STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
FACILITY PLANNING, CONSTRUCTION AND MANAGEMENT DIVISION
PROJECT MANAGEMENT BRANCH

REQUEST FOR STATEMENT OF QUALIFICATIONS FOR
“STRUCTURAL PEER REVIEW SERVICES”
FOR
PROPOSED INFILL PROJECTS – LEVEL II DORM FACILITIES

RFQ NO. PMB201301

I. INTRODUCTION

The California Department of Corrections and Rehabilitation (CDCR) is requesting Statements of Qualifications from Engineering Firm(s) interested in providing Structural Peer Review Services for the Proposed Infill Projects – Level II Dorm Facilities.

The Proposed Infill Projects are funded through Section 14 of Senate Bill (SB) 1022 (Chapter 42, Statutes of 2012). This legislation authorizes and directs CDCR to design and construct three (3) Level II Dorm Facilities adjacent to one (1) or more existing CDCR institutions. The institutions required to be considered are:

1. Folsom State Prison (FSP), Sacramento County
2. California State Prison, Sacramento (SAC), Sacramento County
3. California Medical Facility (CMF), Solano County
4. California State Prison, Solano (SOL), Solano County
5. Mule Creek State Prison (MCSP), Amador County
6. California Institution for Men (CIM), San Bernardino County
7. Richard J. Donovan Correctional Facility (RJD), San Diego County

The three (3) Proposed Infill Projects will be located within the boundaries of existing State property at two (2) of the seven (7) existing CDCR institutions under consideration. It is anticipated that one (1) site will house a single 792-Bed semi-autonomous facility with three (3) Level II Dorm housing units and the other site will house a double 792-Bed (1,584-Bed total) semi-autonomous facility with six (6) Level II Dorm housing units. In addition to the housing units, each project will include programming, health care, and visitation along with other support and infrastructure components. The housing units will be similar to those at the Substance Abuse and Treatment Facility at Corcoran State Prison.

CDCR anticipates that the Proposed Infill Projects will be designed as a single 792-Bed facility at an estimated construction cost of $203 million and a double 792-Bed (1,584-Bed total) facility at an estimated construction cost of $389 million.

Each Proposed Infill Level II Dorm Facility will be enclosed within a lethal electrified fenced security perimeter. The new Proposed Infill Level II Dorm Facilities will be sited adjacent to the existing prisons and designed to house general population inmates that may require, as determined by the medical classification system, intermediate level medical care. Accordingly, the facilities will be designed to comply with requirements from the following CDCR litigations including: Coleman (mental health), Plata (health care), Armstrong (ADA), and Perez (dental care).

The Proposed Infill Project(s) will be delivered using the “Design-Build” (DB) method of delivery.
II. SCOPE OF CONSULTANT SERVICES

A. SCOPE

1. The CDCR requires its critical facilities being designed to undergo a peer review of the seismic design by a structural engineer(s) registered in the State of California. Typical facility building types include, but are not limited to, housing, support buildings and other essential structures such as engine generator foundation pads, elevated tanks, fuel storage tanks, and telecommunication buildings.

2. The Structural Peer Review Consultant must review the design of these facilities for the ability to resist seismic forces sufficiently to allow the facilities to retain their function after a seismic event. Consultant will also provide comments on potential design deficiencies on other aspects of the structural design that are discovered as a result of the seismic review.

3. The Structural Peer Review Consultant must work in concert with the CDCR Criteria Architect to review the structural design criteria being issued to the prospective design build entities.

4. The Structural Peer Review Consultant must perform peer review services of the design build entity’s construction documents including review of calculations, drawings and specifications and performing a back check of the final construction documents to ensure all previous review comments have been incorporated. Consultant must provide a seismic peer review report with a statement certifying the construction documents comply with all applicable codes, regulations, guidelines and other design criteria.

5. The Design-Build Entity (DBE) may elect to phase construction of the projects(s). As such, the Consultant’s services must be scheduled to coincide with CDCR’s scheduled design review of individual construction document packages. Therefore, Consultant must be capable of performing a well-coordinated and technically correct seismic peer review within 14 days or less after receipt of the drawings/specifications. Structural engineering peer review comments must be submitted to CDCR’s Program Manager for incorporation into an overall design review report at the conclusion of each phase. Meetings will occur at the conclusion of each construction document package submittal review period to discuss the review comments.

B. GENERAL

1. The Consultant must review the project documents against the codes and standards cited in the design and construction documents as the governing codes of the project. CDCR will also make available other criteria and guidelines applicable to this project.

2. The Consultant must follow and implement all standard guides and procedures used by CDCR, such as the Design Criteria Guidelines, and Standard Design Document guideline drawings and specifications.

3. The responsible party must be a Structural Engineer licensed to practice in the State of California (CA); all work must be performed under, and approved by, the responsible party.

4. The Consultant must perform the contracted work in accordance with CDCR’s “Standard 213 Agreement” with no exceptions. A copy is available for examination upon request.

5. In case of conflict between Federal and State regulations, Consultant must notify CDCR and submit a recommendation(s) for consideration.
6. The Consultant must work in cooperation with CDCR, and other State agencies, as required to perform the services specified herein. If requested by CDCR, Consultant will attend meetings in Sacramento.

7. The Consultant must possess the necessary office equipment for communication with other team members. Consultant must, as required, participate in Internet-based meetings and communications.

8. The Consultant must document in writing all issues and decisions made or discussed at project meetings.

9. The State reserves the right to contact any Design-Build Entity that has submitted information in response to an RFQ during the evaluation and selection process to request additional information in order to clarify their RFQ submittal.

10. Completion of the Scope of Work set forth in this RFQ, must be completed within the project(s) scheduled time frame and compensation to the Consultant for the Scope of Work is based upon the Consultant and CDCR each performing their responsibilities in a timely manner.

III. QUESTIONS AND ADDENDUM

Questions regarding this RFQ must be submitted to http://www.bidsync.com no later than April 16, 2013 at 3:00pm. CDCR will not respond to any questions or inquiries other than those submitted electronically prior to the deadline. Responses to questions will be posted by addendum on http://www.bidsync.com

IV. SUBMITTAL REQUIREMENTS

A. FORMAT AND DELIVERY REQUIREMENTS

To be considered for selection for this contract, interested Consultants must submit one (1) original, four (4) copies, and one (1) PDF file copy (in color on a CD) of the “Statement of Qualifications” responsive to all criteria.

**Statement of Qualifications (SOQ) must be typed and must not exceed 40 pages of written material including the cover letter.**

1. Format Requirements

The 40-page limitation includes any written, photographic and graphic material contained in the body of the Statement and any appendices. With the exception of the schedule graphic, all pages, tables, graphs, and other material should not be larger than 8 1/2 by 11 inches. The minimum font size should be 11 pt. Unless stated otherwise, each item listed below will not be included in the 40-page limitation. The SOQ’s shall be organized as follows:

a. Cover Letter (narratives on inside of cover will be included in 40-page limitation)
b. Title Page
c. Table of Contents (Index)
d. General Information Sheet (Attachment A)
e. Statement of Compliance (Attachment B)
f. List of Legal Judgments (Attachment C)
g. Statement of Qualifications Narrative (To be included in the 40 page limitation)
h. Current and Past Experience (Attachment E)
i. Resumes
Blank tab pages may be used as necessary and will not be included in the 40-page limitation (as long as narrative text is not included on them).

SOQ’s failing to comply with the page limitations, dimensions, and submittal requirements will be considered non-responsive to the submittal requirements, resulting in disqualification from the selection process, and will not be evaluated.

Do not include proposed fee(s) or compensation amounts in the SOQ’s. SOQ’s not complying will be considered non-responsive with the submittal requirements, resulting in disqualification from the selection process, and will not be evaluated.

2. Delivery Requirements

All SOQ’s must be individually packaged in one (1) envelope or other container. The envelope/container and covers of the SOQ’s must be clearly marked with the following:

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
FACILITY PLANNING, CONSTRUCTION AND MANAGEMENT DIVISION
PROJECT MANAGEMENT BRANCH

REQUEST FOR STATEMENT OF QUALIFICATIONS FOR

“STRUCTURAL PEER REVIEW SERVICES”
FOR
PROPOSED INFILL PROJECTS – LEVEL II DORM FACILITIES

RFQ NO. PMB201301

One (1) original, four (4) copies, and one (1) PDF file copy (in color on a CD) of the Statement of Qualifications must be received in the Project Management Branch by April 26, 2013 no later than 2:00pm by mail, courier, or hand delivered to:

California Department of Corrections and Rehabilitation
Facility Planning, Construction and Management
Project Management Branch
9838 Old Placerville Rd., Suite B
Sacramento, CA  95827
Attn:  Sara Sexton

SOQ’s received after the stated time will not be considered and will be returned un-opened. It is the responsibility of the respondent to ensure the response is received at the Project Management Branch office by the specified deadline. All SOQ’s will be date and time stamped upon receipt. CDCR will not be responsible for late or incomplete responses due to mistakes or delays of the respondent or carrier used by the respondent or weather delays.

E-MAIL DOCUMENTS OR FACSIMILE COPIES ARE NOT ACCEPTABLE.
A POSTMARK IS NOT SUFFICIENT.

B. COSTS AND OWNERSHIP OF SUBMITTAL

SOQ’s submitted and participation in the process by interested consultants are at no cost or obligation to the State. Award of these contracts is subject to budgetary authorization. Prior to
award of contracts, all submitted SOQ’s and material will be designated confidential to the extent permitted by the Freedom of Information Act. CDCR reserves the right to, at any time, abandon or terminate efforts to contract for any or all of said services without obligation to any firm which responds to this announcement. SOQ’s and other materials submitted will become property of the CDCR and will not be returned.

C. CONTENT OF STATEMENT OF QUALIFICATIONS NARRATIVE

The Consultant’s submittal narrative must address the areas listed below in the order given. The responses provided will be the basis for evaluation of your overall approach to internal management, project organization and personnel experience in similar types and scope of work; and the ability to integrate Disabled Veteran Business Enterprise (DVBE) and Small Business Enterprise (SBE) participation (if required) into your plan for accomplishing the work described in this RFQ. Note: This scope of work encourages, but does not require DVBE or SBE participation.

To be successful, consultants must be able to demonstrate their ability and previous experience in meeting aggressive schedules and providing Structural Peer Review Services to project(s) of a similar nature described in this RFQ. Consultants must be prepared for an intensive, highly interactive design process, and be able to demonstrate their team and personnel can support this effort. The successful team will also have exhibited a high degree of expertise and experience in the technical aspects of Structural Peer Review Services, including coordination and quality control.

Your responses must be placed immediately following the Listing of Legal Judgments (Attachment C).

The following information shown below must be included within your STATEMENT OF QUALIFICATIONS NARRATIVE:

1. Describe in general the Consultant’s approach for providing Structural Peer Review Services and knowledge of applicable codes and regulations for the project(s). Include a complete description of your review process. Specifically describe your approach for providing Structural Peer Review Services for the proposed project(s) above.

2. Describe the internal management systems and methods to be employed by the Consultant in the performance of each facet of the contract, including the following:

   a. Quality control system: Describe how quality control and design/peer review coordination will be performed, monitored, documented, and assured within your organization, between the Consultant and their sub-consultants, and between the Consultant and any other consultants hired directly by CDCR. Describe your firm’s processes that will be used to ensure that all submittals are complete and fully coordinated. Additionally, provide examples of the following:

      1. Nature and quality of completed work.

      2. Reliability of firm and continuity of proposed firm’s staff and sub-consultants.

      3. Demonstrated effectiveness of Quality Assurance and Control program, and procedures being utilized by firm.

   b. Schedule management system: Describe in detail management tools and controls to be put in place and utilized by the Consultant to ensure production and schedule requirements are fulfilled. Include an example of a schedule from a similar project you have used to manage your work during the design process with relation to:
1. Firm’s workload and demonstrated ability to meet schedules.

2. Demonstrated experience and expertise in Design-Build Phased project scheduling.

c. Design management: Describe your team’s process for providing structural peer review, structural systems confirmation relating to seismic components, and structural seismic design validation. Additionally, with regards to reviewing any changes to the approved structural designs, describe your team’s process for handling such changes or revisions during the design support phase. Indicate who will be responsible for managing this project(s) and how it will be staffed. Additionally provide the following:

1. Location of applicable office(s) for project coordination and services.

2. Demonstrated experience and expertise in Design-Build Phased projects structural peer review, evaluation and verification.

3. Describe the organization, resources, roles, and responsibilities of your team as it applies to providing Structural Peer Review Services for the project(s) described in this RFQ, including all of the following:

a. Provide a chart(s) that outlines the organizational approach and identities key personnel and their roles.

b. Identify Consultant (your firm) and all sub-consultants (if any) to be used in the performance of the contract. Specify the work and percentage of the total project work to be performed by the Consultant and each sub-consultant.

c. Identify any DVBE and SBE consultants if contracted and list the expected percentage of the total contract work they will perform.

d. Provide resumes for the following key personnel:

   1. Principal in Charge
   2. Project Manager
   3. Structural Engineer
   4. Other

e. Each resume must address the following:

   1. Name of the person and name of the firm.
   2. Specific responsibilities and description of work to be performed under this contract.
   3. Years with the firm.
   4. Projects of similar nature performed. Indicate if work was performed while with a different firm.
   5. Positions held and responsibilities on work of similar nature.
   6. Education.
   7. Registrations/licenses.
8. Key personnel assigned to this contract must include a project manager with authority to commit the resources of the firm(s). California certified, registered, or licensed personnel must be responsible for, and in control of the firm(s) performance of any contract.

f. Provide information to show that your team has suitable resources available to ensure satisfactory completion of the work.

g. Provide references of financial capability/stability.

D. CURRENT AND PAST EXPERIENCE

1. Provide the following information regarding your firm’s current and past project experience conducting Structural Peer Review Services on new and existing correctional facility projects in Attachment E.

a. Provide the following information for projects with construction costs of $50 million or more completed within the last five (5) years:

1. Project budget.
2. Construction budget.
3. Design start and completion date.
4. Construction completion date.
5. Firm’s role on project. Indicate whether your firm was the prime consultant or a sub-consultant on the project.
6. Consultants responsibility on project. Indicate which phase of work the firm performed (e.g., Criteria Phase, Schematic Design Development, Construction Documents, and Construction Support).
7. Owner and contact person for project and current telephone number.

V. SELECTION

A. CONSULTANT SELECTION PROCESS

1. All SOQ’s meeting the submittal requirements will be evaluated by a review committee and scored using the SOQ Evaluation Form (Attachment D).

2. The names of the review committee members will not be revealed prior to the interviews. Individual or composite ratings by the review committee members will not be revealed.

3. Members of the review committee will review the SOQ’s to determine which consultants to invite to the qualifying interviews.
4. The review committee will develop a list of finalists. The finalists will be notified by telephone and by letter about the interview date.

5. A minimum of three (3) firms will be interviewed by a selection panel. The selection panel interview will consist of a 25 minute oral presentation followed by 20 minutes for questions by the selection panel. Prime and sub-consultant key personnel must participate in the interview. The proposed Project Manager should lead the presentation. The oral presentation is to address:
   a. Project approach.
   b. Management systems/project controls.
   c. Description of organization, resources, roles and responsibilities of your firm.
   d. Current and past project experience involving new and existing correctional facilities as outlined in the RFQ’s scope of work.
   e. Panel questions.

After the interviews, using the Interview Evaluation Criteria form (Attachment F) the selection panel will rank the consultants which best meet CDCR requirements. The first ranked consultant being the best qualified.

6. The interview is the method used to select Structural Peer Review consultants. CDCR may choose to hold two qualifying interviews prior to final rankings.

7. The selection panel will select and rank three (3) consultant firms for each project that best meet CDCR’s requirements. The State reserves the right to select one (1) consultant to provide services for each project.

8. Fee negotiations will commence with the top ranked consultant(s). If a fee cannot be agreed upon, negotiations will cease with that consultant and will commence with the second ranked consultant and so on.

9. If the original proposed project team is not available at the time of project commencement, Consultant must provide equally qualified personnel for approval by CDCR. If substitute personnel cannot be agreed upon, negotiations will cease and commence with the next highest ranked consultant.

VI. GENERAL GUIDELINES AND RESTRICTIONS

A. QUALIFICATION OF CONSULTANT FIRMS

California Government Code Section 4525, et seq., requires the firm(s) selected to provide the contracted services on the basis of demonstrated competence and the professional qualifications necessary for satisfactory performance of the services.

B. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT

This RFQ is exempt from the DVBE requirement. However, the State is committed to achieving legislatively established goals for the participation of DVBE’s in all State contracting and seeks to use certified DVBE businesses whenever possible. Therefore, the State requests voluntary participation in reporting any certified DVBE’s, including yourself, to be used in the performance of the resulting Agreement.
For a listing of firms that have been certified as DVBE, contact the Department of General Services, Office of Small Business Certification, (916) 375-4940 or you may visit their website at http://www.osds.dgs.ca.gov.

For further information and assistance regarding the DVBE program, you may contact the CDCR, Office of Business Services, Nina Martinez at (916) 255-6134.

C. SMALL BUSINESS ENTERPRISE PARTICIPATION REQUIREMENT

The State is also committed to supporting Small Business Enterprise (SBE) participation in all state contracting and seeks to use certified SBE’s whenever possible. Therefore, it is requested that consultants actively solicit certified SBE’s for sub-consulting opportunities for this project. The successful consultant will be asked to list any sub-consultants that are California certified SBE’s. The Office of Small Business Certification Resources (OSBCR) at the Department of General Services (DGS) can assist in identifying certified SBE firms for solicitation purposes.

In addition to reporting those sub-consultants known to be certified SBE’s, it is requested that firms encourage any sub-consultants the firm intends to use that may be an SBE, but is not currently certified as such, to become certified through the OSBCR. Consultants may also contact Nina Martinez at (916) 255-6134, CDCR, Office of Business Services.

D. EQUAL EMPLOYMENT OPPORTUNITY

CDCR is committed to equal employment opportunity principles and demands such commitment from its consultants. Consultants are expected to emphasize nondiscriminatory personnel practices with respect to race, color, ancestry/ethnicity, creed, religion, age, sex, national origin, sexual orientation, physical or mental disability, or political affiliation. All prospective consultants, prime and sub-consultants, must agree to and sign the Statement of Compliance, which has been attached to this package as Attachment B.

E. DRUG-FREE WORKPLACE

The consultant will, by signing any future contract agreement, swear under penalty of perjury under the laws of the State of California, the consultant is in compliance with Government Code Section 8355(a) in matters relating to providing a drug-free workplace. Consultant will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(1).

2. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(2), to inform employees about all of the following:
   a. The dangers of drug abuse in the workplace.
   b. The person’s or organization’s policy of maintaining a drug-free workplace.
   c. Any available counseling, rehabilitation and employee assistance programs.
   d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(3) that every employee who works on the proposed agreement:
   a. Will receive a copy of the company’s drug-free policy statement.
b. Will agree to abide by the terms of the company’s statement as a condition of employment on the agreement.

F. CONFLICT OF INTEREST

Consultant and their employees must abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq., and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq., and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq., regarding conflict of interest.

1. Consultant and Their Employees:

Consultant must file a Statement of Economic Interests, (FPPC Form 700) prior to commencing services under the contract, annually during the life of the contract, and within 30 days after the expiration of the contract. Other service contractors and/or certain of their employees may be required to file a Form 700, if so requested, by the CDCR, or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than Consultant required to file as above) and their employees will be required to file a Form 700 if one of the following exists:

a. The contract service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;

b. The Consultant and/or Consultant’s employee(s), pursuant to the contract, makes or influences a governmental decision;

c. The Consultant and/or Consultant’s employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR’s Conflict of Interest Code.

2. Current State Employees:

a. No officer or employee will engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

b. No officer or employee will contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

c. In addition to the above, CDCR officials and employees must also avoid actions resulting in and/or creating an appearance of:

1. Using an official position for private gain.

2. Giving preferential treatment to any particular person.

3. Losing independence or impartiality.

4. Making a decision outside of official channels.

5. Affecting adversely the confidence of the public or local officials in the integrity of the program.
d. Officers and employees of the Department must not solicit, accept or receive directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the state.

3. Former State Employees:

a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b. For the 12-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

The Consultant will have a continuing duty to disclose to the State in writing all interests and activities that create an actual or potential conflict of interest in performance of the contract.

The Consultant will have a continuing duty to keep the State timely and fully apprised in writing, of any material changes in the Consultant’s business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Consultant’s business status or structure that could affect the performance of the Consultant’s duties under the contract.

If the Consultant violates any provision of the above paragraphs, such action by the Consultant will render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem.