

# WESTERN TIDEWATER REGIONAL JAIL



## APPENDIX 1 – CONTRACTUAL TERMS & CONDITIONS

CONTRACTOR NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Western Tidewater Regional Jail, hereby known as, WTRJ and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor, \_\_\_\_\_. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract.

The Contractor represents and warrants that it is a(n) // individual proprietorship // association // partnership // corporation // governmental agency or authority authorized to do in Virginia the business provided for in this contract. (Check the appropriate box.)

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Western Tidewater Regional Jail for all goods, services and other deliverables under this contract. Payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to Accounts Payable. The total cumulative liability of WTRJ, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the WTRJ.

The Contractor's form contract is, with the exceptions noted herein, acceptable to WTRJ. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by WTRJ, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following shall have any effect or be enforceable against WTRJ:

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, at least \_\_\_ days prior to the proposed termination or renewal date of the Contract. 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 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. Appendices 1, 2 and 3 will be duly executed and terms agreed to before any contract can begin. All Three documents will be signed by an authorized agent of the entity performing the work or providing the goods and included in the proposal when submitted.
19. All proposal submissions will at a minimum include 1 complete electronic copy of the proposal including all required appendices properly signed and executed, 1 redacted electronic copy of the proposal to be posted upon our website once the award has been granted, and at a minimum 1 printed copy of the full proposal. Additional printed copies may be required.
20. When first issued, the RFP will be posted on both eVA and [www.wtrj.org](http://www.wtrj.org) websites. The eVA RFP will reference interested parties to WTRJ's website for all required forms, specifications, addendums, response to all request for additional information or questions (FAQs), and revisions. Once proposals have been received and evaluated, the winning proposer will be notified either by email or telephone to start the contract process. Once both parties have agreed to proceed, a notice of award will be posted on our website along with electronic copies of all proposals submitted with confidential and proprietary information redacted (the redactions are the responsibility of the proposer per line 19).
21. Whether the proposer's contract or the Authority's contract is used, the proposer agrees that in the event of a discrepancy from the RFP or the proposal, the RFP takes precedence, the proposal succeeds the RFP and the contract succeeds both the RFP and the proposal unless a fully executed "deviations from RFP" form is agreed to by both parties. If the contract excludes any service or product that the RFP requires, the exclusion will be deemed null and void unless agreed upon before and properly documented by both parties. If the proposal is agreed upon, there can be no deviations from the proposal and the contract unless they are specifically documented and agreed upon in writing by both parties. If proper documentation is not executed, the requirements listed in the RFP supersede those of the proposal which supersedes those in the contract.

Any of the above provisions can be excluded at the discretion of WTRJ or the RFP Responder by crossing out the appropriate section and initialing the elimination by an authorized representative of WTRJ or the RFP Responder, however, this may eliminate the RFP response from consideration if deemed unacceptable by WTRJ. This contract consisting of this addendum and the attached Contractor's form

contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this addendum to be duly executed, intending thereby to be legally bound.

ACCEPTED

Western Tidewater Regional Jail

By: \_\_\_\_\_

By: \_\_\_\_\_

Proposer

Title \_\_\_\_\_

Title \_\_\_\_\_