



**ROCKBRIDGE REGIONAL JAIL
REQUEST FOR PROPOSAL
#2022-02-04**

Title: Engineering / Architectural Services for Community Based Corrections Plan, Site Assessment for Facility Design, Construction and Management Services

RFP Issue Date: Friday February 4, 2022

Sealed Proposals will be received at the following location subject to the Conditions cited herein until **2:00 P.M., Friday March 11, 2022** for securing Engineering/Architectural, Site Assessment, Design and Construction Management Services.

Where to submit Proposals: Derek Almarode
Rockbridge Area Regional Jail Superintendent
258 Greenhouse Road
Lexington, VA 24450
Email: dalmarode@rockbridgeregionaljailva.us

Copies of Request for Proposals may be obtained by contacting:

Mrs. Ashley Knox, Secretary
Rockbridge Area Regional Jail Commission
258 Greenhouse Road
Lexington, VA 24450
P: 540.463.1937
E: aknox@rockbridgeregionaljailva.us

Requests for specific information on the RFP and any facilities listed in the RFP should be directed to:

Derek Almarode, Superintendent
P: 540.463.1937
E: dalmarode@rockbridgeregionaljailva.us

In compliance with this Request for Proposal, and to all the conditions imposed herein, the undersigned offers and agrees to complete all requirements and conditions in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Company: _____

Address: _____

City, State, ZIP: _____

Official's Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

Contact Phone No: (____) _____

Date of Proposal: _____

CERTIFICATION PAGE - RETURN THIS PAGE WITH PROPOSAL

REQUEST FOR PROPOSAL
RFP #2022-02-04

Engineering / Architectural Services for Community Based Corrections Plan, Site Assessment for Facility Design, Construction and Management Services

1. PURPOSE:

This solicitation is issued by the Rockbridge Area Regional Jail Commission (RRJC) encompassing the County of Rockbridge, the City of Lexington and the City of Buena Vista and the Towns of Goshen and Glasgow and the Alleghany Regional Jail (ARJ), encompassing the County of Alleghany, the County of Bath, and the City of Covington. Collectively, the RRJC and ARJ are hereafter the “Partners”. The Partners desire to procure services, in a phased-approach to:

- Evaluate the current jail facilities of the Partners and projected future needs of both the RRJC and ARJ.
- Ascertain and recommend options which may be available to the Partners, either individually or collectively, to address current and projected jail housing/administration requirements and complementary service needs including Virginia State Magistrate, Virginia Department of Probation and Parole and, in the case of the RRJC, Blue Ridge Court Services offices.
- It is the goal of the Partners to find the most effective, efficient solution for long term local and regional incarceration needs for both Partners, whether the solution involves consolidated, separate and a hybrid model of operations.

2. BACKGROUND:

Rockbridge Regional Jail:

Located at 258 Greenhouse Road, Lexington, Virginia, the Rockbridge Regional Jail has operated at its current location since its original construction in 1987. With a 56 bed (single bunk) capacity, the facility currently serves the communities of Greater Rockbridge, City of Lexington and the City of Buena Vista (the “Localities”). The building also houses the Rockbridge County Sheriffs Office and Magistrates Office. Jail overpopulation and demand for additional services have created enormous facility strain on the existing jail and its daily operations. Operational maintenance, infrastructure stresses and insufficient space all have contributed to a need for the Rockbridge Area Regional Jail Commission to seek a comprehensive feasibility study for the jail in the immediate future. The RRJC commissioned a space needs assessment in 2007 which will be available for review.

Alleghany Regional Jail:

The Alleghany Regional Jail, serving Alleghany County, City of Covington and Bath County, was constructed in 2001, and has a rated capacity of 56. Currently the building’s operational capacity is 112. Similar to the RRJ, this facility struggles with a high population, leading to overcrowding and there is significant recidivism. The overcrowding impacts Alleghany’s facility adversely similar to the impacts Rockbridge Regional Jail faces.

3. SCOPE OF SERVICES:

Phase 1:

- 1) Services to perform a Community Based Corrections Plan in accordance with Virginia Board of Corrections Standard as per Virginia Code.
- 2) Services to perform an overall assessment of options for current and future (30-year projection) incarceration/support needs.
- 3) Services to provide a cost/benefit analysis of the following, or alternative (based on assessment) options for current and future (30-year projection) incarceration/support needs. The rated capacity of this facility or facilities should exceed our current operational capacity by 150% with single occupancy cells.
 - a. Individually: The Partners renovate, expand or construct new facilities to satisfy their needs independently.
 - b. Jointly: The Partners collaborate to renovate/expand existing facilities or construct new facilities to satisfy the needs with the following options:
 - i. Superregional facility: The Partners close/repurpose existing facilities and build a new facility to serve all needs.
 - ii. Quasi-regional Facility: The Partners renovate and/or expand existing facilities and build a new, ancillary facility, the combination of which would serve all needs.
 - iii. Provide preliminary governance recommendations for the two regional facilities (Rockbridge Area Regional Jail and Alleghany Regional Jail) to collaborate jointly.
- 4) Provide recommendations complimentary to construction to continue to assist in population management for the two regional facilities, i.e., alternatives to incarceration.
- 5) If new facilities are recommended (whether Individually or Jointly), provide options for siting within the greater Rockbridge/Alleghany region.

Phase 2:

- 1) Engineering and/or Architectural and Construction Management Services to perform a full (detailed) facility or facilities design for the selected option or options resulting from Phase 1

A contract will be awarded to a Proposer for engineering and/or architectural services and site assessment tasks (Phase 1). A contract MAY, at the sole discretion of the Partners, also be awarded to a Proposer for

design and construction management services (Phase 2). The Partners reserve the right to select multiple firms to complete the scope of work.

4. TERM:

The term of any contract derived from this solicitation shall be for, at a minimum, of one year from the execution date of such contract. The Commission Partners reserve the right to extend any contracts for additional terms up to a maximum of two extensions.

5. COSTS OF PROPOSAL PREPARATION:

Any costs incurred by the Proposers in preparing or submitting proposals are the Proposers' responsibility. The Commission Partners will not reimburse any Proposer for any costs incurred as a result of a response to this Request for Proposal.

6. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

6.1 RFP SUBMITTAL: Proposals must be submitted no later than 2:00 P.M., Friday March 11, 2022. Envelopes will be clearly marked as follows:

| | | |
|--|-----------------------|----------------|
| <u>RFP No 2022-02-04</u> | | |
| <u>Engineering/Architectural Services for Site Assessment, Design and Construction Management</u> | | |
| From: _____ | <u>March 11, 2022</u> | <u>2:00 PM</u> |
| Name of Consulting Firm | Proposal Due Date | Time Due |
| _____ Street or Box Number | | |
| _____ City, State, Zip Code | | |
| ATTN: <u>Derek Almarode, Superintendent</u> | | |

a. RFP Response:

In order to be considered for selection, Proposers must submit a complete response to this RFP. Two (2) hard copies identified as original, and an electronic version will be delivered to the Partners no later than the due date and time. The Proposer shall make no other distribution of the proposal.

b. Proposal Preparation:

The Partners intend responses to this Request for Proposals to be concise, informative, and inexpensive for the Proposer to prepare. Responses must be in the following format and contain the information requested:

i. Introduction:

In the introduction the Proposer is expected to introduce the firm to the Partners. This section should contain a brief history of the firm, its location, locations of any satellite offices, a broad statement of qualifications including experience of the firm in the categories for which the proposal is being submitted and any other information deemed desirable by the Proposer.

ii. Performance Personnel:

This section must provide a listing of the team of professional personnel that will be available to work on the project. This section must contain a detailed resume for each person that will be assigned to the project providing details of individual experience.

iii. Project Team Organization:

This section must define organization among the individuals stipulated as available in the preceding section. It is anticipated this section will highlight areas of individual and combined team specialized experience and will give the Partners selection committee an insight into the unique qualifications of the project team proposed by each Proposer so these qualifications can be best matched to the needs of Partners.

iv. Experience of firm relevant to the scope:

This section must provide an explanation of the approach and/or methodology to be used in achieving assigned tasks, and the firm's ability to provide the necessary resources to meet all project deadlines.

v. References:

This section must provide at least three references from municipal clients for which similar work has been performed. Additionally, the Proposer should highlight similar projects within Virginia and the outcomes achieved through Proposers' efforts.

7. EVALUATION:

Following the receipt of these proposals, a selection committee will review the proposals received and rate the proposals based on the qualifications and directly applicable experience of the firm and individuals making up the project team. The proposals will be evaluated based on the following criteria:

- a. Ability, capacity, skill, reputation and experience of the firm and assigned personnel in the areas of services required. (20 points)
- b. Experience of the firm and assigned personnel working together on similar projects in Virginia. (15 points)
- c. Ability to complete work in an efficient and cost saving manner. (10 points)
- d. Capacity to meet designated time schedules. (10 points)
- e. Overall strength of proposal showing an understanding of what efforts are required and how best to address those needs and objectives. (25 points)
- f. References pertaining to similar projects within the last five (5) years. (15 points)

- g. Any other relevant information offered or discovered during the evaluation process. (5 points)

8. AWARD:

- a. The Partners reserve the right to select multiple firms to support the scope of work in each category.
- b. The Partners may enter into negotiations based on proposals and follow-up information from the Proposers or their references without the requirement for interviews. If interviews are conducted, the interviewed firms will be ranked based on proposal content and the interview. The Partners will attempt to negotiate a contract with the firm ranked number 1. If a contract cannot be negotiated with the number 1 ranked firm, negotiations will be concluded with that firm and initiated with the next lower ranked firm. This procedure will be followed until a contract is negotiated.
- c. In the event a single firm is uniquely qualified, or clearly more highly qualified than other firms offering proposals for this service, the Partners may so state this fact, give a reasonable explanation for this decision and enter into negotiations with the uniquely qualified firm.
- d. The Partners reserve the right to reject any and all proposals and to waive any informality or technical defects if, in its judgment, the best interests of the Partners will be served as specified in Section §2.2-4319 of the VPPA.
- e. The Partners will provide public notice announcing its decision to award by posting the Notice of Intent to Award on the Rockbridge Regional Jail website, and by e-mail or mailing the notice to all Proposers submitting a proposal.

9. GENERAL TERMS AND CONDITIONS:

- a. **PRECEDENCE OF TERMS:**
In the event there is a conflict between the general terms and conditions and any special terms and conditions which may be included in this solicitation for use in a particular procurement, the special terms and conditions shall apply.
- b. **CLARIFICATION OF TERMS:**
If any prospective Proposer has questions about the specifications or other solicitation documents, the prospective Proposer should contact, Derek Almarode, Superintendent, Phone: (540) 463-1937, or by email dalmarode@rockbridgeregionaljailva.us for clarifications relative to this proposal no later than fourteen (14) business days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the Commission Partners no later than seven (7) business days prior to the opening date. Addenda, if any, will be made part of this Request for Proposals and posted on the Rockbridge Regional Jail website - rockbridgeregionaljailvirginia.com.
- c. **QUALIFICATIONS OF PROPOSERS:**
The Partners may make such reasonable investigations as deemed proper and necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish to Partners all such information and data for this purpose, as may be requested. The Partners

reserve the right to inspect Proposers' physical facilities prior to award to satisfy questions regarding the Proposers' capabilities. The Partners further reserve the right to reject any proposal if the evidence submitted by, or investigations of, such Proposer fails to satisfy the Partners that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein. Minimum qualifications shall include:

The Lead designer shall have at least 10 years of progressively responsible experience in site planning/design, site engineering, business facility planning and construction, and operations support. Proposers shall possess required engineering licenses/certifications or employ properly licensed/certified staff required in the Commonwealth of Virginia to provide services for the possible scope.

d. **ASSIGNMENT OF CONTRACT:**

A contract shall not be assignable by the Proposer in whole or in part without the written consent of the Partners.

e. **ETHICS IN PUBLIC CONTRACTING:**

By submitting their Proposals, all Proposers certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer or subcontractor in connection with their Proposal as set forth in section §2.2-4367 and §2.2-4377 of the Virginia Public Procurement Act.

f. **PUBLIC INSPECTION OF PROCUREMENT RECORDS:**

Proposals submitted shall be subject to public inspection only in accordance with section §2.2-4342 of the Virginia Public Procurement Act.

g. **ANTI-DISCRIMINATION:**

By submitting their proposals, all Proposers certify to the Partners that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section § 2.2-4311 of the Virginia Public Procurement Act and that during the performance of this contract, the Proposer agrees as follows:

- i. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except when there is bona fide occupational qualification reasonably necessary to the normal operation of the Proposer. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- ii. Notices, advertisements and solicitations placed by or on behalf of the Proposer will state that such contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- iii. The Proposer will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

h. NONDISCRIMINATION AGAINST FAITH-BASED ORGANIZATION:

In accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, the Partners will not discriminate against faith-based organizations. The Proposer also agrees to abide by § 2.2-4343.1 of the Virginia Public Procurement Act.

i. MINORITY AND WOMEN-OWNED BUSINESSES:

- i. The Partners actively solicit both minority and women-owned businesses to respond to all Invitations for Bids and Requests for Proposals.
- ii. Disadvantaged Business Enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the Proposer enter into pursuant to this contract. The Proposer will use best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

j. DRUG-FREE WORKPLACE:

During the performance of this contract, the Proposer agrees to (i) provide a drug-free workplace for the Proposer'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 Proposer's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Proposer that the Proposer 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 vendor.

k. COOPERATIVE PROCUREMENT

- i. This procurement is being conducted on behalf of the Partners in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.
- ii. For the non-professional services, if approved by the Proposer, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Proposer shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of Proposer's bid/proposal.
- iii. With the approval of the Proposer, any public body using the resultant contract has the option of executing a separate contract with the Proposer to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.

- iv. The Partners, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Proposer and any other public bodies, and in no event shall the Partners, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of the Partners contract. If, when preparing such a contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to the Proposer, the Proposer may withdraw its consent to extension of the contract to that particular public body.
- v. The Partners assume no responsibility for any notification of the availability of the contract for use by other public bodies, but the Proposer may carry out such notification.

1. **INDEMNIFICATION:**

Proposer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Partners, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Proposer's willful misconduct or negligent performance of professional services under any agreement and that of its sub-consultants or anyone for whom Proposer is legally liable. Proposer shall not be obligated to indemnify the Partners in any manner whatsoever for the Partners' own negligence, or willful misconduct.

10. SPECIAL CONDITIONS:

a. **OWNERSHIP OF MATERIAL:**

Ownership of all data, material and documentation originated and prepared for the Partners pursuant to the RFP shall belong exclusively to the Partners and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Proposer must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The classification of an entire proposal as proprietary is not acceptable and will be rejected.

b. **CANCELLATION OF CONTRACT:**

The Partners reserve the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Proposer.

c. **INSURANCE COVERAGE:**

The Proposer shall, prior to beginning the services specified in this Agreement, file with the Partners certificates of insurance evidencing insurance coverages of the type and amounts stated below. Coverage shall be through insurance companies authorized to do business under the laws of the Commonwealth of Virginia. Proposer shall give the Partners thirty (30) days prior written notice of any non-renewal or cancellation of coverage. All Subconsultants and subcontractors shall be required to include the Partners as additional insured on their General Liability insurance policies.

INSURANCE REQUIREMENTS CHECKLIST

| <u>Required</u> | <u>Limits</u> <u>Coverage Required</u> | <u>(figures denote minimums)</u> |
|-----------------|---|---|
| <u>X</u> | 1. Worker's Compensation and Employers' Liability; Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent | 1. Statutory Limits of the Commonwealth of VA \$100,000/\$500,000/\$100,000 Statutory Statutory |
| <u>X</u> | 2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent | 2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 per Occurrence |
| <u>X</u> | 3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent | 3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage) |
| <u>X</u> | 4. Professional Liability General Aggregate Best's Guide Rating-A-VIII or better | 4. \$1,000,000 Each Claim \$5,000,000 |
| <u>X</u> | 5. Those individual entities, who together, are noted as the Partners, shall be named as an additional insured on Auto and General Liability Policies (this coverage is primary to all other coverage the Partners may possess and must be shown on the certificate). | |
| <u>X</u> | 6. 30 day written cancellation notice required, in the event of non-payment, to the Partners – Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice. | |
| <u>X</u> | 7. The Certificate must state RFP #2021-07-01 and RFP Title: Engineering/Architectural Services for Site Assessment, Design and Construction Management. | |
| <u>X</u> | 8. Proposer shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the Agreement. | |

d. **LIMITATION OF LIABILITY:**

The Proposer shall carry professional liability insurance covering negligent acts, errors, and omissions in an amount not less than 5% of the estimated cost of construction of all the Partners projects designed by the Proposer which are currently under construction, but in no event shall the aggregate amount of professional liability insurance be less than \$1,000,000.

- e. **OBLIGATION OF PROPOSER:**
By submitting a proposal, the Proposer covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- f. **UNAUTHORIZED ALIENS:**
In accordance with § 2.2-4311.1 of the Virginia Public Procurement Act, compliance with federal, state, and local laws and federal immigration law; requires that the Proposer does not, and shall not during the performance of this contract for goods in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- g. **APPLICABLE LAW AND COURTS:**
This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Rockbridge County, Virginia, as provided under Virginia law. In performing the Work under the Contract, the Proposer shall comply with applicable Federal, State, and Local laws and regulations.
- h. **DEBARMENT STATUS:**
By submitting its proposal, the Proposer certifies it is not currently debarred from submitting proposals or bids on contracts by any agency of the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.
- i. **REGISTRATION OF BUSINESS ENTITY:**
Any Proposer organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be registered with and be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
- j. **REQUIREMENT TO PROVIDE SCC IDENTIFICATION NUMBER:**
Any Proposer organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 must include in its proposal the identification number issued to it by the State Corporation Commission. Any Proposer 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 proposal a statement describing why the Proposer is not required to be so authorized.
- i. Any Proposer described in section **10.j** that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of

General Services of the Commonwealth of Virginia or their designee or by the chief executive of a local governing body.

- ii. Any business entity described in section **10.j** that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse. If so required, its certificate of ownership or registration to transact business in the Commonwealth, under Title 13.1 or Title 50, shall not to be revoked or cancelled at any time during the term of the contract.
- iii. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

APPROVED