

JUNE 1st , 2021

SUBJECT: REQUEST FOR PROPOSAL, RFP 2021-002: NRVJR Security System Upgrade

The New River Valley Regional Jail Authority solicits competitive negotiable proposals for a Jail Facility Control System Upgrade.

Proposals shall be received at the New River Valley Regional Jail on or before 1:00 p.m., Friday June 18th, 2021. Contact person is Mr. Tim Clark, Business Manager, at tclark@nrvrj.org.

REQUEST FOR PROPOSALS

The New River Valley Regional Jail (NRVRJ) is requesting proposals for an upgrade of the existing Wonderware touch control system and backend hardware, the Vicon camera system. The proposed camera system is required to be an Avigilon system. Security is of great concern and the Authority is motivated to replace many of the existing cameras, add new cameras where warranted and upgrade storage hardware.

I. PROPOSALS:

Proposals shall be received at the New River Valley Regional Jail at 108 Baker Road, Dublin, Virginia 24084. All Proposals shall be clearly marked Attn: Tim Clark RFP: 2021-002 Camera/Security Upgrade. Proposals received after that time and date will not be considered. The NRVRJA is **requiring one original** version of each proposal and **three copies as well as an electronic version of the response which may be on a DVD or a removable media drive.** All proprietary information should be clearly noted or supplied in a separate marked envelope.

II. FACILITY VISITS

Facility visits will be available for all vendors interested in submitting a proposal in response to this RFP. The facility visit is optional and will be at the New River Valley Regional Jail on Monday, June 7th, 2021 at 10:00 a.m. All vendors wishing to participate in the facility visit must submit a Facility Evaluation Registration Form (Attachment A) to Assistant Services Division Commander Captain Tom Bobbitt (tbobbitt@nrvrj.org) by Friday June 4th,

III. SCHEDULE OF EVENTS

The following is NRVRJA's best estimate of the schedule of events ("Schedule of Events"). NRVRJA reserves the right to revise the Schedule of Events. In addition, there can be some flexibility for questions due to the short timeline for the proposal submission. Unless otherwise specified, the times provided are EST.

Table 1 - Schedule of Events

Event	Date
Release of the RFP	June 1 st , 2021
Deadline for Facility Evaluation Registration Forms	June 4 th , 2021
Facility visit/Site Evaluation (optional)	June 7 th , 2021
Deadline for Written Questions from Vendors	June 10 th , 2021
Dissemination of Answers to Written Questions	June 12 th , 2021
Proposal Due Date	June 18 th , 2021

IV. PURPOSE AND INTENT

A. The purpose and intent of this Request for Proposals (RFP) and resulting contract is to solicit proposals from qualified Offeror(s) to provide an approach to replace the current Vicon CCTV at New River Valley Regional Jail.

B. NRVRJ is requesting a Proposal for the purchase and installation of an Avigilon NVR based IP CCTV system that will reuse all existing ONVIF Vicon cameras that are determined to be in good working order (and are compatible) and include the addition of new Avigilon cameras where warranted. This camera system and Touchscreen Control System will need to be able to replicate or enhance the current level of integration between the Vicon and our current Touchscreen Security Control Systems (TSC). This Proposal must be provided by a qualified Security Control System Contractor with relevant experience with security systems in corrections. Offeror must be an authorized Avigilon partner.

C. The Offeror's proposal will be considered along with other factors for obtaining essential information, supporting the basis for award, and will be incorporated in the subsequent contract. Offerors should conform to all instructions in the RFP to qualify for further evaluation. NRVRJ may disqualify Offerors who fail to comply or who do not submit required information.

D. NRVRJ encourages Offerors to provide insight into available products and services. The NRVRJ will evaluate the proposals based on the Offeror's ability to convey an understanding of the scope of work and demonstrate the ability to complete the terms stated in the RFP.

E. Elements of this project represent a critical infrastructure need. This proposal may be made in phases; however, the areas of the project that are considered critical must be proposed and the offeror must be able to begin work on this project immediately after award. The critical elements are listed in the scope of work as CRITICAL.

V. BACKGROUND

The New River Valley Regional Jail Authority (NRVRJA) consists of a single 290,000 square foot Adult Correctional Facility that underwent a significant expansion and renovation in 2008-2010. A brief description of the existing CCTV and Control Systems is listed below:

WonderWare based Touch Control System
300 existing cameras, consisting of twisted shielded pair, analog and 4 IP, 4 existing analog cameras, multiple encoders and DVRs, NAS.

VI. OBJECTIVE /FULL SCOPE OF SERVICES

CRITICAL ITEMS:

Critical 1: Upgrade of security system touchscreen workstations

Critical 2: Replacement of Security Management Server

These two items are of the highest priority and these items shall be prioritized for immediate completion.

The following items are part of the full scope of services are a requirement of the RFP response:

A. The New River Valley Regional Jail Authority will purchase and have equipment installed to replace its current Vicon CCTV System equipment with an Avigilon system. This project shall also include a complete replacement of the existing Touch Control System. Should it be necessary, the project may also include upgrades to the existing intercom system.

B. It is the expectation that interested offerors have significant experience working in detention or high security environments managing retrofit and renovation projects in occupied and operational facilities with multiple team members to accomplish all required trades while maintaining safety and security at all facilities.

C. All existing cameras, housings, wiring, lock components, and power supplies as feasible shall remain and shall be incorporated into the new system head end equipment. Rework shall be conducted as necessary to adapt to the new system if feasible.

D. Existing CCTV and Touch Control systems are currently installed and must be maintained throughout the project as much as possible. These systems are critical to the security of the facility. Transitions to the new equipment must be planned and scheduled in advance with limited disruption to security and the daily operations of the facility.

E. Replace existing DVR/Encoder systems with an expandable system capable of recording both analog and digital cameras. Systems must have a fully featured RAID disk array storage with a redundant recording system. It should have the ability to retain a minimum of 60 days of recorded video based on a minimum of 10 FPS and 50% motion.

F. Replace Existing Touch Control head unit and ancillary equipment, reusing as much of the existing transport medium as possible.

G. All hardware will be the latest models available and eligible for extended support. Hardware support must be 24x7x365 with a minimum 6 (six) hour onsite response time for a minimum of 3 years.

H. All software will be the latest versions available and eligible for extended support. All client software will be able to run on the latest Microsoft Windows desktop 64-bit operating systems (version 10) and Microsoft Windows Server 64-bit operating systems (Server 2019).

I. Full system redundancy to include at a minimum:

- redundant power supplies in all servers
- failover of critical cameras to another server
- redundant power supplies on network switches, as feasible
- hot swappable disk drives in server hardware and SAN hardware in a raid configuration that includes a "hot spare" or equivalent.

J. Offeror shall provide a dedicated project manager and maintain dedicated engineering on staff.

K. Offeror will maintain sufficiently trained and certified staff to support all hardware and software within a minimum 4 hr call-to-service window.

L. Offeror shall provide a separate viewing station connected to multiple large format (32" - 60") monitors in master control and other areas as agreed to by the owner. Monitors must support multiple views shown from the video management system as designated by the owner. The hardware shall have the capability to display the video from up to 32 cameras per monitor.

M. Provide Client Viewing Stations in locations designated by the owner. This information will be provided to the participating vendors at the beginning of the mandatory site visit meeting. All viewing stations will be set up to save recordings to DVD, flash drive, or external storage device.

N. The upgraded system must have the ability to incorporate sound into the system for desired areas delivering seamless sound without delay from the video images.

O. There will be some relocation of existing cameras and updating of existing system control software and programming.

P. Successful offeror must either provide or have the ability to subcontract wiring and cabling services and perform project management. Such personnel should include Fully licensed Electrical contractors, Contractors with Low Voltage Certifications. Offeror or subcontractors should possess VA-DCJS Security and Locksmith licensure.

Q. Any existing transport cabling in the facility (Fiber, Copper) shall be fully tested, verified and qualified before use. Should existing transport be found deficient offeror will install new transport runs.

R. The NRVJR IT Director, Maintenance Department and Administrators will be actively involved with the Vendor during the design, configuration, installation, and testing process and the system will be configured with their full input and to their specifications.

S. Training will be completed on-site with the various end user groups. All project areas will be cleaned and clear of contractor debris. The final approval shall come from the NRVJR Superintendent after consultation with the NRVJR IT Director to determine project completion.

T. The vendor shall list specifications and capabilities of proposed systems and equipment, detail aspects of system support/maintenance warranties, and be held responsible for installation and verification of initial equipment operation.

U. Please provide NRVJR with an estimated hourly rate for service and necessary Preventative Maintenance after project completion to install new and/or move existing cameras that are not considered to be under any type of warranty.

VII. SUMMARY OF PROPOSAL SCOPE

A. The proposal shall be for completely assembled and tested additions/renovations/upgrades to the existing security automation systems. In addition, the proposal should include the following:

- all costs for any specialty back boxes including camera housings
- submittal development, project coordination, engineering and programming
- head end termination at equipment rack locations
- camera lens adjustments
- operator station setup, system start-up, system testing, owner training, and final documentation
- freight to the project site
- support to be provided by integrator and directly from manufacturer, if needed

B. Cameras shall be detention grade interior high resolution color camera replacements or new installs as follows:

- Avigilon cameras supplied shall be a minimum of H4 or H5 line.
- Where necessary propose ONVIF security cameras from another manufacturer (ie corner cameras in individual cells, if requested)
- update programming to reflect the needs of the facility
- relocation of cameras for viewing in pods, as determined by the Superintendent/Designee
- integrate with touchscreen system and PLC

C. All parts and details of services or features not specifically mentioned which are regularly furnished in order to complete this type of work will be furnished at proposed pricing and shall conform in quality, workmanship, and service to that provided by the practice as specified in the RFP.

D. All cabling will be clearly labeled and run in cable races where appropriate. Cabling will be detention grade and secured in pods. Cabling that is accessible to prisoners shall be run in

RMC and shall have strapping as determined by the owner. EMT will only be considered in areas that are unoccupied or infrequently occupied.

E. The vendor shall provide a project documentation binder to include a description of the system, as built floor plans showing camera locations, functional system block diagrams, and equipment O&M manuals. This documentation should be provided both electronically and in written form.

VIII. SYSTEM / EQUIPMENT/ OFFEROR'S REQUIREMENTS

A. All Aspects of the facility's control system shall be replaced as required to include controls, panels, relays, power supplies, door mechanisms and power outlet controls, as required and agreed to by the owner.

B. The recording system will have SAN/NAS type device capabilities for additional storage space if needed.

C. All drives will be "hot swappable" and be configured in a hot spare mode to facilitate repairs or replacements.

D. Video masking/modesty shielding that meets PREA requirements for privacy must be provided. This masking must be carried forward to the integrated Touchscreen Control System (TSC). Explain to NRVRJ how the visual masking works and the features associated with it.

E. The system shall be capable of the following recording modes:

- Normal time-lapse recording
- Event: Alarm Recording, Motion recording
- Schedule Mode: Programmed to utilize different recording modes during different timeframes per camera. For example, set to normal time-lapse recording during normal business hours and then be set to motion recording mode during off-hours.
- 704x480 (4 CIF) or greater recording resolution

F. It is required that each individual channel or camera be programmable for any of the above recording modes to include recording rates (images/pictures/frames per second).

G. The system menu setup functions shall be remotely programmable by using the client software or web browser.

H. The system shall have the capability to process each camera for motion detection if required. Remote setup and configuration of motion detection parameters and the ability to detect motion for triggering an event recording is required. Individual motion detection adjustment for each camera input to include frame rate, area, and sensitivity is also required.

I. The system shall provide the ability to have unlimited alarm trigger inputs and outputs.

J. The system shall provide the ability to send alarms and system health events via email or text messages using the NVRJ Exchange server or other acceptable method.

K. Client software shall provide live viewing, playback, and search capabilities based on date and time, motion detection event, or alarm recordings.

L. Servers must utilize Windows Server 2019 64-bit or newer.

M. Client software must be able to run on Windows 10 Pro 64-bit.

N. Server hardware and software, network devices, and camera system software must be able to support a minimum of 10 concurrent users viewing live cameras and/or video recordings at each site.

O. The security camera software should allow for retention policies/schedules to be set for all recordings and be able to exempt a specific recording from a retention schedule.

P. Cameras should support POE (Power over Ethernet). Cameras should support video motion detection. Proposed camera specifications should be equivalent to no less than 3 MP and support at least 720p resolution.

Q. All hardware and software should support the ONVIF standard. Any exceptions should be noted.

R. Two (2) ethernet cables should be pulled to each difficult to reach camera location for redundancy.

S. System should support operations on multiple network subnets.

T. A spare parts inventory should be kept onsite to minimize downtime. This should include but not be limited to control I/O boards and power supplies. Also, spare computers of each type (control and viewing station) with all associated software shall be maintained as a spare part, as requested by the owner.

U. **The following are required of the selected offeror:**

- Must be an electrical contractor.
- Must have a current FCC License.
- Must have a Low Voltage Certification.
- VA-DCJS Security and Locksmith License.
- Must be an Authorized Avigilon and Motorola partner.
- Must have dedicated engineering on staff.

IX. WARRANTY

Minimum of one (3) year (from the time of final project acceptance and commissioning) no cost warranty (travel, parts, & labor) will be provided for the entire system and components.

X. CONTROL

Viewing and/or recording access for the camera system will be from several network points within the NRVJR network while maintaining segregation using VLANs from the other networks.

The cameras within the facility will be programmed by the successful vendor as deemed appropriate by the Superintendent/designee and the IT Director.

Only administrative level access to the recording equipment will allow for changes to be made to the camera control and recording levels.

Each access point will be programmed to record only. No deletion will be allowed with the exception of routine maintenance. Each point will be able to copy and utilize records made at that point. This must be done in a 1 or 2 step process.

An event log will be kept to allow audit of access, which will include date and time, users accessing the information, and what information was requested.

XI. MAPPING

All cameras, cable runs, and any other equipment must be mapped using VISIO or similar network mapping software. The labeling on the map will be consistent with the labeling on the cabling. This documentation will be turned over to the NRVJR IT Director prior to final approval of the project.

XII. TRAINING

After installation is complete, there will be a total of twenty (20) hours of training at a NRVJR site at no cost to NRVJR.

This training will consist of eight (8) hours for IT personnel and others as designated by the Superintendent (this will be a single 8 hour session for selected personnel), two - four (4) hour sessions on two separate days for end users, and four (4) hours for Administrators to include how to capture recordings and transfer them onto various storage devices.

The training for end users will be conducted on two (2) separate days to accommodate all shifts. Times will be determined by the NRVJR Superintendent/Designee.

XIII. QUALITY ASSURANCE

All items of equipment including wire and cable requirements shall be designed by the vendor to function as a complete system and shall be accompanied by the vendor's complete service notes and drawings detailing all interconnections.

Successful offeror will supply only non-proprietary equipment. For equipment to be considered non-proprietary, it shall be manufactured by a company that has produced a product

line of compatible products for at least five years and shall have a minimum of two distributors with annual sales over one hundred thousand dollars.

Provide only non-proprietary software. For software and software vendors to be considered non-proprietary it must have a minimum of five system integrators proficient in the programming, integration and maintenance of the manufactured software. All software logic shall be developed in the Wonderware environment and not developed in third party software or provided in compiled DLL, EXE files or other encrypted files. Any software approach that is found to be provided with this approach shall not be considered and all costs shall be the responsibility of the vendor.

The vendor supplying the equipment shall show satisfactory evidence, upon request, that a fully equipped service organization capable of furnishing adequate inspection and service to the system, including replacement parts, is maintained at all times. The vendor shall produce evidence that he/she has had a fully experienced and established service organization with at least five years of operational experience and proven satisfactory installations during that time.

Furnish and install only new equipment and materials required (less than one year from manufacturer), unused without blemish or defect.

All equipment of the same type shall be the product of one manufacturer.

Submit all items necessary to obtain all required permits and licenses to the appropriate Regulatory Agencies.

All work shall conform to the National Electric Code (NEC) and to the applicable National Fire Protection Association (NFPA) codes.

All work shall conform to all federal, state, and local ordinances.

Where applicable, all fixtures, equipment and materials shall be approved or listed by the following:

- Factory Mutual Laboratories (FM)
- Underwriters Laboratories (UL)
- National Electrical Manufacturers Association (NEMA)
- Include all items of labor and material required to comply with such standards and codes.
- All equipment cabinets and racks shall be labeled with an UL508A listing mark. This labeling must be provided by the Vendor at their assembly facility. No third party listings shall be considered.

XIV. QUALIFICATION PROCESS

Show that the principal members and key personnel to be assigned to the project shall each have a minimum of two years' experience in completing projects of equal scope, quality, type and, complexity.

The company shall have a minimum of five years' experience in the field of integrated security and communication systems under the same company name.

The successful vendor must have all employees and the employees of all sub-contractors who physically conduct work inside of any NRVJR facility submit to a cursory background check for the purposes of assuring they can work inside the secure area of the facility. NRVJR reserves the right to deny admittance to any person who does not successfully pass such background check.

The successful vendor must have all employees and the employees of all sub-contractors participate in training deemed appropriate by the NRVJR to maintain compliance with the Prison

Rape Elimination Act. (Training may range from as little as signing for an informational pamphlet to attending an hour of classroom instruction.)

The NRVJR reserves the right to contact any past project references of the submitting vendor even if the references are not listed as part of the proposal.

The evaluation of the prospective vendor will be based on the following qualifications:

- a history of the company that reflects the length of time the vendor has performed services similar to those required for this project
- financial statements, balance sheet, and income statement for the previous year.
- name, address, and telephone number of the organization's current Bonding company and level of bonding capacity
- evidence that the principal members and key personnel of the organization have a minimum of two years' experience each in successfully completing detention projects of equal scope, quality, type and complexity to that required herein. Include resume(s) of personnel in the employ of the organization that have at least two years' experience in the design, fabrication and installation of comparable systems
- must have a sufficient number of trained and manufacturer-certified technicians to provide routine and emergency repair services 24 hours per day, year round, for each product line provided as part of the security camera system replacement

Offeror shall supply a list of completed projects with references similar to proposed project.

- Description of systems included, along with a description of the level of integration
- Date of project initiation, date of anticipated completion, as well as, the date of final completion
- Contract value
- Owner contact and telephone number

List of all projects, within the last five years, in which the organization has been involved in litigation and the outcome of said litigation.

XV. PROCEDURE & EVALUATION OF CRITERIA

Once proposals are received, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the following factors:

- Knowledge of proposed equipment and services
- Additional benefits and services
- Proposed cost. NRVJR is not bound by the lowest proposal, although a factor, the acceptance or rejection of any Proposal is ultimately determined by what will be to the advantage of NRVJR.
- Vendor qualifications (based on Qualification Process)
- Completeness of submitted proposal
- Customer and reference satisfaction with equipment and services
- Presentation of goods and services available to complete the proposed project

Contract Terms

(FOR OFFEROR INFORMATIONAL PURPOSES)

1. TERMINATION OF AGREEMENT

The AUTHORITY reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving thirty (30) days notice to the firm in writing. In the event of termination, the firm providing goods or services pursuant to this procurement ("Firm") shall not be paid for any goods or service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Firm's work under this contract.

2. OWNERSHIP OF WORK PRODUCT

Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this agreement, whether or not completed, shall be vested in the AUTHORITY. Any reuse of these materials by the AUTHORITY for projects or purposes other than those which fall within the scope of this agreement or the project to which it relates, without written concurrence by the Firm will be at the sole risk of the AUTHORITY.

3. NONDISCRIMINATION

The Firm shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, religion, national origin, marital status or disability, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, religion, national origin, age or disability.

4. HOLD HARMLESS/INDEMNIFICATION

The Firm agrees to indemnify, defend, and hold harmless the AUTHORITY and its officers, agents, and employees, from any and all claims, demands, actions or

causes of action against the AUTHORITY or its officers, agents, or employees, alleging damage or injury arising out of the subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that the damage or injury is attributable to the sole negligence of the AUTHORITY or its officers, agents, or employees.

5. COMPLIANCE WITH LAWS

Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Firm providing goods or services to the AUTHORITY under this contract assures the AUTHORITY that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
4. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.

6. NO WAIVER

Any failure of the AUTHORITY to demand rigid adherence to one or more of this Agreement's provisions, on one or more occasions, shall not be construed as a waiver nor deprive the AUTHORITY of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

7. CHOICE OF LAW

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.

8. FORUM SELECTION

The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Contract. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of Pulaski County, Virginia or in the U.S. District Court, Western District of Virginia.

9. SEVERABILITY

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

10. NOTICES

All requests, notices, and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery, telegram, telex, telecopier or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the AUTHORITY shall be sent to:

Gregory Winston,
Superintendent
New River Valley Regional Jail
108 Baker Road
Dublin, Virginia 24084

11. CONTRACTUAL CLAIMS PROCEDURE

- A. Contractual claims by the Firm, whether for money or other relief, except for disputes exempted by law from the procedure set forth herein, shall be submitted to the AUTHORITY in writing no later than sixty (60) days after final payment. Any written notice of Firm's intention to file such a claim need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Firm files such written notice, Firm shall proceed with the work as directed.

- B. The Board of the Authority, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within ninety (90) days of final payment. Each such decision rendered shall be forwarded to the Firm by written notice.
- C. If the Firm disagrees with the decision of the Board of the Authority concerning any pending claim, the Firm shall promptly notify the AUTHORITY by written notice that the Firm is proceeding with the work under protest. Any claim not resolved, whether by failure of the Firm to accept the decision of the Board of the Authority or under a written notice of Firm's intention to file a claim or a detailed claim not acted upon by the governing body of the AUTHORITY, shall be specifically exempt by the Firm from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- D. The decision on contractual claims by the Board of the Authority shall be final and conclusive unless the Firm appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court, however, no legal action may be commenced by Firm concerning any such contractual claim prior to rendering of a decision by the governing body of the Authority, unless no decision has been rendered within ninety (90) days of final payment or submission of the claim, in which case Firm's claim shall be deemed denied.

12. FAITH BASED ORGANIZATIONS

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the AUTHORITY does not discriminate against faith-based organizations.

“Faith-based Organization” means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Firm is a faith-based organization, then Firm shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the AUTHORITY and a faith-based organization, you are

hereby notified as follows:

Neither the AUTHORITY's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the AUTHORITY Administrator.

13. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all Attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

REST OF PAGE LEFT BLANK INTENTIONALLY

ATTACHMENT A – SITE EVALUATION REGISTRATION FORM

This site evaluation registration Form must be completed and returned to the RFP contact specified in **Section II. FACILITY VISITS** on or before the date specified in the Schedule of Events. The Facility will provide an escort.

Provide the following information for the Vendor Representative(s) that will be attending the site evaluation which will be held on the date specified in the Schedule of Events.

Vendor Name:	<hr/>
Address:	<hr/>
	<hr/>
Main Contact Phone Number:	<hr/>
	<hr/>

Attendee Name:	<hr/>
Attendee Title:	<hr/>
Attendee Office Contact Number:	<hr/>
Attendee Mobile Contact Number:	<hr/>
Attendee Email Address:	<hr/>
	<hr/>

Attendee Name:	<hr/>
Attendee Title:	<hr/>
Attendee Office Contact Number:	<hr/>
Attendee Mobile Contact Number:	<hr/>
Attendee Email Address:	<hr/>
	<hr/>