

**URS-BLL JOINT VENTURE**  
**ON BEHALF OF THE**  
**CALIFORNIA PRISON HEALTH CARE RECEIVERSHIP**  
**CORPORATION**  
**OFFICE OF THE RECEIVER**  
**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**FOOD SERVICE CONSULTING SERVICES - 08RFQ034**

**August 29, 2008**

**QUALIFICATIONS DUE: 2:00 PM PST, Tuesday, September 30, 2008**

**SUBMISSION PACKAGES SHOULD BE ADDRESSED TO:**

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## I. REQUEST

On behalf of the Receiver of the California Department of Corrections and Rehabilitation's ("CDCR") prison medical system, the URS/BLL Joint Venture ("URS/BLL") is seeking statements of qualifications from qualified firm(s) to provide food service consulting services (the "Services") for one (1) to seven (7) new prison healthcare facilities on existing state prison sites. The Services shall be coordinated with, and in support of, the planning, programming, design and construction of the facilities. Additionally, it is anticipated this consultant shall integrate with the CPR and URS/BLL Transition, Activation and Occupancy (TAO) staff as a subject matter expert (SME) for these facilities.

URS/BLL Joint Venture ("URS/BLL") is providing program management on the above project on behalf of California Prison Health Care Receivership Corporation ("CPR"), which provides staff and infrastructure to support the work of the Receiver. Currently, URS/BLL is developing the planning, programming, pre-design and implementation of facilities for up to 10,000 new medical and mental health beds for correctional patients currently housed in state prisons. Ultimately, URS/BLL will be responsible for the management of the delivery (design and construction) for the entire program. URS/BLL anticipates that this program will utilize integrated project delivery to deliver the facilities (see <http://www.leanconstruction.org/readings.htm#PRIMER> and <http://www.aia.org/ipdg> for background information on integrated project delivery).

URS/BLL and CPR are seeking firm(s) to plan, specify, coordinate and provide in-service training for all food services for this 10,000 bed program, and, for certain designated food services equipment, to variously procure, receive, asset tag, and manage installation. The seven facilities will range from approximately 800,000 BGSF to 1,200,000 BGSF. Total program will be approximately 7 million BGSF. Food service production is currently being planned at two of the seven sites with warehousing and storage at all seven sites. Dining is being planned as a de-centralized system and a combination of in-room or dayroom dining depending on patient type.

## II. BACKGROUND

As a result of the State of California's ongoing failure to provide medical care to prison patients at constitutionally acceptable levels, the United States District Court for the Northern District of California has established a Receivership to assume the executive management of the California prison medical system and raise the level of care up to constitutional standards. On February 14, 2006, the Court appointed a Receiver granting, among other powers, the authority to exercise all powers vested by law in the Secretary of the CDCR as they relate to the administration, control, management, operation, and financing of the California prison medical health care system.

The Court's actions stem from the case of *Plata v. Schwarzenegger* -- a class action law suit brought on behalf of the CDCR's adult inmates. Applicants should refer to the Court's October 3, 2005 "Findings of Fact and Conclusions of Law Re Appointment of Receiver" and the Court's February 14, 2006 "Order Appointing Receiver" for further information regarding the conditions underlying the Receivership and the powers and responsibilities of the Receiver. These and other relevant documents can be found on CPR's website at: <http://www.cphcs.ca.gov>.

CPR is conducting an intensive "Preliminary Design and Validation Phase" or "Co-Opetition", in which three integrated project delivery teams are competing and collaborating in the design of prototype facilities adaptable for the various sites in the 10,000 bed program. Following the Co-Opetition, CPR will select integrated project delivery teams to design and construct individual facilities as sites are available for construction. The selected food service consultant ("Consultant") will act as a resource to the URS/BLL Team, including the IPD Teams, during the Co-Opetition and in all phases of design and construction as part of the Services. Additionally, it is anticipated this Consultant will integrate with the TAO staff as a subject matter expert (SME) for these facilities as part of these Services.

### **III. ANTICIPATED SCOPE OF SERVICES**

#### **A. General Scope of Services**

Qualified firms will provide the necessary personnel, equipment and material to perform and accomplish the Services during all phases of design and from planning to closeout. All consulting work and the equipment specified and installed under those services shall comply with federal, state and local codes and licensing requirements. The scope of services generally covers providing services for the CPR Program to review current recommendations, validate and revise if necessary, design/engineer, and, where required, procure and/or install all food service equipment necessary to open and operate the new California Health Care Facilities at seven sites. At some point in the future, CPR may also request that Consultant submit a proposal to operate these new food service facilities.

#### **B. Specific Scope of Services**

The Consultant will act as a resource to the URS/BLL Team, including the IPD Teams, during the Co-Opetition and in all phases of design and construction as part of the Services. Additionally, it is anticipated this Consultant will integrate with the TAO staff as a SME for these facilities as part of these Services. The following is the anticipated scope of services, without limitation:

- Facility Program Statement (FPS) Criteria Design Review and Coordination
- Coordination with Integrated Project Design (IPD) teams during the Co-Opetition and Systems Confirmation phases
- Detailed Design Drawings for Food Service Equipment (FSE)
- Implementation Documents for FSE
- Agency Review and Buyout Phase services for FSE
- Construction Administration for the FSE procurement and installation
- Coordination and integration with the TAO staff as required
- Activation and Move-in services for FSE
- Close Out services for FSE installation

The Services will generally be divided along the following lines:

- **Phase One** - Review the FPS document for current food service direction, provide revised recommendation with cost analysis (if required), assist during the Co-Opetition

and Systems Confirmation to expand food service conceptual designs, budgets, coordinate construction issues with IPD teams. The food service consultant will utilize the FPS as their basis of design.

**Projected Schedule:**

All Sites – 9/15/2008 – 3/30/2009

- **Phase Two** – Plan, specify, coordinate and provide in-service training for all food service equipment (installed and loose) related to the CHCF facility, and, for certain designated equipment to variously procure, receive, asset tag, and manage installation.

**Projected Schedule:**

Site 1 5/1/2009 - 3/30/2011  
 Site 2 1/1/2010 - 6/30/2011  
 Site 3 4/1/2010 - 9/30/2011  
 Site 4 9/1/2010 - 3/31/2012  
 Site 5 3/1/2011 - 9/30/2012  
 Site 6 10/1/2011 - 2/28/2013  
 Site 7 3/1/2012 - 9/30/2013

- **Phase Three** – Specify, procure, coordinate, receive and manage the consumables for each facility.

**Projected Schedule:**

Site 1 9/1/2010 - 7/31/2011  
 Site 2 7/1/2011 - 10/1/2011  
 Site 3 10/1/2011 - 1/31/2012  
 Site 4 4/1/2012 - 6/30/2012  
 Site 5 10/1/2012 - 1/31/2013  
 Site 6 3/1/2013 - 6/30/2013  
 Site 7 10/1/2013 - 12/31/2013

Consultant will be required to coordinate their services with CPR's Core Planning Team, URS/BLL Facilities Group staff, TAO staff, State procurement staff and the selected design builders for each of the seven anticipated facilities to be designed and constructed under this 10,000 bed program.

Draft and/or final equipment lists will be required of the Consultant at each phase of project development. Consultant will need to analyze the fixture, furniture & equipment (FF&E) requirements of the facilities and recommend how best (in terms of cost & quality) to furnish and install certain categories of FF&E. The FF&E will need to be organized along these parameters:

- Owner Furnished, Owner Installed (OFOI)
- Owner Furnished, Contractor Installed (OFCI)
- Contractor Furnished, Contractor Installed (CFCI)
- Start Up or Expense Items

Equipment lists will be formatted to be compatible with the FPS space listing, ISP and subsequent design documents and will include list prices, anticipated discount prices, anticipated taxes (if any as CPR is a non-profit entity), and total anticipated costs by facility and function (as defined by the facility space listing).

Consultant will provide support to CPR, URS/BLL, IPD teams selected for participation in this program, TAO staff and others as needed.

### **C. Timing and Schedule**

Time is of the essence. It is anticipated that upon selection of the firm(s) and negotiation of contract scope of work and fees, work will commence September 2008 and continue until program completion (anticipated to be 2013).

### **IV. DELIVERABLES**

The deliverables required will be stipulated in conjunction with the approved work plan and associated staffing plans and schedules in a Work Order attached to the awarded contract.

ALL DELIVERABLES CREATED BY THE CONTRACTOR UNDER THE AGREEMENT, WHETHER OR NOT IDENTIFIED AS CONTRACTUAL DELIVERABLES, WILL BE THE PROPERTY OF THE RECEIVER.

### **V. SELECTION AND CONTRACTING PROCESS**

An evaluation committee (the "Committee") will review the submitted qualifications in accordance with submittal requirements and evaluation criteria set forth below and will identify a short list of firms for further consideration. Upon acceptance of the short list, URS/BLL and/or CPR may invite short-listed firms to make oral presentations to the Committee.

If URS/BLL and/or CPR elect to conduct oral interviews, the entire proposed key staff of any short-listed teams must be available to participate in these interviews. The Committee will then conduct a final evaluation, make a final determination and begin negotiations with one or more of the firms that have submitted their qualifications and whose responses are most advantageous to CPR.

URS/BLL and/or CPR reserve the right to seek clarification of information submitted in response to this RFQ and/or request additional information during the evaluation process. URS/BLL and/or CPR reserve the right to accept or reject any or all submissions when it is determined, in the sole discretion of URS/BLL and/or CPR to be in the best interest of the Receiver.

URS/BLL and/or CPR intend to negotiate and enter into a services agreement ("the Agreement") with the selected respondent promptly upon selection. Prior to commencing the Services, the selected respondent must sign the Agreement and provide proof of insurance.

URS/BLL and/or CPR reserve the right to assign the Agreement and all Services to be performed by the Consultant under the Agreement and/or Work Orders, including those modified by change order or amendment, to any third party entity including but not limited to an agency of the State of California at their sole discretion.

## VI. EVALUATION CRITERIA

The Committee will review qualifications in accordance with the following criteria:

- A. Respondent's proven experience, capabilities and resources, at both the corporate and individual levels, in providing food service recommendations and equipment consulting to programs comparable in size, scope of work, and urgency. **(35 points)**
- B. Qualifications, availability and commitment of key staff. Respondents shall clearly identify the key staff that will perform each of the above-described areas of scope, what role each is anticipated to fulfill in connection with the Project, and what percentage of their time will be devoted exclusively to this Project. **(25 points)**
- C. Proven systems, management techniques, required expertise and resources designed to facilitate timely and effective decision-making and stakeholder coordination. **(20 points)**
- D. Completeness and comprehensiveness of response to this RFQ and compliance with the submittal requirements. **(10 points)**
- E. Quality of oral interviews including technical analysis and presentation (if requested by URS/BLL and/or CPR). **(10 points – but if oral interviews are not required, a 90 point selection scale will be used)**
- F. Legal actions or adverse events that might affect respondent's ability to perform as contracted. **(No points, but adverse results may reduce a respondent's relative merit)**
- G. Absence of any relationship that could constitute a conflict of interest or otherwise impede the ability of the respondent to protect the interests of the Receiver. **(No points, but an actual or potential conflict of interest may reduce a respondent's relative merit)**

## VII. SUBMITTAL REQUIREMENTS

### A. RFQ Schedule

RFQ Issued	8/29/08
Deadline for questions regarding RFQ	9/15/08
Responses to questions	9/18/08
Qualifications due	9/30/08
Notification for interviews <b>(estimated)</b>	10/3/08
Interviews <b>(estimated)</b>	10/7-8/08
Selection announced <b>(estimated)</b>	10/14/08
Estimated project start date	10/20/08

### B. Addenda

Any questions regarding the RFQ should be submitted to URS/BLL and/or CPR in writing. URS/BLL and/or CPR will, at its discretion, respond to questions in an addendum. Any necessary information not included in this RFQ that URS/BLL and/or CPR deem necessary and relevant to responding to the RFQ will also be issued in an addendum. URS/BLL and/or CPR make no guarantee that all questions submitted will be answered.

Addenda will be sent to all known applicants. If the respondent did not receive this RFQ directly from URS/BLL and/or CPR, notify URS/BLL in writing of a request to receive any addenda **by 9/15/2008**.

### **C. Format**

Submission packages should be clear, concise, complete, well organized and demonstrate both Respondent's qualifications and its ability to follow instructions.

8 (eight) copies of the submission package should be provided, with all materials bound together in a package of no more than twenty (20) 8-1/2" x 11" single-sided pages. At least (1) one bound copy must contain original signatures and be marked ORIGINAL. Also include 1 (one) unbound package. For a total of 9 submitted copies. Do not include marketing materials.

Pages must be numbered. We will not count, in the total, the graphic cover sheet, cover letter, table of contents, blank section dividers (tabs), explanations about legal actions, and a maximum of 12 resumes, which may be included in an appendix. The entire submission (the "Submission Package") shall also be submitted in electronic (pdf) format on CD, organized in the same manner as the printed submissions.

The Submission Package shall be placed in a sealed envelope with the submitting firm's name on the outside of the envelope.

All respondents are requested to follow the order and format specified below. Please tab each section of the submittal to correspond to the numbers/headers shown below.

Respondents are advised to adhere to submittal requirements. Failure to comply with the instructions of this RFQ may be cause for rejection of submittals.

URS/BLL and/or CPR reserve the right to waive any informalities in any submittal and/or to reject any or all submittals. URS/BLL and/or CPR reserve the right to seek clarification of information submitted in response to this RFQ during the evaluation and selection process. The Committee may solicit relevant information concerning the firm's record of past performance from previous clients or consultants who have worked with the respondent.

### **D. Contents**

The Submission Package must include the following items:

1. A cover letter signed by an officer of the firm submitting the Submission Package, or signed by another person with authority to act on behalf of and bind the firm. The cover letter must contain a commitment to provide the required Services described with the personnel specified in the submission. The letter should certify that the information contained in the Submission Package is true and correct. Please also indicate the contact person(s) for the selection process along with contact information.
2. Executive Summary: The executive summary must include a clear description of the primary advantages of contracting with your organization. It should also include a brief explanation of how the respondent satisfies the evaluation criteria, and a brief statement that demonstrates respondent's understanding of the desired Services.

3. Demonstration of the Respondent's Qualifications: Please provide the following information:

(a) Your company's name, business address and telephone numbers, including headquarters and local offices.

(b) A brief description of your organization, including names of principals, number of employees, longevity, client base, and areas of specialization and expertise.

(c) A description of your company's prior experience related to correctional and healthcare facilities.

(d) A description of your company's prior experience in California.

(e) A description of your company's specific areas of technical expertise as they relate to this RFQ.

(f) Professional references: Describe previous work on no more than three (3) projects of comparable scope and magnitude for which you provided similar types of services. Provide complete reference information including project name, location, client, total contract amount (and firm's amount if different), principal-in-charge, day-to-day technical project director/manager, key staff, date completed, client reference (name, current position and phone number), and a brief narrative of project description for each project identified and described above. Experience may not be considered if complete reference data is not provided or if named client contact is unavailable or unwilling to share required information.

(g) Qualifications of Technical Personnel: Submit current resumes for key personnel committed to this project and a statement regarding their local availability. Specifically describe previous related experience, its pertinence to this program, and provide references including name, address and telephone number of a contact person who can verify the information provided. Provide brief description of referenced project(s), as well as any professional certifications, accreditation, special licensing or other qualifications which qualifies the professional to perform in their designated area of responsibility.

(h) Legal action: Respondent must provide a listing and a brief description of all material legal actions or adverse events, together with any fines and penalties, for the past five (5) years in which (i) respondent or any division, subsidiary or parent company of respondent, or (ii) any member, partner, etc., of respondent if respondent is a business entity other than a corporation, has been:

(1) A debtor in bankruptcy;

(2) A defendant in a legal action alleging deficient performance under a services contract or in violation of any statute related to professional standards or performance;

(3) A respondent in an administrative action for deficient performance on a project or in violation of a statute related to professional standards or performance;

(4) A defendant in any criminal action;

(5) A principal of a performance or payment bond for which the surety has provided performance or compensation to an obligee of the bond; or

(6) A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

(i) Default Termination: Disclose whether your company has defaulted in its performance on a contract in the last five years, which has led to the termination of a contract. Describe briefly the circumstances involved.

(j) Conflict of Interest: Identify any existing financial relationships with other parties that may constitute a real or perceived conflict of interest.

(k) Proposed Rates: Provide a fee schedule for the specific individuals involved.

#### **E. Modification or Withdrawal of Submission Package**

Prior to the submission due date, respondents may modify or withdraw their submitted qualifications. Such modifications or withdrawals must be submitted to URS/BLL in writing. Any modification must be clearly identified as such and must be submitted in the same manner as the original (e.g., appropriate copies, paper size, etc.). No modifications or withdrawals will be allowed after the submission due date.

#### **F. Public Opening**

There will be no public opening of responses to this RFQ. However, after a contract is awarded all Submission Packages may be made available for public review. URS/BLL and CPR make no guarantee that any or all of a Submission Package will be kept confidential, even if the Submission Package is marked “confidential,” “proprietary,” etc.

#### **G. General Rules**

1. Only one Submission Package will be accepted from any one person, partnership, corporation or other entity.
2. Submission Packages received after the deadline will not be considered.
3. This is an RFQ, not a work order. All costs associated with a response to this RFQ, or negotiating a contract, shall be borne by the Respondent.
4. URS/BLL and/or CPR failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement for these Services.

#### **H. Reservation of Rights**

URS/BLL and/or CPR reserve the right to do the following at any time, at its discretion:

1. Reject any and all Submission Packages, or cancel this RFQ.
2. Waive or correct any minor or inadvertent defect, irregularity or technical error in any Submission Package.

3. Request that certain or all candidates supplement or modify all or certain aspects of their respective Submission Packages or other materials submitted.
4. Procure any services specified in this RFQ by other means.
5. Modify the requirements for services defined in this RFQ, or the required contents or format of the Submission Packages prior to the due date.
6. Extend the deadlines specified in this RFQ, including the deadline for accepting Submission Packages.
7. Negotiate with any or none of the respondents.
8. Terminate negotiations with a respondent without liability, and negotiate with other respondents.
9. Award a contract to any respondent.

**All technical inquiries with regard to this RFQ should be addressed to:**

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