
REQUEST FOR PROPOSALS

No. C6902000



California State Parks

FOLSOM POWERHOUSE STATE HISTORIC PARK

New Visitor Center Interpretive Planning, Design Development, Fabrication, and Exhibit Installation

March 2010
State of California
Department of Parks and Recreation
Acquisition and Development

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- A.1 Required Attachment Checklist
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 - A.4 Proposed Cost Proposal/Worksheet
 - A.5 Proposer References Form
 - A.6 Disabled Veteran Business Enterprise (DVBE) Notice and Forms
- Attachment B: Proposers' Information
- B.1 Small Business Notice
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(California Code of Regulations, Title 2, Section 599.619)
- Attachment C: Sample Agreement Forms
- C.1 Standard Agreement (STD 213), with
Exhibit A, Scope of Work
Exhibit B, Budget Detail and Payment Provisions
Exhibit C, General Terms and Conditions (GTC 307 and
CCC 307) *incorporated by reference; may be viewed and
downloaded at www.ols.dgs.ca.gov/Standard+Language*
Exhibit D, Special Terms and Conditions

1.0 Purpose and Background of Project

1.1 Purpose

The State of California, Department of Parks and Recreation (DPR) is seeking a firm to provide interpretive planning, writing, design, fabrication, and installation of hands-on interactive exhibits, Audio and/or Audiovisual Program, graphic panels and displays in its new Folsom Powerhouse State Historic Park (Park) Visitor Center. The Park is located at 9980 Greenback Lane adjacent to the City of Folsom Historic District (Figure 1).

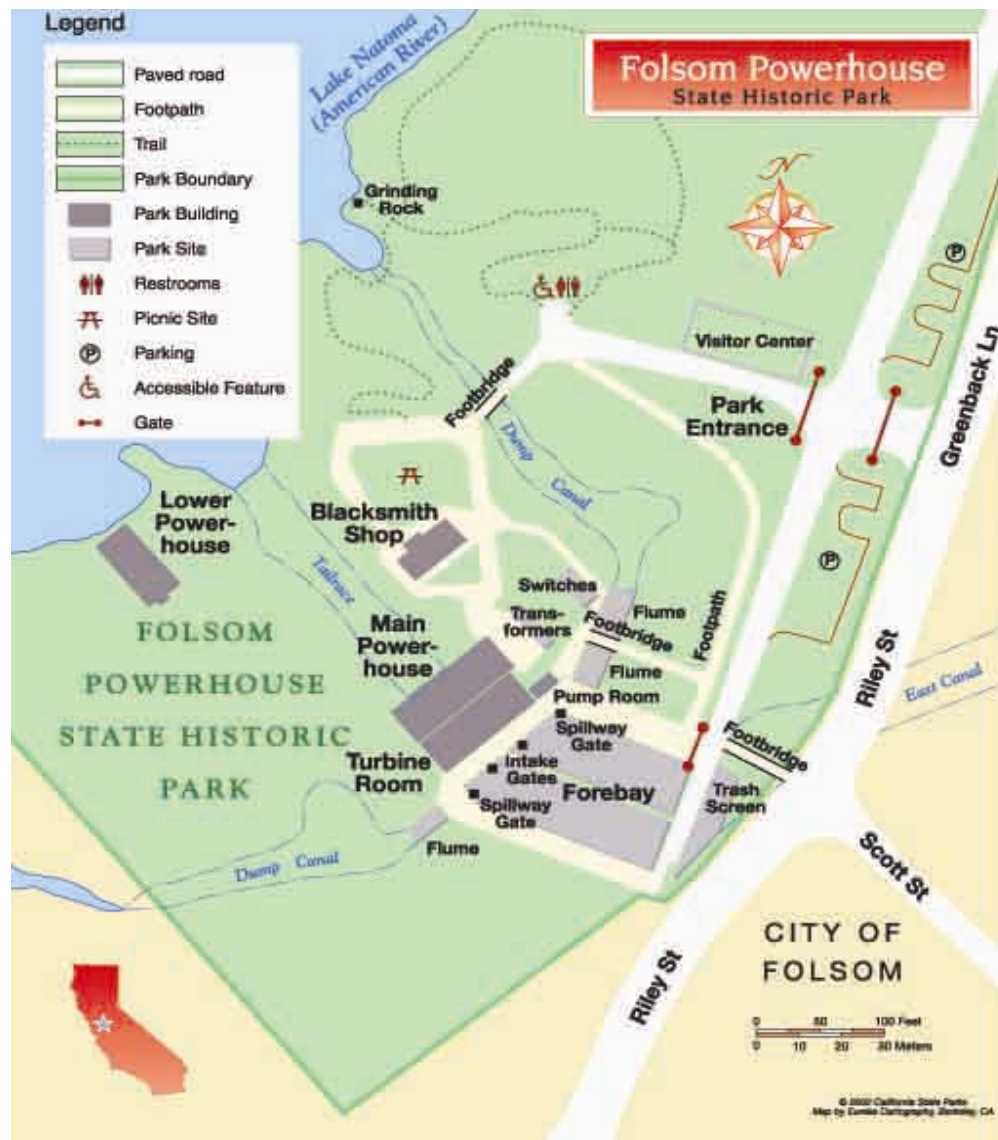


Figure 1 – Map of Folsom Powerhouse SHP

Refer to Section 2.0 Scope of Services for complete description of Project Objectives and Project Deliverables.

1.2 Background

On a scenic bluff overlooking the west bank of the American River, the striking stone block buildings that are the primary visible indicators of the historic Folsom Powerhouse, are the remaining tangible evidence of this site's pivotal role in California's history. Completed in 1895, the Folsom Powerhouse sent its initial transmission of electric power to Sacramento, marking the first successful long distance transmission of alternating current to a major city for commercial and residential use. This pioneering feat became the prototype for today's electrical transmission systems. After 57 years of generating hydroelectric power, Folsom Powerhouse ceased operation in 1952.

Shortly after its closure, DPR received ownership of the Folsom Powerhouse (1955) with much of the original equipment still intact. In 2006, with many of the structures nearly a century old, the Powerhouse underwent a seismic upgrade and restoration (Figure 2). Visitors touring the historic Powerhouse complex can see the massive generators, forebay, penstocks, and the canal system that brought the water from the dam on Lake Natoma.



Figure 2 - Restoration of the main generator building at the Folsom Powerhouse SHP occurred in 2006.

"The Folsom Powerhouse was a marvel of modern technology, built on the dreams, efforts, and discoveries of generations."

The Folsom Powerhouse's significance in the development of hydroelectric power generation in California in the late 1800s is recognized worldwide. The Powerhouse's unique history earned it a place as a California Historical Landmark (No. 633) in 1958; a National Historic Civil Engineering Landmark in 1975; a National Historic Mechanical Engineering Landmark in 1976; and it was listed on the National Register of Historic Places in 1981. The Powerhouse was such a significant feat that it was named one of the world's top 125 engineering accomplishments of all time by Engineering News-Record in 1999.

Visitors to the Park represent a diversity of backgrounds and interests. The largest Park user group is fourth grade students learning about the science of electricity and California history. This site is also a popular destination for engineering enthusiasts and visitors who want to learn about the historic site. In addition, many Park visitors come for the Park's scenic river setting, which is ideal for picnicking and hiking.

A new Visitor Center, constructed in 2008, fulfills an objective of the Park's General Plan. The corrugated steel-sided single story building's design complements the utilitarian historic support buildings throughout the Park (Figure 3). The new facility, through its design, its location at the Park's entrance, and its orientation, offers a view of the American River, and serves as a Gateway to the Park.



Figure 3 - New Visitor Center

The building was designed to function as an interactive exhibit space of approximately 1,700 sq. ft. that gives visitors a glimpse of the history and science of Folsom Powerhouse, as well as provide space for meetings in a multipurpose, audiovisual room. A small, docent-run gift shop is located in the entry lobby. The Visitor Center is the newest addition to the Park complex and will house the exhibits completed under this Agreement.

1.3 RFP Issuing Office

- 1.3.1 This RFP is issued by the Department of Parks and Recreation, Acquisition and Development Division. A copy of this RFP and Addendums, if any, may be obtained by downloading it from the California Department of General Services' (DGS) website at www.eprocure.dgs.ca.gov/CSCRAbs.htm.

At the website, in the middle of the page for the first SEARCH pane, enter the following "Bid" Number: **C6902000**. Then select the option for "Bid Number", select the "Search" button, and select Park/Project description link to view the RFP.

- 1.3.2 This office is the sole point of contact in the state for the purpose of discussion regarding this RFP.
- 1.3.3 All notices, clarifications and addenda to this RFP shall be posted on the above DGS website. It is the proposing firm's responsibility to monitor this website for all information regarding this RFP; DPR is not responsible for sending individual notification of changes or updates. It is the sole responsibility of the proposing firm to remain apprised of changes to this RFP.
- 1.3.4 All questions concerning this RFP shall be submitted directly on the RFP Solicitation (DGS website stated above) on or before **Tuesday, April 20, 2010**. Indicate the RFP number and title in the subject line.
- 1.3.5 Questions via fax, email or telephone shall not be accepted. Answers to questions will be provided by Addendum which will be posted within the RFP Solicitation on the DGS website stated above. It is the responsibility of the Proposer to download any addendum, as needed.
- No verbal information given will be binding upon the State unless such information is issued in writing as an official addendum.
- 1.3.6 DPR may modify the RFP prior to the date fixed for submission of Proposals by the issuance of an Addendum posted to the RFP Solicitation on the DGS website (see Item 1.3.1 above).

2.0 SCOPE OF SERVICES, PROJECT OBJECTIVES AND PROJECT DELIVERABLES

2.1 Scope of Services and Term

- 2.1.1 The Scope of Services for this Agreement for Services is to provide interpretive planning, writing, design, fabrication, and installation of hands-on interactive exhibits, graphic panels, audiovisual, and displays.
- 2.1.2 Contractor shall perform services for the term of the Agreement unless a formal extension of the term is authorized by DPR and issued in the form of an Agreement Amendment.

2.2 Project Objectives

2.2.1 Project Approach

DPR's intent is to work in close collaboration with Contractor in the development of interpretive themes, content, and the design of graphic panels, interpretive models, and exhibits.

As part of this collaborative effort, an Exhibit Advisory Committee (EAC), made up of community stakeholders was formed to support this Project. EAC's purpose is to contribute to theme and program development, providing input on the exhibit design through DPR's State's Representative. The State Representative shall act as a liaison between the EAC and the Contractor throughout all phases of the Project.

2.2.2 Project Intent

The Project's intent is to support the primary interpretive theme and the Park's Declaration of Purpose, which is:

"To preserve and protect for the public the educational, inspirational, and recreational benefits of the complex of historic features associated with the production of electrical energy in 1895 and the first long-distance transmission of hydropower west of the Mississippi River. The complex is listed on the National register of Historic Places, is a California Historical Landmark (No. 663), is designated a National Historic Civil and Mechanical Engineering Landmark, and includes the original facility's generating equipment and transformers, forebay and penstocks, and portions of the canal and transmission lines. Other important features are the bedrock mortars and oak woodland habitat on the site."

The Project Exhibits shall meet the following intent:

- evocatively communicate interpretive themes and messages through an engaging exhibit experience;
- be interactive, durable, graphically appealing, interpretively written, and easily navigable by visitors;
- invite exploration, encourage interaction, be accessible, and accurate;
- appeal to people of varying ages, development, and abilities. Key exhibits, particularly the hands-on interactive exhibits, shall involve more than one sense (visual, auditory, kinesthetic, etc);
- be relevant to diverse cultures – from the selection and display of objects and graphics, to the development and presentation of written, audio, and visual materials;

- create a sought-after destination for educators teaching the basic science of electricity to schoolchildren in the region;
- be tied to the California Public School's Social Science and Science framework, standards, and curriculum for the primary audience of fourth grade and also for sixth grade and high school;
- be relevant to secondary audiences that include engineering enthusiasts, and general drop-in and foreign visitors;
- be energy-efficient and constructed of environmentally responsible materials wherever practical;
- be constructed of durable materials with a useful life of twenty (20) years;
- meet all Fire Marshall Code requirements;
- meet applicable seismic codes and requirements; and
- meet all DPR guidelines for accessibility.

2.2.2 Conceptual Floor Plan

The Conceptual Floor Plan (Figure 4) is DPR's vision of how the Park Visitor Center will function with its completed exhibits. The visitor flow and thematic concepts for each exhibit area, presented below, were developed by DPR through a series of community workshops with the EAC that helped define the needs of the Park's diverse set of users. However, the final exhibit product will be determined through a collaborative effort with the Contractor.

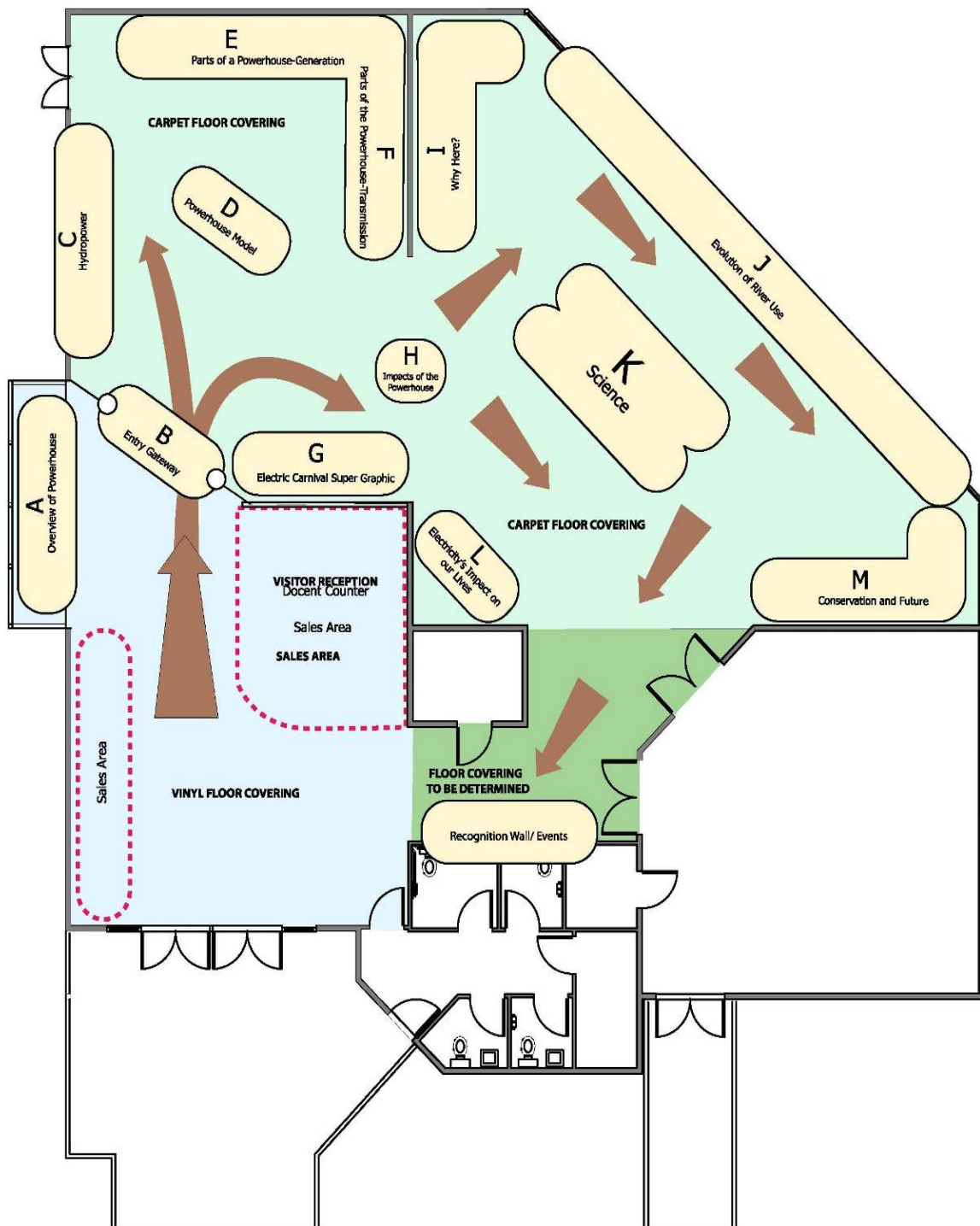


Figure 4 - Conceptual Floor Plan (Visitor Flow and Thematic Areas)

2.2.4 Visitor Flow

Figure 4 illustrates DPR's proposed visitor flow within the Park Visitor Center. Visitors will enter the exhibits after passing through the main entrance and sales area where they will be greeted by staff at the reception counter (Figure 5). To the left (A), a windowed alcove frames a view of the historic Powerhouse complex. Ahead, an exhibit gateway (B) will create a visual invitation to explore the enclosed space beyond the reception area. Past the gateway visitors can learn the basics of hydropower (C). An interactive working model of the Powerhouse (D) will be a central feature of this area. The primary thematic focus will be on how the Powerhouse functioned (E and F).



Figure 5 - Gift Shop Counter and Window to the Historic Powerhouse

The adjoining space beyond has a floor-to-ceiling window wall with filtered views to the American River (Figures 6 and 7). This room has a vaulted ceiling, which opens up to a skylight-lit corner with twenty-foot (20') high walls. The area's central feature will be interactive exhibits on the science of electricity (K). Other exhibits in this area will focus on related topics, for example, the use of the river through time (J), and the contemporary story of the impact of electricity on our lives (L). Additional stories for interpretation in the Visitor Center include the carnival of lights (G), impacts of the Powerhouse (H), why the Powerhouse was built at this location (I), and energy conservation (M).



Figure 6 - American River Overlook



Figure 7 – Temporary interpretive panels currently on display in the Visitor Center

Visitors will exit the exhibit space through a corridor leading back to the entryway and reception area. As visitors pass through the corridor, they will see a multipurpose room where they can view an audiovisual production about the Park. Visitors will also be able to look at a Recognition Wall and current events calendar on their way out.

2.2.5 Thematic Concepts

The thematic concepts are keyed to the Conceptual Floor Plan (Figure 4); each letter corresponds to a section on the floor plan.

A. Overview of the Folsom Powerhouse

The interpretive space introduces visitors to the subject matter of the exhibits: history of the Powerhouse, science of electricity, and by-products of electrical power. This space should be the prelude to the experience, the menu, the hook.

B. Entry Gateway

Create and provide an entry gateway, a physical element, which gives visitors a sense of place, an entrance to a new experience, a discovery. The entry gateway should be a continuation of, or complement to, Item A.

C. Hydropower

Create and provide an interpretive exhibit that offers insight into the basic concept of hydroelectric power and the advancement in the science throughout the 18th, 19th, and 20th centuries, making the Folsom Powerhouse possible.

D. Model of Electrical Power

Create and provide an interactive model of the Folsom Powerhouse Complex, with which visitors can interact. The component should accommodate a single person to a small group of 8-12 and be visually and intellectually stimulating.

E. Parts of the Powerhouse – Generation of Power

Create and provide an interpretive exhibit that details the intricacies of creating electrical power and highlights the physical components and their connection with each other (i.e.; harness water, turbine generators, forebay, raceway, etc.).

F. Parts of the Powerhouse – Power Transmission

Create and provide an interpretive exhibit that details the intricacies of transporting electrical power and highlights the physical components (i.e.; transformers, substations, power lines, etc.) and technology of power transmission.

G. Electric Light Carnival

Create and provide an interpretive graphic depicting the Electrical Light Carnival, a by-product of the creation of permanent electrical power being generated in the Sacramento region. The super graphic should reflect the joyous times and celebratory mood electrical power created.

- H. Impacts of the Powerhouse
Create and provide an interpretive exhibit depicting the three-decade endeavor by the Livermore Family to develop electrical power in the region. Exhibit the impacts to the region with changes to industry, urban development, and agriculture.
- I. Why Here
Create and provide an interpretive graphic explaining why this location on the American River was selected: the proximity to Sacramento, the geological terrain features, the availability of water, the technology of harnessing water, and average flow of the river.
- J. Evolution of River Use
Create and provide an interpretive graphic depicting the history of the American River from pre-Powerhouse to Powerhouse to Folsom Dam to present use. Tell how native people and miners used the river prior to the building of the Powerhouse. Show how the Powerhouse changed the dynamics of the river, and its impact on its users. Explain how the Folsom Dam affected the Powerhouse and how the river is used today.
- K. Science of Electricity
Create and provide an education center/interactive exhibits providing hands-on demonstrations of electrical power and the relevant science. The visitor should explore, and whenever possible experience, the two types of generated electrical power - AC and DC, magnets, electromagnetism, electrons, atoms, static electricity.
- L. Electricity's Impact on Our Lives
Create and provide an interpretive exhibit of the uses of electrical power and how it touches our lives (commercially), the by products of electrical power, and personal technologies we use everyday that would not exist if there were no electricity to power them (i.e.; TV, computers and the internet, cell phones, I-pods, hand-held games).
- M. Conservation and Future
Create and provide an interpretive graphic depicting the growing demand, improvements in efficiency, and the increase in production. The exhibit should address other technologies producing electrical power (i.e.; solar, wind, etc.), measures to conserve, and the future challenge of meeting demands.

2.3 Project Deliverables

2.3.1 Scope of Services

Throughout the Project, Contractor shall meet with the State's Representative either in person or via video/online or conference call no less than once a month to review the work in progress and ensure the Work Schedule and Schedule of Values objectives are being achieved.

Contractor shall be responsible for facilitating meetings. This includes planning and organizing the meetings, notifying meeting participants in a timely manner of the location, date and time for the meeting, and recording and distributing meeting notes with identified action items.

Following approval of the Agreement and issuance of the Start Work Date by a written Notice to Proceed, the State's Representative will arrange for a Start-up meeting. The purpose of the meeting will be to introduce DPR staff to Contractor, to establish lines of communication between the State's Representative and Contractor's key contact, determine appropriate Schedule of Value format, discuss and determine appropriate Work Schedule format, to review the Project Objectives, and tour the Project site and discuss any necessary items related to the site or facility. It is anticipated this will be accomplished in a one day meeting between key DPR personnel and the contractor's designated staff.

2.3.2 Key Tasks

The following describes the Key Tasks that shall be performed by the Contractor under each phase.

Phase One:

2.3.2.1 Interpretive Planning

DPR shall provide Contractor with a Resource Package that includes:

- Resource Compilation of Artifacts, Images and Graphics
- Research Bibliography

The State's Representative shall provide information regarding state controlled archives, photographic collections, and state Park staff with specific knowledge of the subject matter. Contact with, and arrangements for use of, state facilities shall be the responsibility of the Contractor.

Contractor shall be responsible for any and all additional research required to meet the specified Project Objectives.

- A. Work Schedule – is a timeline establishing milestone dates of completion of Key Tasks within the allotted calendar days allowed for completing the Work in the Agreement. Contractor shall furnish to the State's Representative an electronic version of a Work Schedule, in form and content satisfactory to the State's Representative, using Microsoft Project software. It shall present an orderly and realistic plan for completing the work. The Work Schedule shall include all scheduled working days from Project initiation through

completion and Closeout. It shall clearly identify reasonable time period for DPR to review and approve all submittals.

- B. Schedule of Values – is the statement furnished by Contractor to the State's Representative displaying the portions of the Contract Sum allotted for each Key Task identified in the Work Schedule. This shall be the basis for determining payments for percent of work completed.
- C. Thematic Narrative – is the first step leading to the development of the Interpretive Plan. The Contractor shall provide a written narrative of each thematic area. The Contractor shall use the Conceptual Floor Plan (Visitor Flow and Thematic Areas) as seen in Figure 4, and the information provided in the Resource Package, as a guide in the development of the Thematic Narrative. The Thematic Narrative submittal shall include the area's primary theme statements and related topics to be covered, as well as proposed methodology for delivering the interpretive message and the expected visitor experience to be achieved.
- D. Interpretive Plan – builds off the approved Thematic Narrative. The Interpretive Plan submittal shall consist of an 80% complete draft submittal and a final submittal which addresses DPR's comments on the 80% submittal. The Interpretive Plan submittal shall include, however not limited to:
 - 1. Exhibit Outline, which shall provide:
 - Reference number to exhibit area
 - Exhibit Title and subtitle
 - Exhibit Topic
 - Thematic message and background references
 - Proposed Media or Method of Delivery
 - 2. Text and Style Samples: to include representative examples of writing styles for targeted audiences and a style guide detailing grammar, punctuation and text consistency.
 - 3. Treatment Plan: for audio and/or audiovisual program(s) that shall at a minimum provide sufficient detail of the proposed production and be suitable for use as a working model from which the storyboard and script shall be generated later.
 - 4. Reference Bibliography for all research generated and used in developing the Interpretive Plan.

5. Exhibit Drawings: which at a minimum shall include:
 - Floor plan with Reference number for each exhibit identified
 - Proposed visitor flow through the space
 - Concept sketches for interactive exhibit components
6. Research Documentation: compilation of all research documentation including copies of research completed, with identification of graphic and photography resources used, and a bibliography of all sources used.

2.3.2.2 Conceptual Design

Contractor shall use the information from the DPR approved Interpretive Plan to develop and produce the Conceptual Design submittals for the exhibits. The Conceptual Design submittal shall consist of an 80% complete draft submittal and a final submittal which addresses DPR's comments on the 80% submittal.

Conceptual Design shall address in particular two exhibit areas that have been identified where either a working model and/or hands-on interactive components are necessary to adequately explain the topics. These exhibits shall include, at the minimum, the following:

- Exhibit Area 'D' (Figure 4) Working model of the Folsom Powerhouse. This model will be a key component of the Visitor Center. The model shall demonstrate the inner working of the Powerhouse, specifically how water flows through the penstock into the turbines and generates electrical power.
 - Exhibit Area 'K' (Figure 4) Science Area: The science of electricity and generating electrical energy shall be the primary focus of this section, and fourth grade students are the primary target audience. This exhibit area shall incorporate movable, tactile, and durable elements as well as static interpretive elements. Activities should be able to be used by individuals as well as groups of students (possibly up to 20).
- A. Conceptual Design Meeting – is required to present Contractor's initial concepts and gain feedback from DPR regarding initial concept design submittal. The Conceptual Design should contain at a minimum:
1. Scaled Floor plan of the exhibit area showing each exhibit identified by Title and Number.

2. Scaled elevations and/or sections showing each exhibit.
3. Preliminary plans for exhibit display cases.
4. Preliminary lighting and electrical plan.
5. Samples of graphic layouts showing proposed type fonts, color palettes and graphic design style.
6. Sample of text showing writing style and approach for target audience.
7. Draft text of exhibit title, sub-title, introductory or main body text for each thematic area.
8. Draft storyboard and draft script for audio and/or audiovisual programs.
9. Copies or placement only facsimiles of proposed/suggested graphics.
10. Samples of proposed artwork or illustration styles.
11. Location and description of proposed artifacts or three dimensional objects.
12. Proposed materials to be used in exhibit furniture.
13. Listing of any architectural modifications required to make the facilities suitable for proposed exhibits, along with an estimated cost to accomplish.

2.3.2.3 Design Development

Contractor shall use the information from the approved Concept Design to develop and produce the Design Development submittals for the exhibits.

- A. Design Development Meeting – is required to present Contractor's initial designs and gain feedback from DPR regarding the initial Design Development submittal.

The Design Development deliverable shall consist of an 80% complete draft submittal and a final submittal which addresses DPR's comments on the 80% submittal. The Design Development deliverable shall include, however not limited to, the following:

1. Contractor shall design for the use of all new equipment and materials in construction, unless other historic or

natural materials are specifically approved by the State's Representative. In those instances where historic or natural materials are required and approved for use, they shall be treated in such a manner that they present no harm to the building, artifacts, or visitors.

2. Contractor shall provide a detailed Gross Systems Cost Estimate, broken down by individual exhibit areas or elements contained in the DPR approved Design Development.

3. Exhibit Plans

Cover sheet that identifies the Park, Project location, date of submission, and annotated table of contents.

- Scaled floor plan of the overall facility showing location of the exhibit site, the primary exhibit area with name and number of each exhibit, and references to exhibit detail drawings.
- Scaled Plan and Elevation views of each exhibit identified by title and number showing all artifact, graphics, and typography with identification numbers.
- Scaled floor plans and elevations of existing conditions indicating any modifications such as demolition and/or new construction.
- Reflected ceiling plan of the exhibit area(s) indicating location of all lighting fixtures and hardware. Include a lighting schedule indicating the number and type of fixtures, track, and associated hardware required.
- An electrical plan of the exhibit area indicating floor and wall outlets and ceiling junction boxes, power circuits, and power load for each exhibit and/or audiovisual element.
- Location of remote audio and/or audiovisual equipment and routing of audio and/or audiovisual signal wiring, exhibit power, lighting and audio and/or audiovisual control switch locations.
- Listing of all colors, materials, and finishes to be used.
- Exhibit furniture including, however not limited to, any platforms and exhibit display cases.

- Scaled plans and elevations for exhibit platforms, risers, islands and display cases to include security, lighting, ventilation, pest control, and seismic requirements.
 - Exhibit display cases shall be designed with appropriate gaskets and seals to exclude pests. The cases shall be lockable or have security devices that are as tamper proof as possible.
 - Case lighting shall be designed to limit total light exposure on sensitive artifacts/objects; filter sources of ultraviolet radiation; and control infrared radiation to as high a degree as possible.
- B. Exhibit Models and/or interactive components shall include at a minimum:
1. Convey the desired interpretive message in an efficient, straightforward, simple manner
 2. Be constructed in a way that allows for necessary on-going maintenance
 3. Be constructed to allow for maintenance using readily available tools
 4. Be constructed of readily available materials
 5. Be durable enough to withstand repeated use by school groups
 6. Have a projected life cycle of twenty (20) years
 7. Meet accessibility requirements
- C. Graphic Layouts with specified graphics and/or artwork shall be at a minimum:
1. Furnish all necessary graphics (e.g., photographs, transparencies, historic film footage, murals, original artwork and/or illustrations) which when reproduced shall be of the highest quality, produced either from the original source, or if not available, from a source as close to the original as possible.
 2. Any image selection that requires a cost to purchase Use Rights/Permissions shall be the responsibility of the Contractor.

3. Artwork generated shall be culturally, naturally and/or scientifically accurate with attention to detail.
4. Contractor shall develop and prepare computer-generated art files, using readily available software (e.g., Adobe Illustrator CS) for all graphic panels. These computer-generated layouts shall be at a minimum:
 - A full representation of the panel or exhibit with an identifiable scale.
 - Low resolution images, representations of objects and artifacts in scale, all exhibit text and other graphic elements.
 - Graphic Facsimiles/FPO Images used during the design process shall be of sufficient quality to allow identification of the content and shall include for reference a copy of the entire graphic image, even if only a portion of the image is used.
 - Facsimiles shall include information regarding the image source, copyright (owner's contact information) identification, call number or other means of location, and a description of the subject.
 - Graphic, artifact, and label identification numbers and panel dimensions, which are placed on layers separate from the graphic material.
 - Final artwork shall be produced as CMYK files at 100% size. All placed images shall be .tiff format and may be placed or embedded in final artwork. However, all images shall be included in a separate Image Resource electronic folder and saved in a resolution no less than 150 dpi at 100%. All fonts may be converted for final artwork. A copy of each font used shall be included in a separate Font Resource electronic folder. An editable copy of all artwork shall be provided in a clearly labeled electronic folder.

D. Artifacts/Objects and Reproductions:

1. Museum artifacts/objects shall not be altered, dismantled, or reconfigured in any manner to fit artifact mounts or exhibit cases.
2. Artifact/object mounts shall be constructed of new materials. Any materials in contact with museum

artifacts/objects shall be moisture impermeable, free of abrasive surfaces, and be chemically inert.

3. Artifact/object mounts shall be designed to provide overall support to prevent physical stress or unbalanced weight distribution. Inert cushioning between the artifact/object and the mount shall be provided when further support is necessary.
4. Provide design and fabrication details of artifact mounts, proposed installation of artifacts into exhibit cases, and silica gel humidity ballast for conditioning of exhibit cases, if required.
5. DPR artifacts/objects selected for display shall be made available to Contractor for use in the design of appropriate mounting devices or armatures. However, artifacts/objects will not be released to Contractor. Access to the artifacts/objects shall be arranged between the State's Representative and Contractor. DPR will make every effort to provide access to the artifacts/objects in a timely basis.

E. Text

Develop and prepare all headlines, text, labels and closed captioning for use in all exhibits and Audio/Visual Productions.

F. Audio and/or Audiovisual Program(s)

1. For audio and/or audiovisual program(s), Contractor shall develop all content, script, narration, musical score, images, on site filming, interviews, and dramatic reenactments as may be required for the proposed production(s).
2. The production(s) shall be of sufficient length to allow visitors to understand the intended themes and messages conveyed in as concise a manner as possible.
3. Contractor shall provide samples of proposed voice talent, musical accompaniments, and sound effects.
4. Design audio and/or audiovisual program delivery to minimize sound overlap into adjoining thematic areas.
5. Audio and/or audiovisual equipment cut sheets and/or specifications, and manufacturer's warranties/guarantees.

G. Lighting & Electrical Plan to include:

1. Placement of tracks and fixtures
2. Specific task lighting
3. Lamp type and manufacturer
4. Light control equipment
5. Projected lux and ultraviolet measurements
6. Mitigation techniques for natural light (where UV an issue)
7. Connections or modifications needed to the existing electrical outlets in the Visitor Center

H. Samples and Mock-ups

Provide samples for all materials, colors, and finishes specified for the exhibits. At a minimum, the samples shall include where applicable:

1. Screen printing inks - Use the Pantone 1000 color chips.
2. Digital outputs - CMYK color chart or Pantone 1000 color chips.
3. Artifact/exhibit case interiors - Include a description of the material's composition.
4. Each material, color, and/or finish sample – Provide the manufacturer's name, identification/product/code number, or other identifying information.

2.3.2.3 Fabrication Shop Drawings

Contractor shall develop and provide to the State's Representative a minimum of four (4) sets of fabrication shop drawings, in a format sufficient to determine all necessary details, and one set of PDF electronic files on CD/DVD(s).

- A. All submitted fabrication shop drawings for exhibit display cases, platforms, risers, panels and standards, models, interactive devices, and/or other exhibit features shall be to scale, with the scale clearly identified on the submittal.
- B. Fabricated mock-ups and/or prototypes of interactive exhibits, as needed, shall also be submitted for review and approval.

- C. Contractor shall provide a detail line item cost estimate based on the completed fabricated shop drawings.

Phase Two:

2.3.2.4 Fabrication

Fabrication shall consist of, however not limited to:

- A. Exhibit Structures
Provide fabrication of all exhibit elements, including cabinetry, panels, platforms, risers artifact cases, vitrines, or other elements, which constitute the basic structural elements of the exhibits.

- B. Electrical/Electronic
Purchase, fabricate, assemble, install into the buildings and exhibit structures, and thoroughly test all electrical, electronic, and mechanical devices, including lighting.

Install audiovisual equipment into exhibit structures, including electrical components to provide and ensure operational audiovisual systems for each exhibit unit.

- C. Graphics
Produce final electronically generated artwork for all graphics. Execution of the artwork shall be of the highest professional quality.

Provide fabrication of all exhibit graphics.

- D. Artifacts/Objects and Reproductions
Contractor is responsible for providing reproduction artifacts, reproduction touchable items, 3-Dimensional models.

- E. Inspection of Fabrication Work
Provide access to fabrication site for inspection and photo documentation during fabrication process, and final inspection prior to crating and shipment for installation.

- F. Audio and/or Audiovisual
Contractor's rough and final cuts of the audio and/or audiovisual production(s) shall use professional quality equipment and sound recordings for voices, narrations, sound effects and music.

Contractor's rough and final cuts of audiovisual production(s) shall use highest resolution scans of images, computer generated graphics, and/or high definition digital production.

All audio and/or audiovisual equipment shall be purchased new for this Project using current, durable, state-of-the-art technologies, and be under factory warranty. All equipment specifications shall be approved by the State's Representative prior to purchase.

2.3.2.6 Installation

- A. Insure that all exhibit items are securely packed, shipped and safely delivered to the Project site free of damage.
- B. Stage all necessary tools and equipment on site in preparation for the exhibit installation.
- C. Complete necessary site preparation (e.g., electrical wiring, etc.) required in advance of the exhibit installation.
- D. Contractor shall install all items identified in the final DPR approved Lighting and Electrical Plan.
- E. Install all exhibits in the museum and test to ensure that they are fully operational and ready for use.
- F. Install all audio and/or audiovisual equipment and programming. Test to ensure that they are fully-operational and ready for use.
- G. Develop a punch list and provide it to the State's Representative for review and approval. Note on this list all items that need adjustment or replacement.
- H. Complete punch list of items to be corrected or replaced, to ensure exhibit is in full working order. Ensure all items are fully signed off as completed by State's Representative.
- I. Provide an Exhibit Maintenance Manual to include all warranty items, methods of cleaning and maintaining the exhibits, special concerns for exhibit maintenance, and MSD Sheets if applicable.
- J. Conduct all necessary training of Park staff on maintenance and repair procedures.
- K. Submit to the State's Representative any as-built drawings and operational manuals. Contractor shall provide necessary training as required to operate and maintain the exhibits.

2.3.2.7 Close-out

Prior to the release of retainage, Contractor shall prepare, organize, and submit any remaining exhibit production materials not already submitted to the State's Representative per above tasks and deliverables, and submit Contractor's final billing for retainage due.

2.3.3 Project Deliverables List

Listed in Table A are the deliverables by Key Task and Phase. Contractor shall reference Section 2.3.2 Scope of Services for detailed description of the Work effort for each deliverable.

Table A - Key Tasks and Deliverables by Phase

Phase	Key Tasks	Deliverables
One	2.3.2.1 Interpretive Planning	Start-up Meeting <i>Work Schedule</i> <i>Schedule of Values</i> Thematic Narrative Interpretive Plan 80% Draft Submittal Interpretive Plan Final Submittal
	2.3.2.2 Conceptual Design	Conceptual Design Draft Conceptual Design 80% Draft Submittal Conceptual Design Final Submittal
	2.3.2.3 Design Development	Design Development Draft Design Development Draft Final Design Development Final
	2.3.2.4 Fabrication Shop Drawings	Fabrication Shop Drawings
Two	2.3.2.5 Fabrication	Final Artwork Items A-F Production Inspections
	2.3.2.6 Installation	Installation Items A-K
	2.3.2.7 Close-out	Final Billing for Retainage

3.0 MINIMUM QUALIFICATIONS FOR PROPOSERS

3.1 Professional Qualifications of Key Personnel

3.1.1 Proposer shall:

- Identify Key Personnel including subcontractors, committed to this Project; demonstrate a minimum of eight (8) years professional experience in the field of interpretive and exhibit planning, and exhibit fabrication and installation of comparable scopes and budgets to this proposed Project.
- Provide resume with name, title, profession, qualifications, and experience that specifically relates to this Project and role or task that will be performing for this Project.
- Briefly describe and make clear what work or task(s) are to be performed by subcontractor(s) as distinctive from Proposer.

3.2 Proposer's Background and References

3.2.1 Primary Documentation describing Proposer's and any subcontractor's background and capability to perform the requirements of this RFP shall be demonstrated in the following manner:

3.2.1.1 Provide three (3) successfully completed project examples, which are demonstrably similar in scope and budget to this proposed Project.

Examples shall have been installed within the past eight (8) years. These examples may also include the work of subcontractor(s).

Include the following information in providing Primary Documentation for each of the three (3) examples:

- Project Name.
- Name of the agency, entity, or company for which the project was produced.
- Include the full name, title, address, phone and email address of the client reference for this Project. Proposer is responsible for verifying that the contact information given is current and accurate.
- Provide a written description of the work performed, making clear in what ways it is similar in scope to this Project. In support of this descriptive narrative, provide high quality photographic

images to illustrate the work on 8 ½" x 11" pages. Each image should be a minimum of 4" x 4" or the subject matter is clearly discernable. Images should show overall views as well as Project details such as however not limited to: typesetting, graphic layout, photographic reproduction, silk screening, model or diorama construction, original artwork, material considerations, space and flow consideration, and ADA considerations.

- Describe the target audience and the grade level or writing style developed to reach this audience. Provide examples of draft and final text that demonstrates the Proposing firm's ability to write finished exhibit text for this audience. Note whether the person(s) who wrote this text is part of the Proposer's team for this Project.
- Summarize the Principal, Key Personnel, and/or subcontractor(s)' direct involvement as it relates to items listed below.
 - a. Project management
 - b. Interpretive and exhibit planning
 - c. Historical, cultural and/or natural resources research
 - d. Meeting code compliance and accessibility standards for exhibits
 - e. Exhibit conceptual development
 - f. Layout & Design
 - g. Exhibit lighting design
 - h. Scientific-based exhibits, working models, and/or electronics
 - i. Interpretive exhibit fabrication and installation
- Provide original schedule with target completion date and actual completion dates. If there is significant difference in dates, explain why this occurred and how the issue was resolved.
- Provide original budget and final cost. If final costs varied significantly from the original budget, explain what changes were made, the reason for such changes, and how the cost for the changes was addressed.

3.3 Audio, Audiovisual and/or Multimedia Program

- 3.3.1 Provide with Proposal one (1) DVD (no longer than 10 minutes in length) which demonstrates your firm or subcontractor's ability to produce high quality audio-visual and/or other multimedia programs. The sample should be accompanied by a statement of the firm's and/or subcontractor's direct involvement in producing the audio-visual and/or other multimedia programs, including, however not limited to: video filming, editing, archival photography, storyboarding, script production, narration, graphic

production, talent selection, caption, post-production editing, musical scoring and preparation of original music.

4.0 PROPOSAL REQUIREMENTS AND GENERAL INFORMATION

4.1 Key Action Dates

<i>Event</i>	<i>Date</i>	<i>Time</i>
Mandatory Pre-proposal Walkthrough	Tuesday, April 13, 2010	11:00 a.m.
Written Question Submittal Deadline	Tuesday, April 20, 2010	2:00 p.m.
Final Date for Proposal Submission	Thursday, April 29, 2010	2:00 p.m.

4.2 Pre-proposal Mandatory Conference/Walk-Through:

- 4.2.1 A mandatory pre-proposal walkthrough is scheduled at **Tuesday, April 13, 2010**, at the Park Visitor Center, 9980 Greenback Lane, Folsom, CA 95630 (adjacent to the City of Folsom Historic District) for discussing concerns regarding this RFP.
- 4.2.2 In the event a potential Proposer is unable to attend the mandatory pre-Proposal walkthrough, an authorized representative may attend on the Proposer's behalf. The representative may only sign-in for one (1) company and subcontractors may not represent a potential Proposer.
- 4.2.3 Proposers who need assistance due to a physical impairment, reasonable accommodation will be provided by DPR upon request. To arrange for a reasonable accommodation, Proposer must contact DPR by e-mail at: plans_counter@Parks.ca.gov, or by fax to (916) 445-9027, no later than the fifth (5th) working day prior to the scheduled date and time of the pre-proposal walkthrough. Indicate the RFP number and title in the subject line. Contact with DPR shall be made only through fax or e-mail; telephone calls shall not be accepted.
- 4.2.4 No proposal will be accepted unless the Proposer or its authorized representative was in attendance.

4.3 Proposed Work Plan

4.3.1 Detail Work Approach

Contractor shall provide a proposed Work Plan based on DPR's anticipated performance period (Table B). Proposer shall develop a work plan for each Key Task, necessary subtask, and specific milestones by which progress can be measured.

4.3.1.1 Task Personnel

List ALL Key Personnel who will be working on each task and their title or role

Table B - Suggested Maximum Calendar Days by Key Task

Phase	Key Tasks	Number of Calendar Days
One	2.3.2.1 Interpretive Planning	65
	2.3.2.2 Conceptual Design	60
	2.3.2.3 Design Development	165
	2.3.2.4 Working Drawings	45
Two	2.3.2.5 Fabrication	150
	2.3.2.6 Installation	60
	2.3.2.7 Close-out	30

The number of calendar days for each of the Key Tasks shall include DPR's review period of seven (7) days per submittal.

4.4 Proposed Cost Proposal/Worksheet, Format, and Requirements

4.4.1 Proposer shall provide its Cost Proposal/Worksheet (Attachment A.4).

4.4.2 Proposer shall provide a Schedule of Values supplement and attached to the Cost Proposal/Worksheet and which will be used in the evaluation process. The Schedule of Values will be used as the basis for determining payment for the percentage of work completed. The Schedule of Values shall display and detail the portions of the Cost Proposal/Worksheet allotted for the Phase, Key Task and/or Milestones of the Work Schedule.

Schedule of Values shall include the following:

- A. A separate line item costs for each article delineated under Section 'C' below with total cost for all activities related to each key task and/or milestones.
- B. All travel expenses, equipment, supplies, messenger services, copying, postage, packaging, telephone, applicable taxes, and other appropriate expenses.
- C. For calculation purposes, Proposer shall use the below listed guidelines for costing travel, expenses and deliverables. No separate or additional billings will be considered for reimbursement.
 - 1. *Transportation:* Travel expenses and per diem directly related to the contract services shall be included in direct costs. Such costs shall not exceed the rates paid to the State's non-represented/excluded employees. (See California Code of

Regulations, Title 2, Section 599.619, regarding current rates.
Refer to Attachment B.2)

2. *Deliverables*: See Section 2.3 Project Deliverables. These costs shall be included in Task costs.
3. *Hourly Rates*: For any future Agreement Amendments, if any, provide hourly billing rates for staff and subcontractors as follows:
 - a. Category of personnel,
 - b. Rate per hour, and
 - c. Total cost for each category of personnel.
4. *Identification of Subcontractor(s) Costs*: Provide listing of proposed subcontractors and associated fees. Subcontractor fees shall be included in Cost Proposal and work shall be identified under Specific Tasks.

4.5 Submission of Proposal:

- 4.5.1 Proposal shall provide straightforward and concise descriptions of Proposer's ability to satisfy the requirements of this RFP. Proposal shall be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a Proposal.
- 4.5.2 Proposal shall be typed and with pages sequentially numbered.
- 4.5.3 Proposal shall be submitted in one (1) Proposal book in the following sequence:
 - Cover
 - Table of Contents
 - Required Attachment Checklist (Attachment A.1)
 - Proposal/Proposer Certification Sheet (Attachment A.2)
 - Darfur Contracting Act (Attachment A.3)
 - Professional Qualifications of Key Personnel
 - Proposer's Background and References
 - Work Plan
 - Cost Proposal (Example, Attachment A.4)
 - Non-Small Business Preference Documentation, if claiming the preference. (Refer to 4.9 below.)
 - Disabled Veteran Business Enterprise (DVBE) Participation Forms (Attachment A.5)
- 4.5.4 Proposal must be submitted under **sealed** cover by Deadline (refer to paragraph 4.5.10). Proposals received after the Deadline will not be considered.
- 4.5.5 One original (1) and four (4) copies of the Proposal shall be submitted. The original Proposal shall be marked "ORIGINAL".

- 4.5.6 All documents contained in the original Proposal package shall have original signatures and shall be signed by a person authorized to bind the Proposing firm. All additional Proposal sets may be photocopies of the original package.
- 4.5.7 An individual who is authorized to bind the proposing firm contractually shall sign Attachment A.2, "Proposal/Proposer Certification Sheet". The signature shall indicate the title or position that the individual holds in the firm. An unsigned Proposal may be rejected.
- 4.5.8 Proposals shall include the documents identified in Attachment A.1, "Required Attachment Documentation Checklist". Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive Proposal is one that does not meet the basic Proposal requirements.
- 4.5.9 **Deadline:** Sealed Proposals shall be received no later than **Thursday, April 29, 2010.**
- 4.5.10 **Delivery:** Proposal envelopes shall be plainly labeled with proposing firm's name and address, and the following:
- RFP No. C6902000
FOLSOM POWERHOUSE SHP
New Visitor Center Interpretive Planning, Design Development,
Fabrication, and Exhibit Installation
DO NOT OPEN
- Mail or deliver Proposals to the following address:
- Department of Parks and Recreation
Attention: Contracts Section
One Capitol Mall, Suite 410
Sacramento, California, 95814
- 4.5.11 Proposals not submitted under sealed cover and marked as indicated above may be rejected.
- 4.5.12 If the Proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided.

4.6 Proposal General Information

- 4.6.1 Proprietary or confidential information is not to be submitted in or with the Proposals.
- 4.6.2 DPR shall have full rights of ownership of the Proposal and all deliverables submitted under this Agreement.

- 4.6.3 Proposals shall be submitted for the performance of all the services described herein. Any deviation from the work specifications shall not be considered and will cause a Proposal to be rejected.
- 4.6.4 A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. DPR may reject any or all Proposals and may waive an immaterial deviation in a Proposal. DPR's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the Agreement.
- 4.6.5 Costs incurred for developing Proposals and in anticipation of award of the Agreement are entirely the responsibility of the Proposer and shall not be charged to DPR or the State of California.
- 4.6.6 A Proposer may withdraw its Proposal by submitting a written withdrawal request to DPR, signed by the Proposer or an authorized agent in accordance with 4.5.7. A Proposer may thereafter submit a new Proposal prior to the Proposal submission deadline. Proposals may not be withdrawn without cause subsequent to Proposal submission deadline.
- 4.6.7 Proposer may modify a Proposal after its submission by withdrawing its original Proposal, per 4.6.5, and resubmitting a new Proposal prior to the Proposal submission deadline as set forth in 4.5.9. Proposal modifications offered in any other manner, oral or written, shall not be considered.
- 4.6.8 DPR reserves the right to reject all Proposals and is not required to award an Agreement.
- 4.6.9 Before submitting a response to this solicitation, Proposer shall review, correct all errors and confirm compliance with the RFP requirements.
- 4.6.10 Where applicable, Proposer shall carefully examine work sites and specifications. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.
- 4.6.11 More than one (1) Proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- 4.6.12 DPR does not accept alternate Agreement language. A Proposal with such language will be considered a counter Proposal and will be rejected. DPR's General Terms and Conditions (GTC-307) and Contractors Certification Clauses (CCC-307) are not negotiable.
- 4.6.13 No oral understanding or Agreement shall be binding on either party.

4.7 Project Budget

- 4.7.1 Proposal shall not exceed the \$425,000.00 Total Allocation for this Project.
- 4.7.2 Any Proposal exceeding the total allocation and/or below the minimum allocation (Table C) required for Fabrication and Installation shall be considered non-responsive and may be rejected for not meeting the minimum qualifications for Proposal submittal.
- 4.7.3 Proposer's proposed fees shall include all cost for labor, materials, equipment, facilities, travel, per diem, applicable taxes, and all appurtenances necessary to complete the Project.

Table C. Key Tasks by Phase and Funding Allocation

Phase	Key Tasks	Funding Allocation
One	2.3.2.1 Interpretive Planning	\$110,000.00 maximum
	2.3.2.2 Conceptual Design	
	2.3.2.3 Design Development	
	2.3.2.4 Working Drawings	
Two	2.3.2.5 Fabrication	\$315,000.00 minimum
	2.3.2.6 Installation	
	2.3.2.7 Close-out	
Total		\$425,000.00

4.8 Small Business Preference

- 4.8.1 A five percent (5%) preference will be granted to proposing firms approved by the State of California as "Small Business" in accordance with Title 2, California Code of Regulations, Section 1896, et seq. Applications shall be on file at the Department of General Services, Small Business and DVBE Certification, 707 Third Street, First Floor, Room 400, West Sacramento, California 95605, by 5 p.m. on the day Proposals are due.

Indicate in Proposal whether or not your firm is claiming preference as a certified small business. See Proposal/Proposer Certification Sheet, Attachment A.2, number 14.a.

4.9 Non-Small Business Preference

- 4.9.1 A five percent (5%) preference will be granted to non-small business proposing firms subcontracting for a minimum twenty-five percent (25%) of the Proposal amount in accordance with Title 2, California Code of Regulations, Section 1896, et seq.

See Proposal/Proposer Certification Sheet number 15 to indicate whether or not you are claiming the non-small business preference.

- 4.9.2 Each listed certified small business shall perform a “commercially useful function” in the performance of the Agreement as defined in Government Code Section 14837(d)(4).
- 4.9.3 If claiming the non-small business subcontractor preference, include in your firm’s Proposal a list of the small business firms with which you commit to subcontract. The required list of certified small business subcontracts shall be attached to the Proposal and shall include the following:
- A. Subcontractor name, address and telephone number,
 - B. A description of the work to be performed and/or products supplied, and
 - C. Dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.
- 4.9.2 Completed certification applications and required support documents shall be submitted to the office of Small Business and DVBE Certification (OSDC) no later than 5 p.m. on the bid due date, and the OSDC shall be able to approve the application as submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940.

4.10 Disabled Veteran Business Enterprise (DVBE) Participation Requirement

- 4.10.1 If the value of a proposed Agreement exceeds \$10,000, DPR requires a ***minimum participation goal six percent (6%)*** for Disabled Veteran Business Enterprises (DVBE). Proposer shall be required to meet the participation goal. See Attachment A.5 for required DVBE documentation and instructions.
- 4.10.2 ***It is mandatory that proposing firm comply with the DVBE requirements*** as set forth in Attachment A.5, completing and submitting the DVBE Compliance and Certification with Proposer’s Cost Proposal. Reference to Bidder in Attachment A.5 shall mean Proposer.
- 4.10.3 ***Failure to comply*** with the DVBE Requirement shall cause your firm’s Proposal to be deemed non-responsive and ineligible for award of the Agreement.
- 4.10.4 An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements can be found at website www.pd.dgs.ca.gov/dvbe; select “DVBE Resource Packet” under “Quick Links”.

The DVBE package and the required submittal forms can be found at the website www.pd.dgs.ca.gov; select DVBE Participation Solicitation Package Attachment and Summary.

5.0 EVALUATION PROCESS

5.1 Proposal Opening

- 5.1.1 At the time of Proposal opening, each Proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.

5.2 False or Misleading Statements

- 5.2.1 Proposals containing false or misleading statements or providing references, which do not support an attribute or condition claimed by Proposer, may be rejected.

5.3 Award

- 5.3.1 Award, if made, will be to the highest scored responsible and responsive Proposer.

5.4 Proposal Evaluation

- 5.4.1 Proposals that meet the minimum qualifications will be evaluated according to the criteria indicated in Section 5.5 below. Those Proposals that do not meet all Minimum Qualifications will be considered non-responsive. (A responsive Proposal is one which meets or exceeds the requirements of this RFP).
- 5.4.2 A minimum of seventy (70) points for the combined score of Technical Merit (Section B) and Cost Proposal (Section C) is required for a Proposal to be considered responsive.

5.5 Proposal Scoring Criteria

Information submitted in the written Proposal must support items marked in these sections. Where information submitted in written Proposal is in disagreement with or does not support items marked in these sections, the information submitted in written Proposal will take precedence.

Meets Disabled Veteran Business Enterprise Program Requirements	Yes / No
OSDC Certified Small Business Preference	Yes / No
Non-Small Business Preference	Yes / No
Proposer provided all required documentation per "Required Attachment Checklist"	Yes / No

A. Minimum Qualifications	
1. Professional Qualifications of Key Personnel: Identified Key Personnel including subcontractors, committed to this Project; and demonstrated a minimum of eight (8) years professional experience in the field of interpretive and exhibit planning, and exhibit fabrication and installation of comparable scopes and budgets to this proposed Project. Included resume with name, title, profession, qualifications, and experience that specifically relates to this Project and role or task that will be provided for each participant in Project. Provided brief description of what work or task(s) are to be performed by subcontractor(s) as distinctive from Proposer.	Yes / No
2. Provided Proposer's Background and minimum of three (3) successfully completed project examples.	Yes / No
3. Provided one (1) Audio, Audiovisual and/or Multimedia Program DVD.	Yes / No
4. Provided a Cost Proposal that did not exceed the total allocation and/or was at or above the minimum allocation required for Fabrication and Installation.	Yes / No

In scoring Proposals for Technical Merit, evaluators will consider whether the Proposer has provided sufficient information for each category under "B. Technical Merit" below to assess the expertise of the Proposer and whether in each case the Proposer demonstrated its ability to fulfill the specific services requested for this Project Proposal, *Clearly, Adequately or Poorly*.

B. Technical Merit	Points			
	Available			Awarded
	Clearly	Adequately	Poorly	
Professional Qualifications Relative to this Project				
1. Key Personnel	2	1	0	
2. Duty Statements for Key Personnel	3	2	1	
3. Subcontractor work or tasks to be performed	2	1	0	

B. Technical Merit	Points			
	Available			Awarded
	Clearly	Adequately	Poorly	
Proposer's Background and References				
1. Example One (1):				
Specific project background information and references, and Summarized the principal, key personnel and/or subcontractors specified roles in the project.	3	2	1	
Written narrative of work performed and photographic documentation supporting how this example is similar in scope to this Project.	10	6	3	
Examples of draft and final exhibit text demonstrating ability to write finished exhibit text to the target audience; also noted whether writers are part of the team for this Project.	3	2	1	
Original schedule with target dates and explanation as to why any significant differences in dates occurred and how schedule issues were resolved, and Original budget and explanation as to why any significant differences in cost occurred and how these issues were resolved.	3	2	1	
2. Example Two (2):				
Specific project background information and references, and Summarized the principal, key personnel and/or subcontractors specified roles in the project.	3	2	1	
Written narrative of work performed and photographic documentation supporting how this example is similar in scope to this Project.	10	6	3	
Examples of draft and final exhibit text demonstrating ability to write finished exhibit text to the target audience; also noted whether writers are part of the team for this Project.	3	2	1	

B. Technical Merit	Points			
	Available			Awarded
	Clearly	Adequately	Poorly	
Original schedule with target dates and explanation as to why any significant differences in dates occurred and how schedule issues were resolved, and Original budget and explanation as to why any significant differences in cost occurred and how these issues were resolved.	3	2	1	
3. Example three (3):				
Specific project background information and references, and Summarized the principal, key personnel and/or subcontractors specified roles in the project.	3	2	1	
Written narrative of work performed and photographic documentation supporting how this example is similar in scope to this Project.	10	6	3	
Examples of draft and final exhibit text demonstrating ability to write finished exhibit text to the target audience; also noted whether writers are part of the team for this Project.	3	2	1	
Original schedule with target dates and explanation as to why any significant differences in dates occurred and how schedule issues were resolved, and Original budget and explanation as to why any significant differences in cost occurred and how these issues were resolved.	3	2	1	
4. Audio, Audiovisual and/or Multimedia Program Example:				
One (1) DVD demonstrating Proposer's ability to produce a high quality audiovisual and/or multimedia program. Statement of the firm's involvement in producing the sample provided.	6	4	2	
Total Score for Technical Merit (B)				

Cost Proposal submitted by Proposing firm compared to the costs submitted by other Proposing firms. Lowest cost proposal will receive the highest number of points.	30	
TOTAL SCORE FOR TECHNICAL MERIT AND COST PROPOSAL (B+C)		

6.0 AWARD AND PROTEST

6.1 Notice of Proposed Award

- 6.1.2 Notice of the proposed award shall be posted for five (5) working days prior to awarding the Agreement. in a public place in the office of:

Department of Parks and Recreation
One Capitol Mall, Suite 410
Sacramento, California 95814

6.2 Protest

- 6.2.1 If any Proposer, prior to the award of Agreement, files a protest with the

A. Department of Parks and Recreation
Administrative Services Division
Manager, Contract and Facility Services
1416 Ninth Street, Post Office Box 942896
Sacramento, CA, 94296-0001

B. Department of General Services
Office of Legal Services
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605

on the grounds that the protesting Proposer would have been awarded the Agreement had the DPR correctly applied the evaluation standard in the RFP, or if the DPR followed the evaluation and scoring methods in the RFP, the Agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.

- 6.2.2 *Within five (5) days* after filing the initial protest, the protesting Proposer shall file with the Department of General Services, Office of Legal Services and the DPR a *detailed* statement specifying the grounds for the protest.
- 6.2.3 Upon *resolution of the protest* and award of the Agreement, Contractor shall complete and submit to DPR the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding

pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to DPR.

- 6.2.4 Upon *resolution of the protest* and award of the Agreement, Contractor shall sign and submit to DPR, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.dgs.ca.gov/contracts.

7.0 DISPOSITION OF PROPOSALS

- 7.1 Upon Proposal opening, all documents submitted in response to this RFP will become the property of DPR and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

8.0 AGREEMENT EXECUTION AND PERFORMANCE

8.1 Award of Agreement

- 8.1.1 DPR shall endeavor to make the Agreement award resulting from this RFP, if an award is made, within thirty (30) days of the deadline for receipt of Proposals, and after posting the public Notice of Intent to Award per "6.1 Notice of Proposed Award".
- 8.1.2 The Agreement, if awarded, shall be subject to approval by DPR's control agency and shall not be binding on DPR or Contractor until approved by such agency.

8.2 Agreement

- 8.2.1 Contractor will be required to execute a contractual Standard Agreement (Form STD 213) which shall include the terms and conditions of the RFP and the successful Contractor's Proposal. (Refer to RFP Attachment C for sample of the Standard Agreement and Exhibits.)
- 8.2.2 Alternative or revised contract language shall not be accepted by DPR. Read and review the Attachment C Sample Agreement carefully. If for any reason, Contractor cannot execute the Agreement as written, Contractor should not submit its Proposal.
- 8.2.3 Contractor shall execute the required number of copies of the Agreement and ancillary documents and return them within seven (7) calendar days, after Contractor's receipt of said documents.

8.3 Performance Period

- 8.3.1 The term of the Agreement awarded from this RFP, if an award is made, will be from written Notice to Proceed (NTP) start work date through

June 30, 2012. However, Contractor shall perform the Work in accordance with the DPR approved Work Schedule for the number of calendar days for each Phase of the Work.

- 8.3.2 Should Contractor fail to commence work at the agreed upon time DPR reserves the right to terminate the Agreement, upon five (5) days written notice to Contractor. In addition, Contractor shall be liable to DPR for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- 8.3.3 If performance of Contractor is deemed unsatisfactory by DPR's State's Representative, DPR may, without prejudice to any other rights or remedies, terminate the Agreement pursuant to Exhibit C - General Terms and Conditions (GTC-307), and Exhibit D – Special Terms and Conditions, Section 4, Termination for Convenience (see RFP Attachment C, Sample Agreement Forms).
- 8.3.4 All performance under the Agreement shall be completed on or before the expiration date of the Agreement.

8.4 Payments

- 8.4.1 The consideration to be paid Contractor shall be computed in accordance with Contractor's Cost Proposal and shall include full compensation for all of Contractor's services and expenses incurred in the performance hereof, including travel, per diem or any other direct or indirect expense incident to providing the services.
- 8.4.2 Progress payments for services performed shall be made not more frequently than monthly in arrears.

Upon receipt and approval of Contractor's invoices, by DPR's State's Representative, monthly payments will be made based on the percentages of work accomplished for the individual work items described in Contractors Cost Proposal. Ten percent (10%) of each progress payment shall be withheld pending satisfactory completion of all work under the contract per Standard Agreement Exhibit B (refer to Attachment C).

8.5 Changes in Personnel

- 8.5.1 Contractor's key personnel as indicated in Contractor's response to the RFP may not be substituted without the written consent of DPR's State's Representative.

(END OF DOCUMENT)

ATTACHMENT A

Required Proposal Documentation

- A.1 Required Attachment Checklist**
- A.2 Proposal/Proposer Certification Sheet**
- A.3 Darfur Contracting Act**
- A.4 Cost Proposal Worksheet (Example)**
- A.5 Proposer's References Form**
- A.6 State of California Disabled Veteran Business Enterprise (DVBE)
Program Notice and Forms**

**The above listed documentation shall
be included in Contractor's Proposal.**

ATTACHMENT A.1

Required Attachment Checklist

A complete Proposal or Proposal package shall consist of the items identified below. Return this checklist along with all required documentation to ensure responsiveness to this RFP.

✓

- 1. Required Attachment Check List (this document)
- 2. Proposal/Proposer Certification Sheet (Attachment A.2)
- 3. Darfur Contracting Act (Attachment A.3)
- 4. Proposed Cost Proposal/Worksheet (Attachment A.4)
with Proposed Schedule of Values attached
- 5. Proposer Background and References (Attachment A.5)
- 6. Proposed Work Plan
- 8. Proposed Cost Proposal/Worksheet (Attachment A.5)
with Proposed Schedule of Values attached
- 9. Non-Small Business Subcontractor Participation Worksheet (DPR 85), if claiming
- 10. Disabled Veteran Business Enterprise Participation (DVBE) Forms and
Instructions (see Attachment A.6)
 - ☐ STD. 840/840A, DVBE Participation Documentation.
 - ☐ STD. 843, DVBE Declaration

ATTACHMENT A.2
PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the required Proposal documents as an entire package with original signatures. The Proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Place all required documents behind this certification sheet.
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made good faith effort.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this Proposal document. The authorized signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause for Rejection

1. Company Name	2. Telephone Number	2a. Fax Number
3. Address		
Indicate your organization type: 4. ☐ Sole Proprietorship 5. ☐ Partnership 6. ☐ Corporation		
7. Federal ID No. (FEIN):	8. California Corporation No.:	
9. Indicate applicable license and/or certification information, if any:		
10. Proposer's Authorized Representative's Name (Print):	11. Title:	
11a. Email		
12. Signature ✓	13. Date:	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as: a. California Small Business Preference Yes ☐ No ☐ If yes, attach copy of State of California, Small Business Certification. b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, attach copy of State of California, DVBE Certification.		
<i>To qualify as Small Business and/or DVBE, a copy of the applicable Certification(s) is/are required.</i>		
Indicate date application was submitted to State of California, Office of Small Business & DVBE Certification, if an application is pending:		
15. Are you claiming a Non-Small Business Preference? Yes ☐ No ☐ If yes, attach list of Certified Small Business subcontractors per RFP Paragraph 4.9.		

**Instructions for Completing
Proposal/Proposer Certification Sheet**

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership; indicate if general or limited. Provide names and titles of partners and the signatures of partner or partners authorized to sign on its behalf. A partnership is a voluntary Agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. Provide date of registrations to do business in California and description of corporate structure, signature of officer(s) authorized to sign on its behalf, date of incorporation and corporation identification number. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.
15	Must be completed. Items is self-explanatory.

ATTACHMENT A.3 DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid, complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ We do not currently have, or we have not had within the previous three (3)
Initials years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section
Initials 10476, but we have received written permission from the Department of
General Services (DGS) to submit a bid or Proposal pursuant to Public Contract
Code section 10477(b). A copy of the written permission from DGS is included with our bid or
Proposal.

OR

3. _____ We currently have, or we have had within the previous three years, business
initials activities or other operations outside of the United States, but we certify below
+ certification that we are not a scrutinized company as defined in Public Contract Code
below section 10476.

CERTIFICATION for # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

ATTACHMENT A.4 COST PROPOSAL WORKSHEET

(This Worksheet is an example of the Cost Proposal format and is to be used as a guideline for preparing Contractor's Cost Proposal on firm's letterhead.)

Task #	Key Task	Total Fee
Phase One		
2.3.2.1	Interpretive Planning	\$ _____
2.3.2.1	Concept Design	\$ _____
2.3.2.1	Design Development	\$ _____
2.3.2.1	Working Drawings	\$ _____
Total Fee for Phase One		\$ _____
Phase Two		
2.3.2.1	Fabrication	\$ _____
2.3.2.1	Installation	\$ _____
2.3.2.1	Close-out	\$ _____
Total Fee for Phase Two		\$ _____
Phase Two allocation is a minimum of \$315,000		
Fees shall include all cost for labor, materials, equipment, facilities, travel, per diem, applicable taxes, and all appurtenances necessary to complete the Project.		
Total Cost Proposal		\$ _____
Project allocation is \$425,000 Cost Proposal exceeding allocation shall be considered non-responsive		

ATTACHMENT A.5 PROPOSER REFERENCES

Submission of this information is mandatory. Failure to submit this information with your Proposal will cause your Proposal to be rejected and deemed non-responsive. You are not required to use this form. However, if you choose to submit the information in a different format, it must include the elements below.

List three (3) references, for services performed similar to the scope of work to be performed under this Agreement. Proposer is responsible for ensuring that contact telephone numbers are current and accurate; incorrect or non-operable telephone numbers shall not be considered as meeting this minimum requirement.

REFERENCE 1

Name of Firm			
Street Address			
City	State	Country	Zip Code
Contact Person		Title	
E-mail Address		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address			
City	State	Country	Zip Code
Contact Person		Title	
E-mail Address		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address			
City	State	Country	Zip Code
Contact Person		Title	
E-mail Address		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT A.6

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Disabled Veteran Business Enterprise (DVBE) Notice

DVBE Participation Requirement and Incentive for Request for Proposal (RFP), Secondary Method

Bidder's attention is directed to the Disabled Veteran Business Enterprise (DVBE) Participation Requirement for bidders, as outlined in the accompanying bid package.

In order to be responsive and eligible for award of the contract, bidder must attain the prescribed goals for the DVBE participation.

**The DVBE Participation Requirement
for this solicitation is 6%.**

**Failure to fulfill the DVBE requirement will render
your bid non-responsive.**

It is essential that you commence the required participation process immediately, to allow adequate response time for potential DVBE participants.

The DVBE participation requirement is mandatory by state law, whether you are conducting business as an individual, partnership or corporation.

IMMEDIATE ACTION REQUIRED

What is a Disabled Veteran Business Enterprise (DVBE)?

For a business to be considered a Disabled Veteran Business Enterprise (DVBE), they must be certified with the State of California - Department of General Services in accordance with California Code of Regulations, Title 2, Section 1896.94. Please see the following website for more information about DVBE certification benefits and eligibility requirements: <http://www.pd.dgs.ca.gov/smbus/dvbecert.com>.

Only DVBEs who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE participation and/or incentive program requirements.

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than is expected by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

What is the DVBE participation requirement?

6% DVBE participation is required for this solicitation. A DVBE incentive will be given to bidders who provide DVBE participation above 6%. All bidders must meet the full participation requirement based on the total bid amount in order to be considered a responsive bidder.

PLEASE NOTE: *If, for this agreement, a contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) the contractor must certify in a report to the awarding department:*

- *the total amount the prime contractor received under the contract*
- *the name and address of the DVBE(s) that participated in the performance of the contract*
- *the amount each DVBE received from the prime contractor*
- *that all payments under the contract have been made to the DVBE(s)*
- *the actual percentage of DVBE participation that was achieved*

You will be required to report to DPR the actual dollars spent with each DVBE subcontractor on DPR 489. If awarded the contract you will receive this form at the completion of the contract. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d))

What is the DVBE Incentive Program?

The DVBE Incentive Program was established by statute and applies to contracts solely financed by State funds. This program is separate from the DVBE Participation Program. The incentive is designed to encourage bidders to partner with DVBE subcontractors.

The incentive may be combined with other incentives and preferences up to an established cap of \$100,000.00. **The incentive is used only for evaluation purposes and does not alter the amounts of the actual bids.**

Who is eligible to receive the incentive?

Any responsive bidder who has attained more than the required amount (6%) of DVBE participation per the solicitation instructions.

Documentation

To be considered a responsive bidder, bidders must document at least 6% DVBE participation commitment by completing and submitting the following forms:

- DPR 486, Bidder's DVBE Participation
- STD. 843, DVBE Declarations

DPR 486, Bidder's DVBE Participation: The DPR 486 is used to document the proposed prime contractor and subcontractors, including their roles and responsibilities. The form must be submitted with the bid package.

STD. 843, DVBE Declarations: All disabled veteran owners and disabled veteran managers of the DVBE must complete the form and submit it with the bid package. A STD. 843 needs to be submitted by every DVBE supplier who is part of a bid whether they are the prime or a sub.

Bids that fail to submit the completed required forms to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive and may be declared unresponsive due to DVBE participation requirements. Clerical and typographical errors on these forms may be corrected at the State's sole discretion.

Information submitted by the bidders to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

How does the DVBE Incentive Program Work?

The DVBE incentive is used only for evaluation purposes to determine the successful bidder and does not alter the amounts of the actual bids. A dollar cap of \$100,000.00 is set for all combined incentives and preferences.

For contracts to be awarded based on the High Score Method, incentive points are included in the sum of non-cost points. Incentive points cannot be used to achieve any applicable minimum point requirements. The Computation Method does not include the small business preference; however, the small business preference may be applied and may affect the application of the incentive and the outcome of the ranking.

Table A – RFP Secondary (aka High Score) Method

Confirmed DVBE Participation of	DVBE Incentive Amount for RFP Secondary Method
10% or more	5% of total possible points (aka high score)
9% - 9.99%	4% of total possible points (aka high score)
8% - 8.99%	3% of total possible points (aka high score)
7% - 7.99%	2% of total possible points (aka high score)
6.01% - 6.99%	1% of total possible points (aka high score)

Computation Method

Secondary/High Score Method

Proposer Name	A	B	C
DVBE Participation for certified DVBE Prime or Subcontractors	3%	7%	10%
Responsive and Responsible	NO	Yes	Yes
Technical Proposal (70 points maximum)	unresponsive	55	68
Cost Proposal (30 points maximum)	unresponsive	30	26
DVBE Incentive (from Table A)	n/a	2%	5%
Incentive Amount (Proposer's DVBE Incentive x total possible points)	n/a	2 (2% x 100)	5 (5% x 100)
Adjusted Score (Proposer's Score + Proposer's Incentive Amount)	unresponsive	87 (85 + 2)	99 (94 + 5)
Rank:	unresponsive	2	1

Substitution of Proposed DVBE

- If awarded the contract, the DVBE subcontractors and/or contractors proposed by bidder must be used unless prior written notice of substitution is provided to the state and the state approves such substitution.
- The notice must include a minimum of: (1) a written explanation of the reason for the substitution; and (2) an updated DPR 486 must be submitted to the award office of Department of Parks and Recreation. The substitution request must be approved before the substitution can take place.
- Failure to adhere to at least the DVBE participation proposed by the successful bidder may be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract.

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

To locate DVBE contractors:

Contact the department's contracting official named in this solicitation for any DVBE contractors who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE contractors for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance – www.parks.ca.gov/advocate.

Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at <http://www.bidsync.com/DPXBisCASB>. Search by "Keywords" or United Nations Standard Products and Services Codes (UNSPSC), that apply to the elements of work you want to subcontract to a DVBE.

Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov (View CSCR Ads).

The State of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also certifies DVBE contractors. For more information, please contact OSDS to find out more:

The State of California
Department of General Services
Office of Small Business and DVBE Services
707 Third Street, First Floor – Room 400
West Sacramento, CA 95605

www.pd.dgs.ca.gov/smbus
Receptionist: (916) 375-4940
24-hour recording: (916) 322-5060
FAX: (916) 375-4950
OSDCHelp@dgs.ca.gov

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
DVBE Documentation Checklist**

The State of California acknowledges the service and sacrifice of its disabled veterans, in part, through the "Disabled Veteran Business Enterprise (DVBE) Participation Program." As mandated by law, state agencies have a goal to award at least 3% of their annual contract dollars to certified DVBE's.

When a firm bids on a state DPR contract that contains DVBE participation, the the dollar amount of **the bid must meet the 6% participation requirement** set by DPR.

PLEASE NOTE: *INCOMPLETE DOCUMENTATION (DPR 486 AND STD. 843) **MUST** RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN THE SELECTION PROCESS FOR THE CONTRACT.*

The following checklist is provided to assist bidders with their DVBE participation documentation:

DPR 486 - Part 1

- ☐ The 6% DVBE participation goal is attaing and indicated.
- ☐ The names of each participating DVBE company is listed with the dollar value and applied percentage of the bid.
- ☐ A copy of the printout from eProcurement system showing the company's DVBE certification status.
- ☐ The DVBE participation percentage listed agrees with the dollar value claimed.

DPR 486 - Part 2

- ☐ Signed "Bidder's Certification"

STD. 843

- ☐ A completed and signed STD. 843 is included with the bid for every DVBE (whether prime or sub) included.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 11/2005)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

PO/Contract Description (materials/supplies/services/equipment): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____
(FOR STATE USE ONLY)**SECTION 2****APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager)_____
(Signature of DV Owner/ Manager)_____
(Date Signed)_____
(Printed Name of DV Owner/Manager)_____
(Signature of DV Owner/Manager)_____
(Date Signed)Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name)_____
(Signature)_____
(Date Signed)_____
(Address of Owner)_____
(Telephone Number of Owner)_____
(Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager)_____
(Signature of DV Manager)_____
(Date Signed)

BIDDER'S DVBE PARTICIPATION

PART 1 — SUMMARY OF DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION

COMPLETION INSTRUCTIONS

COMPANY INFORMATION: List the information (**Company Name, Contact information**) of subcontractor(s) and supplier(s) proposed for DVBE. If prime contractor is a DVBE, the name must be listed for participation.

CONTRACTING WITH: Show the name of the department or company with which the company listed is contracting.

NATURE OF WORK: Identify the proposed work (or materials or equipment) to be provided.

DVBE CERTIFICATION NO.: Provide the DVBE Certification Number assigned to company.

TIER: Bidder may count toward its participation goal the dollar value of work and supplies to be obtained by its primary subcontractors and suppliers from DVBE firms as second and third level tier subcontractors/suppliers. Contracting tier should be indicated with the following designations:

- DVBE company listed for participation.
- 0 = Prime or Joint Contractor
- 1 = Primary Subcontractor or Supplier
- 2 = Subcontractor/Supplier of Level 1 Subcontractor/Supplier
- 3 = Subcontractor/Supplier of Level 2 Subcontractor/Supplier

DOLLAR VALUE: The dollar amount of the bid to be performed by the listed company's own forces.

PERCENTAGE OF BID: The percentage of the total bid amount the dollar value represents.

PRINT OUT: In order to claim DVBE participation credit, a printout from the eProcurement system showing their supplier ID and the status of their certification must be furnished with the bidder's bid or upon the signing of contract documents. Check mark if a copy of the printout is included.

COMPANY INFORMATION						
COMPANY NAME	CONTRACTING WITH	NATURE OF WORK			PRINT-OUT	
1	CONTACT ()	DVBE CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF BID	☐
COMPANY NAME	CONTRACTING WITH	NATURE OF WORK			PRINT-OUT	
2	CONTACT ()	DVBE CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF BID	☐
COMPANY NAME	CONTRACTING WITH	NATURE OF WORK			PRINT-OUT	
3	CONTACT ()	DVBE CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF BID	☐
COMPANY NAME	CONTRACTING WITH	NATURE OF WORK			PRINT-OUT	
4	CONTACT ()	DVBE CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF BID	☐

PART 2 — BIDDER'S CERTIFICATION

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certificate.

BIDDING COMPANY'S NAME

SOLICITATION NUMBER

SIGNATURE

PRINTED NAME

DATE

TITLE (e.g. BUSINESS OWNER/CHIEF EXECUTIVE OFFICER, ETC.)

ATTACHMENT B

Proposers' Information

B.1 Small Business Notice

**B.2 Business and Travel – Subsistence Allowance
(California Code of Regulations, Title 2,
Section 599.619)**

ATTACHMENT B.1

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Small Business (SB) Notice

5% Small Business Preference

What is a California Certified Small Business (SB)?

For a business to be considered a Small Business (SB), they must be certified with the State of California - Department of General Services in accordance with California Code of Regulations, Title 2, Section 1896.94.

Your business may be eligible if it meets all of the following:

- Must be independently owned and operated.
- Cannot be dominant in its field of operation.
- Must have its principal office located in California.
- Must have its owners (or officers in the case of a corporation) domiciled in California.
- Together with its affiliates, be either:
 - ° A business with 100 or fewer employees, and an average annual gross receipts of \$14 million or less over the previous three tax years, or
 - ° A manufacturer with 100 or fewer employees.
- Microbusiness: A small business will automatically be designated as a microbusiness if gross annual receipts, together with all affiliates, are less than \$3,500,000 or, the small business is a manufacturer with 25 or fewer employees.

Please see the following website for more information about SB certification benefits and eligibility requirements: <http://www.pd.dgs.ca.gov/smbus/sbcert.htm>

What is the SB Preference?

State law allows certified small business (SB) and microbusiness (MB) firms to receive a 5% bidding preference on applicable state solicitations. The 5% preference is also available for non-certified businesses who subcontract 25% of contract amount with a certified SB/MB.

The effect of the preference is to help SBs/MBs be more competitive in the bid process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount.

<http://www.pd.dgs.ca.gov/smbus/sbpref.htm>

In no event shall the SB preference or non-SB subcontracting preference exceed \$50,000 in any single bid.

How does the 5% Small Business Preference Work?

The following example shows how the 5% preference computation works, and how it is used to determine a successful bidder.

Bidder	Bid Amount	Bid After 5% Preference	Small Business Status
1	\$30,750	\$30,750	Claims small business status, but is not CA certified
2	\$28,975	\$28,975	Does not claim to be a small business
3	\$29,520	\$29,520	Claims small business status, but their CA certification has expired
4	\$29,870	\$28,421	Claims small business and <i>is</i> CA Certified

Computation Method

Five percent is applied to the lowest (non-certified small business) responsible bid ([Bidder 2] \$28,975 x .05 = \$1448.75).

The preference amount (\$1,448.75) is subtracted from the certified small business (Bidder 4's) bid amount (\$29,870 - \$1,448.75 = \$28,421.25).

Bidder 4's computed total is \$28,421.25, making them the lowest bidder.

The contract is awarded to Bidder 4 for \$29,870.

NOTE: *The 5% preference is used only for computation purposes to determine the successful bidder and does not alter the amounts of the actual bids .*

Documentation

Please provide a printout from the eProcurement website showing your certification and expiration date.
<https://www.bidsync.com/DPXBisCASB>

If a non-certified firm is claiming the SB Preference based on subcontracting at least 25% of the contract to a certified SB/MB, you must include a complete DPR 85 with your bid.

Information submitted by the bidders to claim the SB Preference will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

To locate SB/MB contractors:

Contact the department's contracting official named in this solicitation for any SB/MB contractors who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify SB/MB contractors for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance – www.parks.ca.gov/advocate.

Access the list of all certified SB/MBs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at <http://www.bidsync.com/DPXBisCASB>. Search by "Keywords" or United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a SB/MB.

Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov (View CSCR Ads).

The State of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also certifies SB/MB contractors. For more information, please contact OSDS to find out more:

The State of California
Department of General Services
Office of Small Business and DVBE Services
707 Third Street, First Floor – Room 400
West Sacramento, CA 95605

www.pd.dgs.ca.gov/smbus
Receptionist: (916) 375-4940
24-hour recording: (916) 322-5060
FAX: (916) 375-4950
OSDCHelp@dgs.ca.gov

SMALL BUSINESS SUBCONTRACTOR PARTICIPATION WORKSHEET

Non-small business contractors can receive a 5% Small Business Preference based on subcontracting their work to Certified Small Businesses. To receive the Small Business Preference contractors must subcontract a minimum of 25% of the total monetary amount of their bid to Certified Small Businesses.

CONTRACTOR NAME	DATE
-----------------	------

COMPLETION INSTRUCTIONS

COMPANY NAME: List the names of the subcontractors and suppliers proposed for the 25% Small Business (SB) subcontractor participation.

CONTRACTING WITH: Enter the name of the company with which the company listed is contracting.

NATURE OF WORK: Identify the proposed work (or materials or equipment) to be provided.

TIER: The Bidder may count toward its 25% Small Business participation goal the dollar value of work and supplies to be obtained by its primary subcontractors and suppliers from SB subcontractor firms as second and third level tier subcontractors/suppliers. Using the following codes, indicate the contracting tier for each SB company listed for participation:

0 = Prime or Joint Contractor

1 = Primary Subcontractor or Supplier

2 = Subcontractor/Supplier of Level 1 Subcontractor/Supplier

3 = Subcontractor/Supplier of Level 2 Subcontractor/Supplier

DOLLAR VALUE: Enter the dollar amount of the bid to be performed by the listed company's own forces.

PERCENTAGE OF BID: Enter the percentage of the total bid amount the dollar value represents.

CERTIFICATION: In order to claim the 25% Small Business participation credit, a printout from the Office of Small Business and DVBE Services (OSDS) website for each SB listed for participation must be furnished with the bidder's bid. Check the appropriate column below if a printout from the OSDS website is attached. If a printout is not included, the State will verify certification via the internet to facilitate the contract award.

COMPANY NAME	CONTRACTING WITH	NATURE OF WORK	TIER	DOLLAR VALUE	% OF BID	CERT. ATTACHED
						☐
						☐
						☐
						☐
						☐
						☐
						☐

Total Small Business Subcontractor Dollar Value

Total Amount of Bid

TOTAL % OF BID FOR ALL SMALL BUSINESS SUBCONTRACTORS

ATTACHMENT B.2

BUSINESS AND TRAVEL - SUBSISTENCE ALLOWANCE

(California Code of Regulations, Title 2, Section 599.619, Subsistence Allowance-Excluded Employees)

Section 599.619. Reimbursement for Meals and Lodging--Excluded Employees.

The employee on travel status shall be reimbursed actual expenses for receipted lodging, and for meals and incidentals as provided in this section, unless directed to travel under the provisions of 599.624.1. Lodging and/or meals provided by the state or included in hotel expenses or conference fees, or in transportation costs such as airline tickets, or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts, such as rolls, juice and coffee, are not considered to be meals. The circumstances of travel will determine the rate allowed.

(a) Short-term Travel. Reimbursement for short-term subsistence will be authorized only when the traveler incurs expenses arising from the use of reasonable, moderately priced commercial lodging and meal establishments, such as hotels, motels, bed and breakfast inns, campgrounds, restaurants, cafes, diners, etc. that cater to the general public. Employees who stay with friends or relatives may claim meals only in accordance with the rates and time frames set forth below. Lodging receipts are required. The short-term rate is intended for trips of such duration that weekly or monthly rates are not obtainable and will be discontinued after the 30th consecutive day assigned to one location unless an extension has been previously documented and approved by the appointing power. In extending short term travel, the appointing power shall consider the expected remaining length of the travel assignment.

(1) In computing reimbursement for continuous short term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows.

(A) On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6am: breakfast may be claimed on the first day

Trip begins at or before 11am: lunch may be claimed on the first day

Trip begins at or before 5pm: dinner may be claimed on the first day

(B) On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8am: breakfast may be claimed

Trip ends at or after 2pm: lunch may be claimed

Trip ends at or after 7pm: dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24 hour period.

(C) Reimbursement shall be for actual expenses only, subject to the following maximum rates:

Meals:

Breakfast \$ 6.00

Lunch \$ 10.00

Dinner \$ 18.00

Incidentals \$ 6.00

Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of actual expense. The term incidentals includes but is not limited to expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the costs of telegrams or telephone calls.

Lodging:

Statewide, with receipts . . . Actual up to \$84.00 plus tax

When employees are required to do business and obtain lodging in the Counties of Los Angeles and San Diego.

. . . Actual lodging up to \$110.00 plus tax

When employees are required to do business and obtain lodging in the Counties of Alameda, San Francisco, San Mateo and Santa Clara. . . . actual lodging up to \$140 plus tax.

If lodging receipts are not submitted, reimbursement will be for actual expenses for meals/incidentals only at the rates and time frames set forth in this section.

(2) In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in (C) above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following timeframes:

Travel begins at or before 6 a.m. and ends at or after 9 a.m: Breakfast may be claimed.

Travel begins at or before 4 p.m. and ends at or after 7 p.m: Dinner may be claimed.

If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed.

No lunch or incidentals may be reimbursed on travel of less than 24 hours.

(b) Long-term Travel. Reimbursement for long-term meals and receipted lodging will be authorized when the traveler incurs expenses in one location comparable to those arising from the use of commercial establishments catering to the long-term visitor. Meals and/or lodging provided by the state shall not be claimed for reimbursement. With approval of the appointing power and upon meeting the criteria in (3) below, an employee on long-term field assignment who is living at the long term location may claim either:

(1) \$24.00 for meals and incidentals and up to \$24.00 for receipted lodging for travel of 12 hours up to 24 hours; either \$24.00 for meals or up to \$24.00 for receipted lodging for travel less than 12 hours, or

(2) Reimbursement for actual individual expense, substantiated by receipts, for lodging, utility gas and electricity, up to a maximum of \$1130 per calendar month while on the long term assignment, and \$10.00 for meals and incidentals, without receipts, for each period of 12 to 24 hours; \$5.00 for meals and incidentals for periods of less than 12 hours at the long term location

(3) To claim expenses under either (1) or (2) above the employee must meet the following criteria:

(A) The employee continues to maintain a permanent residence at the primary headquarters and

(B) The permanent residence is occupied by employee's dependents, or

(C) The permanent residence is maintained at a net expense to the employee exceeding \$200 per month.

(D) The employee must submit substantiating evidence of these conditions to the appointing power in accordance with its requirements.

(4) Employees who do not meet the criteria to claim (1) or (2) above may claim \$12.00 for meals and incidentals and \$12.00 for receipted lodging for every 12 to 24 hours at the long term location; \$12 for meals OR \$12 receipted lodging for periods of less than 12 hours at the long term location. (5) With approval of the appointing power, the reimbursement of long term lodging may continue when the employee is away from the long term location on short term business travel or other absences from that location as approved by the appointing authority.

(c) Out-of-State Travel. Out-of-state travel is any travel outside the State of California for the purpose of conducting business outside the State of California. For short-term out-of-state travel, employees will be reimbursed for actual lodging expenses, supported by a receipt, and will be reimbursed for meal and incidental expenses as defined in Section 599.619 (a). Failure to furnish lodging receipts will limit reimbursement to meals only at the rates specified in (a). Long-term out-of-state travel will be reimbursed according to Section 599.619 (c).

(d) Out-of-Country Travel. For short-term out-of-country travel, employees will be reimbursed for actual lodging expenses, supported by a receipt, and will be reimbursed for actual meal and incidental expenses subject to maximum rates in accordance with the published Government meal and incidental rates for foreign travel for the dates of travel. Failure to furnish lodging receipts will limit reimbursement to meals only in accordance with the published Government meal and incidental rates for foreign travel. Long-term out-of country travel will be reimbursed according to Section 599.619 (a) through (c).

(e) Exceptions to reimburse in excess of the maximum lodging rate cited in (a) of this rule may be granted by the Appointing Power only in an emergency, or when there is no lodging available at the State maximum rate or when it is cost effective. The Appointing Power shall document the reasons for each exception and shall keep this documentation on file for three calendar years from the date of the exception.

NOTE: Authority cited: Sections 3539.5, 19815.4(d), 19816 and 19820, Government Code. Reference: Sections 3527(b) and 11030, Government Code.

ATTACHMENT C

SAMPLE AGREEMENT FORMS

- C.1 Standard Agreement – STD. 213, with**
Exhibit A – Scope of Work (DPR 603)
Exhibit B – Budget Detail and Payment Provisions (DPR 604)
Exhibit C – General Terms and Conditions (GTC 307 and
CCC 307) (incorporated by reference; may be viewed and
downloaded at www.ols.dgs.ca.gov/Standard+Language)
Exhibit D – Services, Special Terms and Conditions
(DPR 605S)

Following is a sample of the Agreement that shall be executed by the successful Proposer upon award, if any.

DPR does not accept any alternative language to the Agreement.

Review carefully and present any questions in writing.

ATTACHMENT C.1

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)(CA ST PKS, EXCEL 10/20/2004)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work page(s)

Exhibit B - Budget Detail and Payment Provisions page(s)

Exhibit C* - General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:

☐
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E - Additional Provisions pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General
Services Use Only

☐ Exempt per:

Contractor's Name:

Agreement Number:

Page: 1 1

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Parks and Recreation (DPR) _____ services as described herein:

SAMPLE

2. The services shall be performed at:

3. The services shall be provided during:

4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	
Section/Unit:		Section/Unit:	
Attention:		Attention:	
Address:		Address:	
City/State/Zip Code:		City/State/Zip Code:	
Phone:		Phone:	
Fax:		Fax:	

Contractor's Name:

Agreement Number:

Page: 1 of 1

**EXHIBIT B
(Standard Agreement)**

SAMPLE

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in _____, marked "Exhibit B, Attachment I", which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:
- State's Representative
Department of Parks and Recreation
One Capitol Mall, Suite 410
Sacramento, California 95814
- Ten percent (10%) of each progress payment will be withheld pending satisfactory completion of all work under the contract.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

Contractor's Name:

Agreement Number:

Page: 1 of 4

**EXHIBIT D — SERVICES
(Standard Agreement)**

SAMPLE

SPECIAL TERMS AND CONDITIONS

1. Insurance Requirements

When Contractor submits a signed agreement to State, Contractor shall furnish to State a Certificate of Insurance in compliance with the following requirements:

A. Policy

The Certificate of Insurance shall: (a) be in a form acceptable to State; (b) be written by an insurer acceptable to State; (c) be maintained at Contractor's sole expense; (d) be in full force for the complete term of the agreement; (e) be primary, and not in excess to any insurance carried by State; (f) be furnished to State within fifteen (15) days, upon request.

B. Coverage *(Additional coverage beyond the following, when required, shall be identified through an attachment to this exhibit.)*

General Liability Insurance: Contractor shall procure commercial general liability insurance covering bodily injury, property damage, and personal injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to Contractor's limits of liability.

Motor Vehicle Liability Insurance: Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Worker's Compensation and Employer's Liability Insurance: Contractor shall maintain statutory worker's compensation and employer's liability insurance for all of Contractor's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

C. Endorsements *(The following endorsements must appear on the Certificate of Insurance.)*

Cancellation: That the insurer will not cancel the insured's coverage without 30 days prior written notice to State, except in the case of cancellation for nonpayment of premiums, in which instance insurer shall give State ten (10) days written notice prior to the effective date of the cancellation.

Additional Insured: That the State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this agreement are concerned.

Premiums: That the State will not be responsible for any premiums or assessment on the policy.

D. Contractor's Additional Responsibilities

Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

EXHIBIT D — SERVICES
(Standard Agreement)

Contractor's Name:

Agreement Number:

Page: 2 of 4

Contractor shall ensure that all subcontractors procure insurance meeting the requirements of these provisions.

Upon State's request, Contractor shall provide copies of its Worker's Compensation and Employer's Liability Insurance.

Concurrent with the execution of this agreement, Contractor shall provide to State evidence that the insurance required to be carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. At State's discretion, such evidence shall be the appropriate ACORD Form (Certificate of Insurance) or a certified copy of the original policy, including all endorsements.

Upon notification by State of receipt of a notice of cancellation, expiration, or any reduction in coverage, or if the insurer commences proceeding or has proceeding commenced against it, indicating the insurer is insolvent, Contractor shall provide to State evidence of replacement policy at least ten (10) working days prior to the effective date of such cancellation, expiration, or reduction in coverage.

E. Insurance Companies

Insurance companies issuing any of the policies required by these provisions shall have a rating classification of "B" or better and a financial size category rating of "VII" or better according to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires State approval.

All insurance companies issuing any of the policies required by these provisions shall be licensed to do business in the State of California.

F. State Remedies

Should Contractor fail to keep the insurance required to be carried by these provisions in full force and effect at all times, State may in addition to any other remedies State has, terminate this agreement immediately and all payments due or that become due will be withheld until notice is received by State that such insurance has been restored or replaced to full force and effect and that the premiums therefore have been paid to cover a period of time satisfactory to State.

2. Licenses and Permits

Contractor shall be an individual or firm licensed to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this agreement.

If Contractor is located within the State of California, a business license from the city/county in which it is headquartered is necessary; however, if Contractor is a corporation, a copy of the incorporation documents/letter from the Secretary of State's Office can be submitted. If Contractor is located outside the State of California, Contractor shall submit to State a copy of the business license or incorporation papers for the respective state showing that the company is in good standing within that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this agreement, Contractor agrees to provide State with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

**EXHIBIT D — SERVICES
(Standard Agreement)**

Contractor's Name:

Agreement Number:

Page: 3 of 4

SAMPLE

3. Disputes

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

4. Termination for Convenience

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

5. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

6. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

7. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons

**EXHIBIT D — SERVICES
(Standard Agreement)**

Contractor's Name:

Agreement Number:

Page: 4 of 4

directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

8. **Excise Tax** *(Solely applicable to certain specified goods or articles manufactured or produced in the Philippines for domestic sale or consumption or for any other disposition and to things imported in to the Philippines.)*

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales and use tax imposed by another state.

9. **Priority Hiring Considerations for Contracts with a Value of \$200,000**

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

10. **Intellectual Property**

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

SAMPLE