



CITY OF PETERSBURG, VIRGINIA
REQUEST FOR PROPOSAL
#P13-0017

PROJECT TITLE: Jail Feasibility Study

ISSUE DATE: December 28, 2012

PERIOD OF CONTRACT: The contract shall commence on the Commencement Date set forth in the contract for the Jail Feasibility Study and shall expire one year later, unless terminated earlier in accordance with the provisions of this Contract.

RENEWAL: The City, at its sole option may renew this Contract for up to one (1) one-year renewal term by furnishing the Contractor with written notice of its decision to renew at least 60 calendar days before the expiration of the then-current term.

PRE-PROPOSAL CONFERENCE: **Optional, Tuesday, January 16, 2013 at 10:00 a.m., at The Petersburg Sheriff Office, 8 Courthouse Avenue, Petersburg VA 23803.**

QUESTIONS:

Questions must be submitted in writing to the Purchasing Office no fewer than seven (7) working days prior to the specified closing date. An electronic message may be submitted to purchasing@petersburg-va.org. If necessary, an addendum will be issued and posted on the City website at www.petersburg-va.org/purchasing. It is the responsibility of the offeror to download any addenda.

SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:30 P.M. prevailing local time January 28, 2013 in the Purchasing Office, City Hall Annex, 103 West Tabb Street, Petersburg VA 23803.

If you are an individual with a disability and require a reasonable accommodation, please notify: Purchasing Office at (804) 733-2345 or TDD (804) 733-8003 three (3) working days prior to need. Proposal packages are available in the Purchasing Office or from the City's website at www.petersburg-va.org.

Tangela Innis

Tangela Innis, CPPB, MBA, VCO, VCA
Purchasing Agent

TABLE OF CONTENTS FOR RFP # 13-0017

	PAGE
I. <u>PURPOSE</u>	3
II. <u>BACKGROUND</u>	3
III. <u>SCOPE OF WORK</u>	4
IV. <u>PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS</u>	5
V. <u>EVALUATION AND AWARD CRITERIA</u>	7
VI. <u>PRE-PROPOSAL CONFERENCE</u>	9
VII. <u>GENERAL TERMS AND CONDITIONS</u>	9
VIII. <u>SPECIAL TERMS AND CONDITIONS</u>	18
IX. <u>EXHIBIT A – PROPOSAL SIGNATURE SHEET</u>	21
X. <u>EXHIBIT B – OFFEROR DATA SHEET</u>	22
XI. <u>EXHIBIT C – JAIL AND JUSTICE SYSTEM ASSESSMENT REPORT</u>	DOCUMENT ATTACHED

REQUEST FOR PROPOSAL #13-0017
Jail Feasibility Study

I. Purpose

The purpose of this Request for Proposal is to solicit sealed proposals from qualified consulting firms to establish a contract through competitive negotiations for a Jail Feasibility Study.

The City of Petersburg's Sheriff's Office is seeking proposals from qualified consulting firms who possess knowledge, skills and experience in local and regional government and jail planning. The consulting firm will be required to provide and analyze a comprehensive feasibility study of the City of Petersburg's Jail, in response to the National Institute of Correction's (NIC) City of Petersburg Jail and Justice System Assessment Report recommendations.

The NIC's consultant report recommended this study to develop a comprehensive criminal justice strategy for the City of Petersburg that would evaluate Petersburg's current criminal justice policies and devise a plan to implement identified modifications or revision to those policies. The consultant also included a recommendation for Petersburg to develop a comprehensive system wide master plan to improve and enhance operation and strengthen programs and services to all of its constituents. This strategy is required so that Petersburg can meet the challenges of operating a safe, secure, responsive, efficient, and humane criminal justice system. (A copy of the NIC consultant report is attached to this document as Exhibit C)

II. Background.

The Petersburg City Jail was built in 1968 and Jail Annex was constructed in 1972. The facilities have both been in consistent use since they were built. The City Jail houses adjudicated and pre-sentenced inmates. The Jail Annex houses the Work Release, Community Work Detail, Modified Therapeutic Community, and Puppy Programs.

The cost for the care and maintenance of these structures is extensive. Given the age of the buildings, ongoing repairs and maintenance is expected. Neither facility is air conditioned, so the working conditions for the staff is less than ideal. The inmates housed in the facilities during the hot summer months often complain of the living conditions, and it is a constant struggle to make the living and working conditions palatable for everyone during both the summer and winter months.

There is limited space in the City Jail to address the medical, educational, vocational training, and programmatic needs of the offenders housed within the facility. Since we are utilizing every conceivable area of space in the jail we are unable to separate inmates based on security risk and programmatic or educational needs. There is limited storage space for inmate property as well as equipment and machinery.

The Petersburg City Jail has a current population of one hundred, eighty-nine (189) inmates, which varies on a daily basis. Our average daily population is two hundred twenty three (223) inmates and our operational capacity is two hundred sixty-three (263) inmates. The Petersburg City Jail Annex has a current population of twenty six (26) and maintains an average daily population of twenty six (26) inmates.

It is crucial to conduct a needs assessment to determine the feasibility of building a new jail facility for the City of Petersburg. The assessment should be a comprehensive jail feasibility study that assesses the requirements and issues of the City of Petersburg's overall justice system including law enforcement, courts, prosecution, corrections, probation, and alternative programs.

III. Scope of Work.

The contractor shall furnish all labor and resources necessary to provide an assessment to determine the feasibility of combining of the Petersburg City Jail and Jail Annex into one facility to meet the needs of our inmate population. The awarded contractor/consultant must meet the below minimum requirements and shall perform and carry out in a satisfactory and professional manner, the following but not be limited to:

- A. Full and complete evaluation of the current jails.
- B. Identify the projected inmate population increases/decreases for both facilities.
- C. Recommendations of possible options for Petersburg City Jail and Jail Annex to consider for future growth at 5, 10, 15, 20, and 25 years.
- D. Other issues to be determined and negotiated with the successful consultant.

An examination of the factors that drive detention and correctional bed space should be the primary focus of the study. It should also analyze the trends within the city's criminal justice system. It should identify historical patterns in the crime and arrest rates, jail admissions, and inmate average length of stays to determine the impact of those trends on the size and type of inmate population that the jail serves.

The City wish to profile the inmate population to establish their criminal, adjudication, behavioral, social, and demographic characteristics so that a facility can be built that addresses the needs identified. The consultant report should examine the current jail capacity while consulting with City of Petersburg Criminal Justice Management Team to recommend changes in current and a projection of future jail bed needs.

The consultant shall review and communicate with team members and Sheriff's Office command staff members on recommended modifications to the current criminal justice system and options and considerations that will impact bed space requirements in the future.

The Consultant will be expected to meet individually with various representatives to include the City Manager, Sheriff, and Council Members from the City of Petersburg to identify issues unique to their respective agency or jurisdictions that should be examined and discussed in the decision making process. The finalized recommendations should incorporate guidance about our various options and the considerations required to make an informed decision regarding the necessity to build.

IV. Proposal Preparation and Submission Instructions

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original, marked "Original," six (6) copies, and one copy on CD of their proposal must be submitted to the Purchasing Office. No other distribution of the proposal shall be made by the offeror. The Purchasing Office will neither accept oral proposals, nor accept proposals received by telephone, FAX, or electronically.

All proposals must be sealed and labeled on the outside of an opaque envelope or package to show the following:

- a. Title of Proposal
- b. Name of Offeror
- c. Address of Offeror
- d. RFP Number
- e. Receipt and Closing Date

Responses received after the due date and time will be returned to the offeror unopened. Proposals shall be open to public inspection only after award of the contract. The time proposals are received shall be determined with reference to the Purchasing Office Official Clock. Offerors are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated. In the event the City offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-proposal conference and/or the advertised proposal receipt date, the conference and/or receipt date will default to the next open business day at the same time and location.

2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. The Purchasing Office may reject proposals, which are substantially incomplete or lack key information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that

does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

g. As this RFP concerns professional services, offerors are not to furnish estimates of man-hours or cost for services in their proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Purchasing Office will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following:

1. Return the RFP Proposal Signature Sheet (attached as Exhibit A) and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet (attached as Exhibit B) and other specific items or data requested in the RFP.
3. Statement of the Scope - State in concise terms, your understanding of the scope of work presented by the RFP.
4. Qualification Statement - Include a narrative description of the proposed offer and a list of services that will be rendered by your Firm. This section should include resumes of only key staff members of proposed team. It should specifically state the employees assigned to this task. Experience and qualifications of proposer's personnel, including a list of specific personnel who will be committed to this work and their respective qualifications as well the personnel's current workload commitments.
5. Project Approach - Describe in narrative form your proposal for the Jail Feasibility Study project. Offerors are strongly encouraged to include project deliverables and milestones. This section should also include the offerors proposed project schedule or timeline from beginning to completion.
6. References - Provide a list of projects of a similar nature that are either current or have been completed. Provide references for all listed projects.
7. Sample Contract - Please furnish any sample contract the proposer expects the City to execute.

V. Evaluation and Award Criteria

A. Evaluation Criteria

1. Experience 20 Pts.

This criterion considers (i) the offeror's documented past performance on any government contracts with an emphasis on Jail Feasibility Studies, (ii) the results of reference checks and (iii) the offeror's experience in providing the services solicited by this Request for Proposals as set forth in the offeror's proposal and (iv) experience with the National Institute of Corrections.

2. Qualifications.....20 Pts.

This criterion considers the qualifications of the Offeror's personnel whom the Offeror proposes to assign to provide the services solicited by this Request for Proposals as well as the offerors qualifications as a planning firm.

3. Technical Capability/Project Approach 25 Pts.

This criterion considers, (i) the offeror's proposed project schedule-timeline from beginning to project completion (ii) the offeror's capacity to provide high quality services as outlined in section III of the statement of work to include the Offerors current commitments (iii) and the Offerors proposed transition plan (iv) the offerors approach to accomplishing the task as requested in this request for proposals.

4. Compliance with Requirements 15 Pts.

This criterion considers the extent of the offeror's compliance and willingness to comply with all of the terms, conditions and other requirements of the Request for Proposals and resulting contract.

5. Cost 20 Pts.

This criterion considers the price of the services solicited by this Request for Proposals. Offerors will be evaluated on their pricing scheme as well as on their price in comparison to other Offerors.

Total100 pts.

B. Award Criteria

The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable based on initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the City may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the City shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The City reserves the right to make multiple awards as a result of this solicitation. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

In negotiations regarding the terms of the contract, the City has no legal authority to indemnify the offeror. Firms submitting proposals agree that they will not ask the City to indemnify them in any resulting contract.

VI. Pre-proposal Conference

The **Optional** pre-proposal conference will be held on Tuesday, January 15, 2013 at 10:00 a.m. at The Petersburg Sheriff Office, 8 Courthouse Avenue, Petersburg, VA. 23803. Offerors who are interested in submitting a proposal are encouraged to attend this conference.

The registration (sign-in) will start at 10:00 am. Please bring and leave business cards. The purpose of the Pre-Proposal Conference is for the vendors to have a clear understanding of the specifications/scope of work for this solicitation and to address all Offeror questions regarding the facility, the services, and the proposal process. The Pre-Proposal Conference will consist of much prolonged discussion. However, all offeror questions to be acknowledged by the City must be submitted in writing to the Purchasing Office. All written questions will be answered and published, added to the proposal document by way of addendum. Any multiple questions will be included and answered only once.

VII. General Terms and Conditions

A. Definitions:

1. Acceptance: Acceptance shall mean approval of contractor's invoice for services by the Purchasing Agent's Technical Representative.
2. City: The City of Petersburg, its authorized representatives and employees.
3. Contract: The signed Contract, stating the Scope of the Contract wherein the Contractor shall provide the services to the City as set forth in the Contract Documents.
4. Contract Documents:
 - (a) The signed Contract;
 - (b) This Request for Proposals;
 - (c) Any Addenda issued;
 - (d) The Proposal;
 - (e) The Negotiated Scope of Services to include the Cost Agreement; and
 - (f) Modifications and/or Change Orders issued subsequent to the execution of the Contract.
5. Contractor: The individual, firm or organization which contracts with the City to perform the Work. As employed herein, the term "contractor" may refer to an individual, an organization, or to the contractor's authorized representative.

6. Contract Sum: The total amount payable to the contractor for performance of the Work. The Contract Sum is stated in the Proposal and shall include any adjustments granted by amendment.
7. Final Payment: The payment of the balance of the Contract Sum, following the Acceptance of all Services delivered pursuant to this Contract.
8. Notice: As defined in Section IX. paragraph F.
9. Purchasing Agent: The City of Petersburg Purchasing Agent, or his designated representative, who shall serve as the City's contracting officer.
10. Purchasing Agent's Technical Representative: The City official who serves as the Purchasing Agent's technical representative for purposes of administering the Contract.
11. Time(s) for Performance: The date(s) on which Services are required to be provided, in accordance with the Contract Documents.
12. Work: The Services required to be delivered by the Contractor pursuant to this Contract.

B. The City:

1. Authority of the Purchasing Agent: The Purchasing Agent shall be the contracting officer for the City, who is authorized to execute this Contract and any Change Orders issued pursuant to Section P. No Notice to the City shall be effective unless a copy is delivered to the Purchasing Agent in accordance with the terms of the Contract.
2. Authority of the Purchasing Agent's Technical Representative: the Finance Department, or its designated representative, who shall be referred to in the Contract Documents as "the Purchasing Agent's Technical Representative", shall administer The Contract.
3. Additional City Representatives: The Purchasing Agent's Technical Representative may designate one or more additional representatives to coordinate with the Contractor or to inspect the Work performed by the Contractor.

C. The Contractor:

1. Licensure: To the extent required by the Commonwealth of Virginia or the City of Petersburg, the Contractor shall be duly licensed to perform the Services required to be delivered pursuant to this Contract.
2. Key Persons: If any "Key Persons" are identified in the Proposal, those Key Persons shall be directly involved in the performance of Contractor's Work hereunder. No Key Person shall be changed without the written consent of City unless such Key Person becomes unavailable to perform his or her duties because of death, disability or termination of employment; provided however, that a Key Person shall be removed at City's request. If a Key Person is no longer capable of performing in the capacity described in the Proposal, or is removed by the City, the City and the Contractor shall agree on a mutually acceptable substitute.

D. Terms for Performance:

1. The Work: The Services required to be delivered pursuant to this Contract shall be in strict accordance with the Specifications included as part of the Contract Documents. All persons performing Services pursuant to the Contract shall be duly qualified to perform those Services and shall hold any licenses required by law for persons performing such Services.
2. Time for Performance: Time is of the essence of this Contract. The Contractor shall perform all Services at the time(s) and in the manner(s) specified in the Contract Documents.

E. Applicable Laws 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 only in the courts of the City of Petersburg. The City and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia of 1950*, as amended, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

F. Anti-Discrimination: By submitting their proposals, offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to 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 City. (*Code of Virginia of 1950*, as amended, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor 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 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.
 - b. 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.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- G. Ethics in Public Contracting: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- H. Immigration Reform and Control Act of 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- I. Debarment Status: By submitting their proposals, offerors certify that they are not currently debarred by the City from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- J. Antitrust: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the City under said contract.
- K. Clarification of Terms: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the Purchasing Agent no later than seven (7) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent. Each offeror shall be responsible for determining that all addenda issued by the Purchasing Office have been received before submitting a proposal.
- L. Payment:
- 1. Payment for Services: The contractor shall submit its invoice for the services performed during the previous month. The invoice shall bill for the services at the fixed monthly rate specified in the Contract Documents or shall detail those services provided and bill at the rates specified in the Contract Documents. The Purchasing Agent's Technical Representative shall verify that the services have been performed in

accordance with the Contract Documents and, if appropriate, will approve the invoice and initiate the process for payment.

2. Progress Payments: If authorized by the terms of the Contract, the contract may submit requests for progress payments at such times or upon the occurrence of such events as the Contract Documents may provide. Upon submission of the request for progress payment, the Purchasing Agent's Technical Representative shall verify the Consultant's entitlement thereto and, if appropriate, shall approve the invoice and initiate the process for payment.
3. The contractor shall submit original invoices to the Purchasing Agent's Technical Representative which clearly describe and itemize the services provided. In addition, invoices shall contain, at a minimum, the following information:
 - (a) The date of the Contract;
 - (b) The Contract Number;
 - (c) The total cost for these itemized services.

The City reserves the right to determine whether the invoice is clear and properly itemized. However, if abbreviations or jargon are used on the invoice, the contractor shall provide a key printed directly on the invoice to explain the abbreviation or jargon.

4. Payment of Subcontractors: The Contractor agrees to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the City for work performed by a subcontractor under this contract:
 - (a) Pay the subcontractor for the proportionate share of the total payment received by the Contractor attributable to the work performed by the subcontractor under this contract; or
 - (b) Notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment for work performed by the subcontractor under this contract, except for amounts withheld as allowed in (B) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the City, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tiered subcontractor.

- M. Precedence of Terms: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS,

ANTITRUST, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- N. Qualifications of Offerors: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
- O. Assignment of Contract: The contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
- P. Changes to the Contract: Changes can be made to the contract by mutual agreement in writing to modify the scope of the contract ("Modification"), or unilaterally by the Purchasing Agent directing the Contractor to make changes ("Change Order"). An 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.
- Q. Insurance:

1. The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the Contractor's activities, whether such be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. Insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective work. All insurance coverages will be provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in Virginia. The Contractor shall furnish as a minimum the hereinafter coverages and limits, and on forms and of companies which are acceptable to the City Attorney and/or Risk Management, and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

a. Workers' Compensation - Statutory requirements and benefits, irregardless of being subject to Title 65.2 of the *Code of Virginia of 1950* (Workers' Compensation). Coverage shall include an "all states" endorsement and shall be provided for any proprietor, partner, executive officer, or member.

b. Employers' Liability - \$100,000 bodily injury by accident each accident
\$100,000 bodily injury by disease each employee
\$500,000 bodily injury by disease policy limit

c. Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage,

personal injury and advertising injury, products and completed operations coverage, as well as contractual liability coverage. The City of Petersburg must be named as an additional insured and so endorsed on the policy.

d. Commercial Automobile Liability - \$1,000,000 combined single limit each accident. Automobile Liability is to cover "any auto".

2. Instructions Regarding Insurance Certificates: The Contractor and his insurance company should carefully review the insurance requirements applicable to this contract. All requirements must be met before the City will execute the contract. In particular, we would call your attention to the following:

a. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies, as applicable, name the "City of Petersburg" as an additional insured. Many Certificates have a space headed "Description" where the language may be inserted as follows: the "City of Petersburg is additional insured" *or that* the "City of Petersburg is additional insured with respects to General Liability; and/or Umbrella Liability policies".

b. The Certificate Holder should be listed as:

The City of Petersburg
c/o Purchasing Office
103 West Tabb Street
Petersburg VA 23803
Contract No. _____

c. The Contractor will provide an original, signed Certificate of Insurance, and such endorsements as prescribed herein.

3. Additional Insurance Requirements: Any additional specific insurance coverages to be provided by the Contractor are stated in the Supplementary General Conditions.

R. 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 vendor.

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.

- S. Nondiscrimination to Contractors: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, 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 City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the City shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- T. Availability of Funds: It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- U. Small Business, and Minority-, Women-, and Service Disabled Veteran-Owned Business:
The City of Petersburg actively solicits small, and minority-, women-, and service disabled veteran-owned businesses to respond to all Invitations for Bids and Requests for Proposals, and if not already on the City's Bidder's Mailing List, you may request application for inclusion on the list. Please contact the Purchasing Office at (804) 733-2345 and request an application, or download one from the City's website www.petersburg-va.org.
- V. No Discrimination Against Faith-Based Organizations: The City of Petersburg does not discriminate against faith-based organizations as that term is defined in § 2.2-4343.1 of the *Code of Virginia of 1950*, as amended.
- W. Taxes:
1. The Contractor shall pay all city, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the City and the Contractor, as the taxes shall be an obligation of the Contractor and not of the City, and the City shall be held harmless for same by the Contractor.

2. The City is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.
- X. Mandatory Use of City Forms and Terms and Conditions: Failure to submit a proposal on the official city forms provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City has the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

Y. Bankruptcy: If contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the contractor's insolvency, then the City may without prejudice to any other right or remedy, and after giving the contractor seven (7) calendar days written notice, terminate this contract and procure such goods or services from other sources. In such event, contractor shall be liable to the City for any additional cost occasioned by such failure or other default. In such cases, contractor shall not be entitled to receive any further payment. If the expense of finishing the contract requirements, 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 City.

Z. SCC Identification Number: Each bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 (Corporations) or Title 50 (Partnerships) of the *Code of Virginia of 1950*, as amended, shall include in its bid or proposal the identification number issued to it by the Virginia 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 authorized by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

AA. Entire Agreement: The Contract Documents constitute the entire agreement among the parties pertaining to the Work and supersede all prior and contemporaneous agreements and understandings of the parties in connection therewith.

BB. Royalties and Patents: The Contract Sum includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process to be performed under this Contract, and shall indemnify the City, its officers, agents, authorized representatives, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the Work.

CC. Severability: Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason hereafter be declared invalid.

DD. Survival: Any provision of this Contract which contemplates performance subsequent to any termination or expiration of this Contract, including, without limitation, the provisions of Record Retention, Audit and Price Adjustment (VIII. A), and Indemnification (VIII. B) shall survive any termination or expiration of this Contract and shall remain in full force and effect according to their terms.

EE. Non-Waiver: The failure of Contractor or the City to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.

FF. Headings: Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Contract are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

VIII. Special Terms and Conditions

A. Record Retention and Audit:

Audit: All records, reports and documents relating to this Contract shall be maintained by engineer for a period of five (5) years following Final Payment (the "Audit Period"). Such records, reports and documents shall be subject to review and audit by City and the City's consultants or auditors at mutually convenient times.

B. Indemnification: The contractor hereby assumes all liability for and agrees to indemnify and hold harmless and defend the City and Sheriff, its officers, authorized representatives and employees against any and all claims, losses, costs, damages, penalties, liabilities and fees (including reasonable attorneys' fees) and expenses resulting from any material breach of the representations, warranties and covenants of the contractor contained in the Contract Documents or from any injuries to persons or property caused by the negligence or alleged negligence of the contractor or its subconsultants, employees, or authorized representatives, or in any other manner arising out of the performance of this Contract..

C. Right to Cancel or Reject: The City reserves the right to cancel this RFP and/or reject any or all proposals, to waive any informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City, determined to be in the best interest of the City.

D. Proposer Expenses: The City will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal.

E. Assignment / Subcontracting: The services furnished by the Engineer shall be neither assigned nor subcontracted without prior written consent by the City.

F. Notice:

1. Written Notice: All Notices required by the terms of this Contract shall be in writing. For purposes of this Paragraph, "writing" shall include facsimile transmissions and electronic mail, provided that reasonable care is used to ensure that the Notice is received by its intended recipient.

2. Notice to Engineer: Written Notice may be served on the Engineer by mail, courier, facsimile transmission or electronic mail to the Engineer's business address as stated in the Proposal cover sheet.

3. Notice to City: Written Notice may be served on the City by mail, courier, facsimile transmission or electronic mail to the Purchasing Agent's Technical Representative, with a copy to the Purchasing Agent.

G. Termination or Suspension:

1. Termination for Convenience: The City shall have the right to terminate this Contract at its own convenience for any reason by giving thirty (30) days prior written Notice of termination to the Engineer. Each subcontract shall contain a similar termination provision for the benefit of the Engineer and the City. The City shall have the right to employ an independent accounting firm to verify any amounts claimed by the Engineer to be due under this Paragraph. The City shall have the right of audit (and Engineer shall have the obligations) stated in Section A, above, insofar as they pertain to amounts claimed to be due hereunder.
2. Termination for Default: The City of Petersburg may, by written Notice to the Engineer, terminate the whole or any part of the Contract in any one of the following circumstances:
 - (a) If the Engineer fails to perform the Services as specified in this Contract, and does not cure such failure within a period of ten (10) days after receipt of Notice from the Purchasing Agent or his designee;
 - (b) If the Engineer fails to perform any of the other provisions of this Contract, and does not cure such failure within a period of ten (10) days after receipt of Notice from the Purchasing Agent or his designee; or
 - (c) Without further notice, if the Engineer defaults in the performance of its duties pursuant to subsections (a) and/or (b) above more than twice within any consecutive twelve (12) month period, whether or not the Engineer subsequently cures such earlier defaults.
3. Non-Appropriation of Funds: This Contract is conditioned upon an appropriation made by the City Council of the City of Petersburg of funds sufficient to pay the compensation due the Engineer under this Contract. If such an appropriation is not made in any fiscal year, and the City lacks funds from other sources to pay the compensation due under this Contract, the City will be entitled, at the beginning of or during such fiscal year, to terminate this Contract. In that event, the City will not be obligated to make any payments under this Contract beyond the amount properly appropriated for Contract payments in the immediately prior fiscal year. The City will provide the Engineer written Notice of Termination of this Contract due to the non-appropriation of funds at least fifteen (15) calendar days before the effective date of the termination. However, the City's failure to provide such Notice will not extend this Contract into a fiscal year in which funds for Contract payments have not been appropriated.
4. Force Majeure: Except for defaults of subconsultants at any tier, the Engineer shall not be liable for any excess costs of failure to perform if the failure to perform this Contract arises from causes beyond the control and without the fault or negligence

of the Engineer. Excusable causes include, but are not limited to, acts of God or of the public enemy and acts of the federal or state government in either their sovereign or contractual capacities. If the failure to perform is caused by the default of a subconsultant at any tier, and if the cause of the default is beyond the control of both the Engineer and the subconsultant, and without the fault or negligence of either, the Engineer shall not be liable for any excess costs for failure to perform, unless the subcontracted Services were obtainable from other sources in sufficient time for the Engineer to meet the required Time(s) for Performance

H. Compensation: The engineer shall be required to submit a complete itemized invoice on each delivery or service, which he may perform under the contract. Payment shall be rendered to the engineer for satisfactory compliance with the contract within forty-five (45) days after the receipt of the proper invoice.

I. Advertising: In the event a contract is awarded for services resulting from this proposal, no indication of such sales or services to the City will be used in product literature or advertising. The engineer shall not state in any of its advertising or product literature that the City has purchased or uses any of its services, and the engineer shall not include the City in any client list in advertising and promotional materials.

J. Exceptions to the RFP: Any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents provide otherwise. Please identify below, or under separate cover, any "Exceptions to the RFP".

IX – EXHIBIT A

PROPOSAL SIGNATURE SHEET

In compliance with this Request for Proposal and to all the terms and conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Receipt of Addenda is acknowledged: _____.

My signature certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2 Section 489.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and federal law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Petersburg, and that there are no principals, officers, agents, employees, or representatives of this firm that they have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Petersburg, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Petersburg. Furthermore, offeror is in compliance with the *State and Local Government Conflict of Interests Act*, Section 2.2-3100, supplemented by Sections 2.2-4367 – 69 of the *Code of Virginia*. Specifically, no city employee, city employee's partner, or any member of the city employee's immediate family holds a position with the offeror such as an officer, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction or owns or controls an interest of more than five percent.

To receive consideration for award, this signature sheet must be returned to the Purchasing Office, as it shall be a part of your response.

Complete Legal Name of Firm and address:

Date: _____

By: _____
(Signature in Ink)

Name: _____
(Please Print)

_____ Zip Code: _____ Title: _____

FEIN No.: _____ Phone : (____) _____

E-mail: _____ Fax: (____) _____

Submit this form with Proposal

X - EXHIBIT B

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may cause your proposal to be deemed non-responsive.

1. Qualifications: The offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. Offeror's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of service, under the current name, as well as any prior names with dates:

Years: _____ Months: _____

4. References: Indicate below a listing of at least four (4) current or recent contracts, that your firm is servicing, has serviced, or has provided similar service. Include the length of service and the name, address, and telephone number of the point of contact. The "City of Petersburg" should not be included as a reference.

A. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

5. Business Category (Check all that apply)

☐ Small Business

☐ Women Owned and Controlled

☐ Minority Owned and Controlled
Controlled

☐ Service Disabled Veteran Owned and

☐ None of the above

Submit this Form with Proposal



National Institute of Corrections Jails Division

City of Petersburg, Virginia
Jail and Justice System Assessment
Report

NIC TA 12J1078

August 22, 2012

James R. Robertson

National Institute of Corrections
City of Petersburg Jail and Justice System Assessment Follow-up Meeting

Table of Contents

Disclaimer	1
Request for Technical Assistance	2
Pre Site Visit Activities	2
Site Visit Meeting	2
Summary Findings and Recommendations	3
Criminal Justice System Master Plan	3
Criminal Justice Management Group	4
Planning of New Institutions – Taking Control of the Planning Process	6
Appendix.....	7

National Institute of Corrections
City of Petersburg Jail and Justice System Assessment Follow-up Meeting

Disclaimer



U.S. Department of Justice

National Institute of Corrections

Washington, DC 20534

RE: NIC Technical Assistance No. 12J1078

The Jails Division of the National Institute of Corrections funded this technical assistance activity. The Institute is a Federal agency established to provide assistance to strengthen state and local correctional agencies by creating more effective, humane, safe and just correctional services.

The resource person who provided the on site technical assistance did so through a cooperative agreement, at the request of the City of Petersburg Sheriffs Office, and through the coordination of the National Institute of Corrections. The direct onsite assistance and the subsequent report are intended to assist the agency in addressing issues outlined in the original request and in efforts to enhance the effectiveness of the agency.

The contents of this document reflect the views of Mr. James Robertson. The contents do not necessarily reflect the official views or policies of the National Institute of Corrections.

National Institute of Corrections
City of Petersburg Jail and Justice System Assessment Follow-up Meeting

Request for Technical Assistance

Sheriff Vanessa Crawford submitted a formal request for a follow-up visit after the Jail and Justice System Assessment (JJSA) conducted in January of this year. Mr. Michael Jackson, Correctional Program Specialist, responded to the request and arranged for the follow-up visit to be delivered August 3, 2012. Mr. James Robertson was selected to conduct the follow-up visit. Meetings with the City of Petersburg officials were conducted during the onsite date to review the recommendations contained in the JJSA report.

The purpose of the City of Petersburg technical assistance is the following:

1. Provide an overview of the observations of Jim Robertson and Dr. Michael Jones during the JJSA visit;
2. Review the options suggested in the JJSA report;
3. Facilitate a discussion of the next steps based on the possibility of new jail construction, and
4. Provide advise on the formulation of a planning committee.

This technical assistance report reflects:

1. A summary of the onsite activities, and
2. The materials that were prepared and used in the workshop.

Special thanks go to Sheriff Crawford who coordinated the TA and provided direction and support to the consultant.

Pre Site Visit Activities

Prior to the onsite visit, Jim Robertson called Sheriff Crawford to discuss the purpose of the site visit, a tentative schedule and a summary of key issues to discuss during the technical assistance. Mr. Robertson also prepared a PowerPoint presentation for the onsite meetings and other materials to be distributed.

Site Visit Meeting

During the site visit, the Consultant conducted a workshop with key staff and the City Council to provide a summary of the JJSA report recommendations, an overview of the Facility Development Process, discuss Data Analysis, the importance of determining "Readiness" and to discuss next steps in the planning process.

During the site visit meeting, the City Council adopted a resolution to implement the Criminal Justice Management Group (CJMG) consistent with the recommendations contained in the JJSA report. Jim Robertson discussed with the workgroup the steps following that might be required to select and implement the CJMG.

National Institute of Corrections
City of Petersburg Jail and Justice System Assessment Follow-up Meeting

1. Establish the structure and composition of the CJMG;
2. Establish the selection criteria for CJMB members;
3. Identify the duration for serving on the CJMG;
4. Establish the CJMG Chairperson;
5. Establish the meeting schedule and location;
6. Establish the first meeting date, and
7. Establish the first meeting agenda which might include:
 - a. CJMG Goals and Mission
 - b. CJMG staff support
 - c. Data Analysis
 - d. Meeting minutes and distribution
 - e. Future meeting dates

Appendices 2 and 3 are the materials that were used during the site visit meeting.

Summary Findings and Recommendations

Following are the recommendations offered in the JJSA report. Those recommendations were discussed during the site visit work session.

Criminal Justice System Master Plan

Develop a comprehensive system wide master plan that includes detailed data analysis and cost-benefit evaluations of all potential options for improving the City of Petersburg Criminal Justice System.

To fully understand and anticipate the impact of change within the City of Petersburg Criminal Justice System, a coordinated long-range master plan should be developed. Many persons interviewed indicated that the jail is lacking appropriate bed space and that “crowding” is occurring within the “system”. However, there is lack of agreement on its cause and potential solutions. A master plan is a method to move the City of Petersburg towards agreement. The master plan process will develop a comprehensive, system-wide strategy to improve and enhance operations, strengthen programs and services to all constituents, and meet the challenges of operating a safe, secure, responsive, efficient, and humane criminal justice system. The plan would support a commitment to leadership by providing carefully defined goals and objectives to help the criminal justice system successfully face future challenges.

The Criminal Justice System Master Plan should include:

1. Developing a system-wide philosophy and mission to ensure that all constituents have a shared understanding of what needs to be accomplished and how to accomplish it.

National Institute of Corrections
City of Petersburg Jail and Justice System Assessment Follow-up Meeting

2. Developing a system-wide population profile of potential and actual inmate populations. This includes a comprehensive classification plan for addressing those inmates that present a risk to themselves and others within the system. Specifically, a system-wide plan should be developed for addressing substance abuse, mental health, suicide risk, and other risk factors. The plan would include both capital and policy and procedure changes to the City of Petersburg Criminal Justice System.
3. Summarizing system wide capacity and workload projections.
4. Developing a comprehensive, system-wide management and operations plan to include a detailed initiative to improve programs and services.
5. Developing a comprehensive system-wide information management system that allows for easy tracking and analysis of the City of Petersburg Criminal Justice System.
6. Developing a system-wide capital improvement plan to address crowding conditions and to provide adequate space for all users of the criminal justice system.
7. In support of the Criminal Justice System Master Plan, the County should begin to develop a long-term strategy for crime prevention. This strategy is not limited to just the agencies in the criminal justice systems, but is a community-wide effort. The Plan should have representation from many parts of the community and be designed to serve both adult and juvenile offenders. Without this strategy, the County will always be in a build-and-fill state. In simple terms, the County will not be able to just build its way out of a jail-crowding problem.

The Criminal Justice System Master Plan should become a living document that would serve as the basis for a working partnership between all components of the criminal justice system and the community. It is firmly recommended that a jail construction project not be started until the master plan has been completed. Proceeding without this document increases the risk of building additional beds and related support space without fully analyzing all factors that contribute to crowding and utilization of jail beds. Finally, the Master Plan should follow the recommended steps outlined in the Facility Development Process.

Criminal Justice Management Group

Implement a Criminal Justice Management Group and utilize that group to develop a comprehensive strategy for policy evaluation and implementation.

The consultants recommend the creation of a Criminal Justice Management Group¹ (CJMG) that includes all of the principals of the primary agencies involved in making policy for the criminal justice

¹ The term “Criminal Justice Management Group” is only used a matter of convenience. Different jurisdictions use different terminology. It is its composition, mission and implementation that are important.

National Institute of Corrections

City of Petersburg Jail and Justice System Assessment Follow-up Meeting

system. A group like this does not currently exist within the City. One of this policy group's objectives is to resolve the questions about the jail, but also includes management of the whole system.

The City of Petersburg Criminal Justice System leaders should determine the CJMG membership. However, should any major criminal justice system actor be excluded, or not be encouraged to join, then there will be a major break in the process. It is recommended that the following be considered for the committee:

- Judge
- Prosecutor
- Public Defender
- Sheriff
- Community Corrections Director
- Mayor / City Council Member
- City Manager
- Finance Director
- Police Chief
- Jail Administrator
- Citizen
- Others as needed

The membership should decide on its own leadership. The court is often considered to be one of the highest status players and active judicial leadership can help create the sense of importance that can prevent erosion of the committee's effectiveness by principals' assigning other staff to attend.

The CJMG will be directly involved in developing the Criminal Justice System Master Plan. It is not the role of the CJMG to interfere in and second-guess the operation of any agency, court, or elected official. Rather, this committee should serve as the policy and implementation body for the master planning activities. This group would evaluate the information developed in the criminal justice system master plan and make appropriate recommendations to key policy makers for action.

Recommended areas for evaluation and work of the CJMG are as follows:

- The CJMG should begin the Facility Development process.
- The CJMG should create a management information plan. The members can determine what they want to know. Collect the data analyze it and turn it into information. The CJMG and the individual agencies will use this information for planning and operations management.
- The County must identify a resource to provide support to the CJMG. This same staff can begin collecting and analyzing information to support the planning effort.
- Collect performance data on all alternative programs in order to identify the most effective interventions and with whom they are most effective.
- The CJMG should consider the possibility of creating new alternative programs and perform a cost-benefit analysis for each recommendation.

National Institute of Corrections
City of Petersburg Jail and Justice System Assessment Follow-up Meeting

Once again, the first objective of the CJMG may be to determine the needs of the jail but the overall goal is to ensure more effective and efficient management of the system as a whole. This can result in major jail bed savings. Accomplishing this task will possibly do more to assist the jail over the long term than any other single action. In a Bureau of Justice Assistance (BJA) funded review of five jurisdictions that had been deemed at the time to have successfully addressed jail crowding, participants claimed it was the creation or rejuvenation of a CJMG that was the single most effective tool.

Planning of New Institutions – Taking Control of the Planning Process

As a final recommendation, the consultants encourage the City of Petersburg to take advantage of the second phase of the New Jail Planning Initiative offered by NIC. That program is the Planning of New Institutions. The program is designed to help key stakeholders understand their role in the planning process and to give them an opportunity to address issues in a training environment away from the city. The goals of the program are as follows:

- To provide participants with an understanding of the facility development process for adult detention and corrections facilities.
- To create an opportunity for participants to define their individual role in the process and develop as a planning team.
- To introduce team members to operational, programmatic, and design concepts that may be used in the facility planning and design and program development process.
- To provide team members with the materials and/or opportunity to practice and apply these concepts through the development of action plans.
- To assist jurisdictions by providing materials that will enable them to make well-informed planning decisions about adult detention and corrections facility operational planning and design.

Planning of New Institutions does not teach participants how to design a jail; instead, it teaches the importance of in-depth planning before starting jail design. Concepts are taught through case studies, allowing participants to get “hands-on” experience in planning methods. This program focuses on the critical elements of planning a new facility, including collecting and using data, pre-architectural programming, site evaluation, project management, and determining staffing needs.

National Institute of Corrections
City of Petersburg Jail and Justice System Assessment Follow-up Meeting

Appendix

Appendix 1 – TA Request Letter

Appendix 2 – Site Visit Meeting Presentation

Appendix 3 – Facility Development Process Phase 1-4 Summary



Sheriff
Vanessa R. Crawford
City of Petersburg, Virginia



June 1, 2012

Ms. Fran Zandi, Correctional Program Specialists
National Institute of Corrections
320 First Street, NW, Room 5002
Washington, DC 20534

Re: New Jail Planning Technical Assistance

Dear Ms. Zandi

Over the past year, the City of Petersburg has been the fortunate recipient of technical assistance from the National Institute of Corrections. Our community has benefited from those activities as we move forward with our Criminal Justice System and Jail Planning activities.

We have distributed the report and are in the process of forming our Criminal Justice Management Group (CJMG). The group will be comprised of representatives from our criminal justice agencies and community and will be created as a direct result of our involvement with NIC. Also, we will soon begin to have a series of meetings to further discuss the recommendations contained in the report.

We want to ensure that the CJMG is well organized, productive, and focused on the next steps in our planning process and that the City Council and other stakeholders fully understand the report recommendations. To that end, we would like to request Technical Assistance from NIC to have an individual who is very familiar with the report attend meetings in Petersburg to assist in interpreting the report accurately. Additionally, the purpose of that visit will be to discuss the recommendations with key stakeholders and to develop a series of next steps to make sure we are moving in the right direction and to provide advice and assistance to the forming of the CJMG.

Thank you in advance for consideration of our request.

Sincerely,

A handwritten signature in cursive script that reads "Vanessa R. Crawford".

Vanessa R. Crawford, Sheriff
City of Petersburg, Virginia

**City of Petersburg
Council Advance**

**National Institute of Corrections
Meeting**

August 3, 2012

Consultant: Jim Robertson

Presentation Agenda

- ❖ Introduction
- ❖ Presentation Goals
- ❖ Findings and Recommendations
- ❖ Facility Development Process
- ❖ Next Steps
- ❖ Q & A

Presentation Goals

1. Review of Recommendations
2. ID Stumbling Blocks
3. What Steps Should We Take?
4. How Do We Move Forward?
5. Q & A

Findings & Recommendations Status

1. Criminal Justice System Master Plan
2. Criminal Justice Management Group
3. Planning of New Institutions

Findings and Recommendations

Criminal Justice System Master Plan

- a) To Fully Understand, Anticipate and Manage Change
- b) Comprehensive System-wide Strategy for Managing Resources
- c) Extensive Data Analysis
- d) Stakeholder Participation
- e) More Than a Feasibility Study

Findings and Recommendations

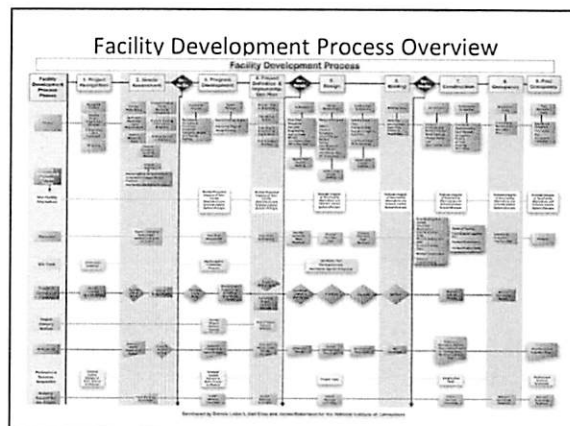
Criminal Justice Management Group

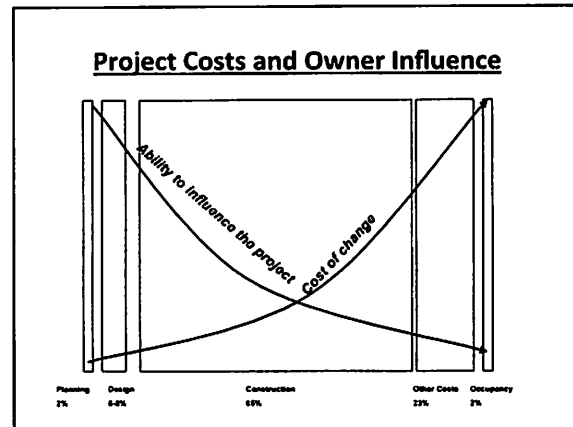
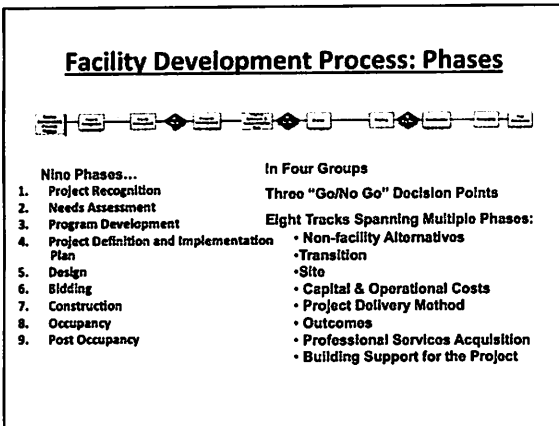
- a) Comprehensive Strategy for Policy Evaluation and Implementation
- b) All CJS Leaders - Review Composition of CCAB
- c) Resolve CJS Conflicts
- d) Supports the CJS Master Plan
- e) Time and Resources Implications
- f) When to Implement

Findings and Recommendations

Planning of New Institutions

- a) Approved
- b) 4 Individuals – August 22-25, 2011
- c) No Cost
- d) Case Study
- e) Critical Elements of Planning
- f) Roles and Responsibilities
- g) Action Planning





Phase 1 – Project Recognition

1. Recognize the Problem
2. Organize the Project
3. Identify Resources
4. Role Clarification – Lead Agency
5. Track Activities
 - Gather Site Information
 - Begin Finance Considerations
 - Review Acquiring Professional Services

Phase 2 – Needs Assessment /Master Plan

1. Establish Policy Group
2. Mission & Standards
3. Alternatives and Options
4. Operational Costs
5. Track Activities
 - Transition Team
 - First Cost Check Point
 - Building Project Support & Understanding

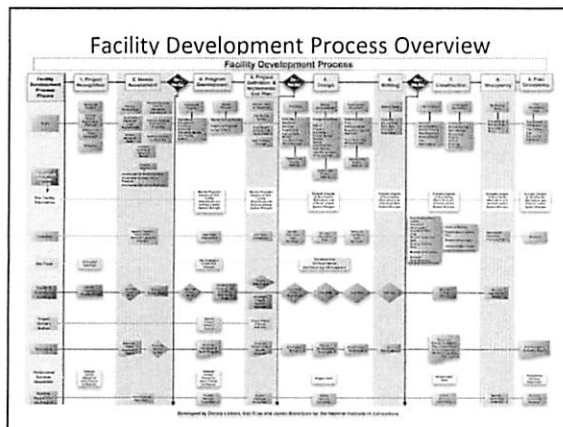
First Go/No Go Decision

Phase 3 – Program Development

1. Functional Program
2. Space Program
3. Staffing Costs
4. Operational Costs
5. Track Activities
 - Site Evaluation
 - 2nd Cost Checkpoint
 - Building Project Support & Understanding

Phase 4 – Project Definition & Implementation

1. Options
2. Conceptual Design
3. Final Cost Benefit Analysis
4. Reviews
5. Track Activities
 - Non-Facility Alternatives
 - Finance Process
 - Project Delivery Options Decided
 - Building Project Support & Understanding

Second Go/No Go Decision**Next Steps**

- ❖ ?
- ❖ ?
- ❖ ?

Appendix #3

What is the Facility Development Process?

The facility development process includes the phases, tasks, associated activities, and procedures to plan, design, construct, and open a new jail facility. The same process is also required for the renovation or expansion of an existing jail. The following document summarizes the first four phases of the process.

PHASE 1 - Project Recognition

The first phase of the facility development process is often initiated by those responsible for managing the current facility, and supported by those authorizing appropriate funding for law enforcement and detention services, such as county commissioners and supervisors or city managers. Unfortunately, although the issue may be raised early, the discussions usually begin after it is determined that the current facility is unable to efficiently and effectively operate under current conditions, and not in anticipation of these events occurring.

In phase 1, participants will be involved in the following tasks

1. Recognize the problem – is jail crowding the precipitating event, is the facility in need of expansion, repair or replacement?
2. Develop the project organization structure – who can and should be included in the process and what role will they play?
3. Identify resources - where can data be found, who can retrieve needed data, what information technology is available?
4. Identify the agency taking the lead.

Other activities occurring in this phase include:

5. Site track – information will be gathered for the selection of the facility site.
6. Capital and Operational Funding track – the financial considerations for the project will be identified.
7. Professional Services Acquisition track – a criminal justice planner/consultant is often acquired at this phase for project guidance.

Once there is interest in exploring the problems, it is important to identify which agencies and activities are impacted and to invite them to participate in resolving the issues. An agency will need to be appointed to take the lead in the discussions. Member(s) of the governing body must participate in the process. It is important they be visibly involved and recognizes that a crowding problem or facility deterioration is not simply the operating agency's responsibility.

As the process leads towards the development of a needs assessment, the county may elect to begin analyzing their financial options for proceeding, as well as consider alternatives to construction of a new facility.

Appendix #3

Most jurisdictions do not have full-time staff available to devote to planning and building a new facility, nor do they have staff with the specialized skills required to perform the tasks required for each step. They also may not be able to hire such specialized staff. Therefore, a number of consultants are often used during the various phases of the process. Consultants used in the early phases include corrections planners, programmers, and financial planners. Architects, engineers, and construction managers are selected as the project progresses. To avoid delays or rushed performance, consultants should be hired early in the process so they have sufficient time to complete their work.

Consultants are typically selected through an objective process that uses the formal mechanism of a request for proposal (RFP). Two types of RFPs are available: the open RFP and the invitational RFP.

Open RFP

The open RFP solicits responses from all qualified firms. The county or city establishes basic criteria for the consultant, advertises in appropriate media such as newspapers and trade journals, and accepts proposals from all firms that meet the established criteria.

Invitational RFP

The invitational RFP first issues a request for qualifications to selected firms and then issues the RFP to those on the "short list" of those that qualify. It must be emphasized that consultants need substantial input from key jurisdictional representatives if they are expected to develop workable solutions. A consultant's approach to the jurisdiction's needs and openness to the involvement of its representatives is as important to the project as his or her technical skills.

PHASE 2 - Needs Assessment

A facility master plan and criminal justice master plan will systematically identify the policy decisions to be made about the practices and operations of the jail facility as well as the practices of the entire local criminal justice system. The needs assessment, the first document to be developed and part of the master plan, analyzes trends within the criminal justice system and helps direct the facility and criminal justice master plans. Historical patterns in crime rates, arrest rates, facility admissions, and average lengths of stay are examined to determine the impact these trends have on the size and type of the inmate population. Profiling the inmate population establishes their criminal, adjudication, behavioral, social, and demographic characteristics. This data analysis allows the county or city to consider alternative, non-custody sanctions, which are less costly than building more beds in a detention facility. The analysis also identifies the needs of their particular facility and provides information for subsequent steps in the facility development process.

The facility master plan summarizes the policies and practices regarding the operations of the jail. It also includes the mission statement, which clarifies the facility's purpose and defines the goals and

Appendix #3

objectives of the jurisdiction. The underlying philosophy (mission and vision) that reflects the community's values must be established during this step.

Similarly, the criminal justice master plan summarizes the policies and practices regarding the operation of the entire local criminal justice system. This document defines policies concerning how each criminal justice agency carries out its duties and responsibilities, the nature of their relationships to one another, and their responsibility toward managing jail resources. These two master plans become critical instruments not only for the construction of a new jail facility but also for its operation for years to come.

No city or county can proceed with a jail project that it can neither afford to build nor afford to operate. After the needs assessment is complete, the economic feasibility of the project must be determined. The economic feasibility study, most often performed by consultants and technical advisors, includes a preliminary budget that reflects the costs of pre-architectural programming, design, site acquisition, construction, and occupancy in addition to the need for special design studies. The feasibility study also explores and reports on funding sources and requirements.

The costs of staffing and operating the new facility are estimated and reported in the economic feasibility study. Analyzing the economic feasibility of the project takes place throughout the architectural design phase and continues, at minimum, until construction bids are received. It is only after bids are received that an accurate cost of the building is established.

GO/NO GO Decision Point

At this point in the facility development process, those involved must make an evaluation whether the process can feasibly continue or if other alternative options provide better opportunities for addressing the problems (e.g. if the problem is crowding and adjustments in the criminal justice system practices can shorten the length of time between arrest and sentencing, thereby reducing the jail population).

In phase 2, participants will be involved in the following tasks:

- 1) Development of a policy group.
- 2) Reviewing applicable standards and legal requirements.
- 3) Developing a system mission and goals.
- 4) An evaluation of the current criminal justice system and policies.
- 5) An evaluation of the existing facility for standards compliance.
- 6) Evaluating existing alternatives programs.
- 7) Evaluating staffing levels, current vs. required.
- 8) Analyzing options including:
 - a) Evaluating the facility for renovation vs. new construction.

Appendix #3

- b) Conduct an evaluation of criminal justice systems changes (policy and practices).
- c) Evaluating non-facility alternative programs.

Other activities occurring in this phase include:

- 9) Transition – appointing a transition team leader who will be involved in all parts of the project.
- 10) Capital and Operational Funding track – the first cost check point for the project and the project budget model will be developed.
- 11) Outcomes – A needs assessment report and a determination of inmate capacity needs by year will be developed and produced.
- 12) Building Support for the Project – A community advisory committee will be formed.

PHASE 3 - Program Development

The facility program is a document that groups the functional and space programs and tells the architects how the jail will function. It defines spaces (including adjacent spaces), users, equipment, and furnishings and illustrates the flow of work in each area of the facility. The facility program should clarify the policies and procedures that relate to all the activities discussed in it and describe the desired operation of the new facility.

Facility programming is a prerequisite to architectural programming, which stipulates the physical spaces needed to support the operation of the jail. Without a program document, the design phase of the project occurs in a vacuum, and the chances of the finished facility meeting the needs of the users are minimal. The facility managers must be actively involved in facility programming. Because this step can become highly technical, it may require the services of corrections planners, architects or other consultants.

Site selection is a difficult step in the process and must be approached with care and sensitivity because it has technical, cost, and political implications. Historically, jails have not been popular, but modern design and technology such as sealed buildings that reduce noise have made it possible for these facilities to be good neighbors. The county or city government often conducts numerous public meetings and hearings during this phase of the process to engage the public in identifying potential sites and establishing criteria for their review.

The first task is to determine the size, shape, access, and location requirements of the site. Next, alternative sites that roughly meet the requirements are identified. After evaluating the alternatives using the established criteria, a site is finally selected and acquired.

During this phase it will be necessary to identify options for project delivery. Options to be considered might include the traditional design-bid-build method, design-build, construction manager, lease-purchase-financing.

Appendix #3

In phase 3, participants will be involved in the following tasks

- 1) The development of a functional program which will include:
 - a) Operational principles and scenario development.
 - b) The review of applicable state and national standards.
 - c) Development of a staffing plan for the new facility.
- 2) The development of a space program which will include:
 - a) . Identifying square footage needs for the new facility.
 - b) Adjacency diagram development.
 - c) An analysis of design criteria.

Other activities occurring in this phase include:

- 3) Transition – the user team will be involved in the tasks and decision making.
- 4) Non facility alternatives – monitor impacts of non-facility alternatives and criminal justice system changes.
- 5) Site track – a site evaluation and selection process will be conducted.
- 6) Capital & operational funding – a 2nd cost check point for the project will be established and construction/project costs and staffing operational costs will be developed for the new facility.
- 7) Project delivery options – Project delivery methods will be identified.
- 8) Outcomes – A functional and space program will be produced.
- 9) Professional services acquisition – if not already done there may be a need to acquire assistance from a criminal justice planner or architectural firm with a criminal justice planner.
- 10) Building support for the project – the advisory committee will become involved in the decision making aspect of the project.

PHASE 4 - Project Definition & Implementation Plan

The corrections planner and/or architect will develop conceptual design plans that begin to organize the entire building. The design study will provide very basic outlines of the building and some internal areas, and will show area adjacencies. It will also provide more detailed information about site needs that can be used to narrow down site options.

Using the information gathered and developed during the three previous phases, a cost benefit and life cycle cost analysis will be conducted. The information will provide the decision making group an opportunity to determine how much financing will be required and to evaluate financing options. Depending on the requirements of the jurisdiction, it may be necessary to prepare a public referendum before proceeding. In some instances, a reduction in the scope of the project, or a re-evaluation of the

Appendix #3

operational decisions may be required if the life cycle cost appears to be beyond the limits of financing the jurisdiction can absorb.

A project delivery method must be selected at the end of this phase. It will be necessary to make the decision before the architect can proceed into the design phase. Depending on the delivery method selected, it may be necessary to contract with a construction manager or general contractor before beginning the next phase.

GO/NO GO Decision Point

Again at this point in the facility development process, those involved must make an evaluation whether the process can feasibly continue.

In phase 4, participants will be involved in the following tasks—

- 1) Facility option evaluation, new vs. expansion.
- 2) Conceptual design development for the facility
- 3) Development of a cost benefit analysis and life cycle costs.
- 4) User and owner reviews.

Other activities occurring in this phase include:

- 5) Non facility alternatives – monitoring impacts of non-facility alternatives and criminal justice system changes.
- 6) Transition – the user team will be involved in the tasks and decision making.
- 7) Capital & operational funding – a determination will be made for methods to finance the project and a decision to use a public referendum for funding.
- 8) Project delivery options –a project delivery option will be selected.
- 9) Outcomes – a conceptual design for the facility and a financial cost benefit analysis will be produced.
- 10) Building support for the project – the advisory committee will become involved in the decision making aspect of the project.