dinwiddie County

Timestamp

Sent: 5/23/2023 | 10:16 AM Viewed: 5/23/2023 | 10:59 AM Signed: 5/23/2023 | 11:00 AM

Sent: 5/23/2023 | 11:00 AM

Signature Timestamp

Editor Delivery Events Status Timestamp

Signature

Completed

Using IP Address: 139.60.228.178

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

COPIED

Dennis Hale

dhale@dinwiddieva.us

Witness Events

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 5/18/2023 | 07:57 AM

ID: 59015eae-aa64-48a7-ab9c-9860c59f53a3

Company Name: Dinwiddie County

Signature Timestamp

Notary Events Signature Timestamp

Envelope Summary EventsStatusTimestampsEnvelope SentHashed/Encrypted5/16/2023 | 03:25 PMCertified DeliveredSecurity Checked5/23/2023 | 10:59 AMSigning CompleteSecurity Checked5/23/2023 | 11:00 AMCompletedSecurity Checked5/23/2023 | 11:00 AM

Payment Events Status Timestamps

Electronic Record and Signature Disclosure

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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 heasey@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..

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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.

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- 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.