



## Western Tidewater Regional Jail Procurement Requirements

When needed, Western Tidewater Regional Jail will issue either a Request for Proposal or an Invitation to Bid. A Request for Proposal or RFP is used when the item or service being sought cannot be defined in absolute terms, such as Food Service, and the winning response will be based on a number of different criteria possibly including, but not necessarily, price/cost, availability, reputation for work performed of the similar type as what is being bid, personnel, and other factors as deemed appropriate for this type of work. An Invitation to Bid or ITB will be used when the item or service is so well defined that price alone will be the determining factor like a BIC single blade disposable razor. Any agreement reached by the two parties will adhere to the following terms and conditions:

1. Requiring WTRJ to maintain any type of insurance either for WTRJ's benefit or for the contractor's benefit;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
4. Requiring WTRJ to indemnify or to hold harmless the Contractor for any act or omission;
5. Imposing interest charges contrary to that specified by the *Code of Virginia*, § 2.2-4347 through 2.2-4354, Prompt Payment;
6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by WTRJ if the contract is terminated before its ordinary period;
8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official WTRJ before the contract is considered in effect;
9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;

12. Permitting unilateral modification of this contract by the Contractor;
13. Binding WTRJ to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating WTRJ to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of WTRJ.
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of WTRJ.
17. The Contractor shall provide the WTRJ Finance Department written notice of its intention to terminate the contract, or not to renew the contract as specified in the contract upon agreement and signing by both parties. This contract may be terminated by the Jail, in whole or in part, whenever the Jail determines that such a termination is in its best interests. Any such termination shall become effective 30 days, or as specified in the signed contract, after notification stated in a written notice of termination mailed to the Contractor by certified mail or email to Contractor's representative. The notice of termination shall state to the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or on-hand at the Contractor's place of business that were specifically ordered for this contract with the associated invoices and services successfully completed prior to the termination date.
18. No Contract or Agreement will have an automatic renewal clause that renews the service for any more than 30 days at a time. There will be no clause that sets the contract or agreement to renew for a period longer than 30 days without express documented consent from WTRJ regardless of what may be present in any standardized Contract used by the Vendor

When responding to an RFP, the Vendor will supply written responses, number determined by WTRJ, with the response to the specifications and cost specifically identified in a separate section and placed as the **first section** in any response. Additional services that the vendor may offer, additions, or alternate plans or proposals will be clearly marked as the **second section**. The **third section** will specifically identify what in the proposal does not conform to the bidding requirements such as substitutions or modified services. Additional information such as company history, references, personnel that are proposed may be included but in section(s) after the actual official response. In addition, with the Master Copy of the Response, 2 electronic copies will be provided. The first will be the entire proposal and the second will have anything removed that the Vendor considers confidential. The second electronic copy will be used to respond to requests from other vendors for copies of the proposal and may be posted on our website. Responses will be evaluated by a committee of WTRJ employees and notes taken to document the decision process. WTRJ may decide at its discretion to select the top 2 or 3 proposals and invite the Vendors back to meet and give them an opportunity for a Best and Final Proposal which will include both the specified number of hard copies and the 2 types of electronic copies. The comments, proposer's information, and any additional information may be placed on our webpage after the process has been completed. Once a decision is made, a letter of acceptance of the proposal selected will be

transmitted to the winning organization. Any questions concerning this or any other segment of the Procurement process can be directed to the Director of Administration & Support.