



**REQUEST FOR PROPOSALS
FOR
LA PURISIMA MISSION STATE HISTORIC PARK
Interpretive Center Exhibit Artwork
Proposals Due: March 1, 2007**

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
Acquisition and Development
Sacramento, California**

DEPARTMENT OF PARKS AND RECREATION

SMALL BUSINESS NOTICE

Your business may now qualify for "Small Business" Certification with the State of California!

On January 1, 1999, the legal definition of "small business" changed, making it possible for more small businesses to qualify for this valuable certification.

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

- Annual receipts averaging \$10 million or less over the previous three years?
(Note: manufacturers do not have to meet this criteria)
- One hundred or fewer employees?
- Is your firm's principal office located in California, and its owners and officers living in California?
- Is it independently owned and operated?

The State of California Department of General Services, Small Business and DVBE Certification (OSBDC) offers many services that assist both contracting state agencies and contractors/business owners with a variety of information designed to streamline the state contracting process. For example, certified Small Businesses (SB) and Disabled Veteran Business Enterprises (DVBEs) are now listed at no charge on OSBDC's website so state contracting officials can easily contact them to verify certification status and to develop referral lists for use by contractors bidding on state contracts.

Please note most DVBEs also qualify for "Small Business" certification.

On the OSBDC website, the California State Contracts Register (CSCR) electronically announces contracting opportunities daily. One of many new services available to all businesses, the Subscription Outreach Service (SOS), sends firms notices (fax or e-mail) of California government contracting opportunities that match the services and products they provide. Contractors are able to complete a "profile" of their business, and OSBDC forwards contracting opportunities that fit the contractor's specific profile. Please check out this and many other services in greater detail on OSBDC's website: <http://www.dgs.ca.gov/osbdc>.

The Department of Parks and Recreation (DPR) welcomes all its contractors and suppliers as business partners and thanks them for supporting its mission to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation. DPR's mission is further enhanced by the goods and services you provide.

What is the Small Business Preference?

A five (5%) percent preference will be granted to the bidder properly approved as "Small Business" in accordance with Title 2, California Code of Regulations, Section 1896, et seq. A small business firm must have an approved certification form (STD 813) on file with the Department of General Services, Small Business and DVBE Certification, 707 Third Street, First Floor - Room 400, West Sacramento, CA 95605, by 5:00 p.m. on the bid opening date.

Small Business Notice
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To assist the Department in a timely evaluation of bids received, any bidder requesting the small business preference is encouraged to submit with the bid a copy of his/her small business certification approval letter from OSBDC.

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 Preference	Small Business Status
1	\$30,750	\$30,750	Claims small business status, but <i>is not</i> OSBDC-certified.
2	\$28,975	\$28,975	Does not claim to be small business.
3	\$29,520	\$29,520	Claims small business status, but <i>is not</i> OSBDC-certified.
4	\$29,870	\$28,421	Claims small business status and <i>is</i> OSBDC-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.

Notes: The five percent bid preference **does not apply** when the certified small business is the lowest bidder. Also, the 5% preference is used only for computation purposes to determine the successful bidder and **does not alter the amounts of the actual bids**.

Contact OSBCR to find out more:

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

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

Revised 5/7/02

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- A. State's Standard Agreement, STD. 213 (SAMPLE)
 - Exhibit A, Scope of Work (SAMPLE)
 - Exhibit B, Budget Detail and Payment Provisions (SAMPLE)
 - Exhibit C, General Terms and Conditions (incorporated by reference, may be viewed and downloaded via www.ols.dgs.ca.gov/Standard+Language)
 - Exhibit D, Special Terms and Conditions (SAMPLE)
 - Exhibit E, Consulting Services, Additional Provisions (SAMPLE)
- B. Business and Travel - Subsistence Allowance
(California Code of Regulations, Title 2, Section 599.619)
- C. Proposal Evaluation Form (SAMPLE)
- D. Required Attachment Checklist
- E. Pre-existing Exhibit Designs (19 Sheets)

REQUEST FOR PROPOSALS

LA PURISIMA MISSION STATE HISTORIC PARK Interpretive Center Exhibit Artwork

SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The State of California, Department of Parks and Recreation (DPR) is seeking a firm or individual to provide researched, documented, historically accurate, ethnographically correct and culturally sensitive finished reproducible artwork for use in numerous exhibits in the La Purisima Mission State Historic Park Visitor Center. Please see Section 2, Work Statement, for a complete description of objectives and deliverables.

1.2 ISSUING OFFICE

This RFP is issued by the Department of Parks and Recreation, Acquisition and Development. This office is the sole point of contact in the state for the purpose of discussion regarding this RFP. Proposers may obtain a copy of this RFP and addendums, if any, by downloading it from the California State Contracts Register at www.cscr.dgs.ca.gov/cscr/.

1.3 RESPONSE DEADLINE

Sealed proposals will be accepted up to 2:00 p.m., March 1, 2007 at the following address:

Department of Parks and Recreation
Northern Service Center
One Capitol Mall, Suite 500
Sacramento, California 95814
Attn: Shelly Asbury
LA PURISIMA MISSION STATE HISTORIC PARK
Interpretive Center Exhibit Artwork

(to ship via overnight services, use Suite 410)

1.4 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn at any time prior to the time set for receipt of proposals, provided that a request for withdrawal is submitted by the proposer or a duly authorized representative of the proposer, and filed with the State. The withdrawal of a proposal shall not prejudice the right of the proposer to submit a new proposal prior to the time set forth herein above.

1.5 REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP, if it determines such action is in the best interests of the State. The State may reject any proposal if it is conditional, incomplete, or if it contains any irregularities.

1.6 DISCLOSURE OF PROPOSAL CONTENTS

All proposers' responses and cost information shall remain undisclosed until a successful firm is identified or, if all proposals are rejected, after rejection of all such proposals; following that date all proposals shall be subject to review during normal business hours.

1.7 AWARD OF CONTRACT

State shall endeavor to make the contract award resulting from this RFP, if an award is made, within thirty (30) calendar days of deadline for receipt of proposals, and after posting a public Notice of Intent to Award. The Notice of Intent to Award will be posted in the State's contracting office for five (5) working days prior to award, in accordance with Public Contract Code 10345. The contract, if awarded, shall be subject to approval by State's control agency, and shall not be binding on the State or contractor until approved by such agency.

1.8 CONTRACT

The successful contractor will be required to execute a contractual agreement in the form of a STD. 213, Standard Agreement (Attachment A to this RFP) which shall include the contract terms and conditions of this RFP and the successful contractor's proposal. Contractor shall execute the required number of copies of the contract documents and return them within seven (7) calendar days, after the Contractor has received written notice that he/she is the lowest responsible bidder.

1.9 ADDENDA TO RFP

- A. The State reserves the right to amend the RFP prior to the final date of proposal submission. Notice of such amendments, if any, will be in the form of written addenda and will be available via the California State Contracts Register at www.cscr.dgs.ca.gov/cscr/. All proposers are responsible to inquire as to addenda issued. All addenda become part of the RFP.
- B. If the proposing firm fails to notify the State of an error in the RFP known to the firm, or an error that reasonably should have been known to the firm, the firm shall submit a proposal at the firm's own risk; and if awarded the contract, the firm shall not be entitled to additional compensation or time by reason of the error or its later correction.
- C. All questions concerning this RFP and the selection process shall be submitted in writing on or before 2 p.m., day, February 21, 2007 by:

- fax to (916) 445-9027; or
- e-mail (plans_counter@parks.ca.gov); or
- mail to the address below.

Department of Parks and Recreation
Acquisition and Development
One Capitol Mall, Suite 500
Sacramento, California 95814
Attention: Shelly Asbury

Questions will not be taken or answered verbally and any questions submitted after 2 p.m. Pacific Daylight Time, February 21, 2007, will not be answered.

1.10 BUDGET

All proposals shall be prepared by the bidder at no cost or obligation to the State. For the period of the contract expected to ensue after selection of the successful proposal, a maximum amount available will be \$35,000.00. Any proposal exceeding this amount shall not be accepted.

SECTION 2 - WORK STATEMENT

2.1 INTRODUCTION

This project shall provide artwork for use in numerous exhibits in the La Purisima Mission State Historic Park Visitor Center. This project is part of a larger capital improvement project which funded the construction of a new visitor center, improved parking and visitor access in the park.

Misión la Purisima Concepción de María Santísima (The Mission of the Immaculate Conception of Most Holy Mary) was founded in 1787. It was the 11th of 21 Franciscan Missions established in Alta California. In 1834 the Mexican government transferred control of the missions from the Catholic Church to civil authorities. The property passed into private ownership and many of the mission buildings fell into ruin. In 1933, the Union Oil Company deeded several parcels, including the La Purisima Mission to the State of California. During the 1930s-40s the Civilian Conservation Corps restored or reconstructed many of the mission's adobe buildings. Today, La Purisima Mission State Historic Park is considered to be the most completely restored mission in California, with ten of the original buildings fully restored and furnished, including the church, shops, quarters, and blacksmith shop.

La Purisima Mission State Historic Park (SHP) is located about two miles northeast of Lompoc, California.

The Visitor Center was completed in 2004 and will be the primary starting point for tours of the Mission complex. Exhibits throughout the center will give visitors an overview of the Mission site's history, from its use by Native peoples prior to European contact, the period of Spanish colonization and the establishment of the Catholic Mission, the Mexican period and secularization of the Mission's land, accession by the United States, the deterioration of the Mission and its subsequent re-construction by the Civilian Conservation Corp. Exhibits will depict each of the groups that have played a part in the Mission's long history. Chumash and Tongva Indians, Spanish missionaries, soldiers and workers, Mexican and Californio ranchers and settlers, American soldiers, pioneers and CCC workers. Each of these groups will be portrayed by the use of full size historically accurate cut-out figures set against background murals depicting aspects of Mission activities.

2.2 PROJECT OBJECTIVES

The primary objective of this project is to develop inviting, engaging exhibits that help visitors enjoy learning about Mission La Purisima. The use of detailed, realistic cut-out figures and murals will help establish a bond between the visitor and people from the Mission's culturally rich past.

Desired Approach

The State seeks a team approach in the development of concepts for the artwork. Working from existing State supplied exhibit designs detailing the overall size and

location of each exhibit, the contractor shall develop conceptual sketches for each figure and background. The State will require research and documentation to assure the historical accuracy of artwork produced during the course of this project. The State will provide access to its resources, when they are available, but responsibility for the research necessary to complete the figures and backgrounds shall be solely with the contractor. All conceptual artwork and final artwork shall be reviewed by State subject experts for historical accuracy.

2.3 DELIVERABLES

Throughout the course of this contract the Contractor shall be responsible to provide the following:

A. Preliminary Design:

Working from the pre-existing Exhibit Designs (**See Attachment E of this RFP**) and with input from State personnel, the Contractor shall develop preliminary artwork/sketches for:

1. 22 Full Color cut-out figures, representing Chumash and Tongva Indians, Spanish Colonial soldiers, Spanish Missionaries, Spanish, Indian and Mexican workers, American settlers and CCC workers. Production of the actual cutout figures will not be a part of this contract and will be accomplished under a separate DPR contract with an exhibit fabricator.
2. 8 Full Color Background murals depicting landscapes and settings associated with the Mission throughout its history.
3. 12 Tall Graphics consisting of Black/White line drawings of figures associated with the Mission: Indians, Padres, Soldiers, Workers, CCC.

Working with the State's Representative the Contractor shall determine general placement and attitude for each figure; type and style of clothing and apparel; age and body structure; ethnographic details and cultural considerations. The Contractor shall develop conceptual drawings to determine the general point-of-view for each mural, and work with the State's Representative to determine the necessary level of detail to be included. The Contractor shall provide preliminary sketches for each figure and mural for review and approval by the State's Representative.

B. Refined Conceptual Designs

Working with the State's Representative the Contractor shall refine the preliminary drawings developed for each figure and background mural to the point where they are ready for the production of final B/W or Full color artwork.

Artwork shall be developed at approximately 1/4 of the finished final size (i.e. life-size finished cutout people can be produced as approximately 15" to 18" tall pieces of artwork; murals may also be developed at approximately 1/4 to 1/3 finished mural size.

4. Final artwork for this project will be produced as high-pressure laminate cutouts, or laminate sheets which will be affixed to the exhibit furniture. Production of the

actual cutout figures will not be a part of this contract and will be accomplished under a separate DPR contract with an exhibit fabricator.

C. Final Artwork

After completion of the refined drawings, and following review and approval by the State's Representative for historical and ethnographic accuracy, and cultural appropriateness, the Contractor shall produce the finished and final artwork. Artwork for the 22 figures shall be black and white line work with color applied; artwork for the 8 murals may be either full color paintings, or black and white artwork with color applied; artwork for the 12 Tall graphics shall be black and white line work with no color applied.

D. Deliverable Artwork

Final deliverable artwork shall be electronic files of the scanned final artwork delivered on CD or DVD discs. There shall be one file for each graphic item (figures and murals). Scanned images shall be at 100% of the drawn artwork size and at no lower resolution than 1200 dpi.

Final deliverable art for the cutout figures shall be delivered on CD or DVD with each figure done as a placed image (preferably a Photoshop .tiff file of 1200 dpi) in an Illustrator (version 10 or later) document, with a vector control line defining the cutting line(s) for the figure. This cut line will be used by the laminate producer, working under a separate DPR contract, to guide their router during exhibit fabrication.

Final deliverable art for the Murals shall be delivered on CD or DVD discs. There will be one separate file for each mural. Artwork shall be scanned at 100% of the produced size and at no lower resolution than 1200 dpi.

Final deliverable art for the Tall graphics shall be delivered on CD or DVD discs. There shall be one separate file for each graphic. Artwork shall be scanned at 100% of produced size and at no lower resolution than 1200 dpi.

E. Usage of the Artwork

Images and electronic files developed as a result of this RFP shall be the sole property of the Department of Parks and Recreation, and may be used in any fashion or manner of its choosing, in perpetuity. Original artwork developed for this project shall remain the property of the artist.

2.4 MINIMUM QUALIFICATIONS FOR PROPOSERS

1. The Proposer has completed a minimum of three (3) projects of a similar nature that included depictions of historically accurate scenes and figures in a media similar, if not exactly the same, as that called for in this Request for Proposal.
2. The Proposer has included a minimum of three (3) references and associated contact information related to work the Proposer has completed.
3. The proposal package is complete per Required Attachment Checklist.

SECTION 3 - CONTRACT TERMS AND CONDITIONS

3.1 PERFORMANCE PERIOD

The term of the proposed contract awarded as a result of this Request for Proposals (RFP), if an award is made, will be for the period three hundred (300) calendar days from start work date identified in the State's Written Notice to Proceed. Two specific murals related to the Chumash/Tongva Native peoples will need to be completed by August 31, 2007 to meet requirements of grant funding associated with the project. To meet other production deadlines for the project, illustrations and murals will need to be produced in a priority order. The Contractor and the State's Representative will meet within two weeks after Notice to Proceed to establish priority order and time schedule for artwork production.

3.2 PAYMENTS

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 expense incurred in the performance hereof, including travel, per diem or any other direct or indirect expense incident to providing the services.

If the term of this contract is 90 days or longer, progress payments for services performed shall be made not more frequently than monthly in arrears upon receipt and approval by the State's Project Manager of itemized invoices in triplicate. Monthly payments will be made based on the percentages of work accomplished for the individual work items described in Contractor's Cost Proposal. From amount earned for each item there shall be retained from each progress payment an amount equal to ten percent (10%). One hundred percent (100%) of payment shall be made upon acceptance and approval of the item. In the aggregate, progress payments shall not exceed ninety percent (90%) of the total amount of the contract, pending satisfactory completion of the entire contract. The retained amount will be paid to the Contractor upon acceptance by the State of a successfully completed contract. If the term of this contract is less than 90 days, one final payment will be made at the completion of all items identified in Contractor's Cost Proposal, and upon receipt and approval by the State's Project Manager of itemized invoices in triplicate.

3.3 CHANGES IN PERSONNEL

Contractor's key personnel as indicated in contractor's response to the RFP may not be substituted without the written consent of the State's Project Manager.

SECTION 4 - PROPOSAL SUBMISSION REQUIREMENTS

The requirements in this section are mandatory and failure to comply completely will deem your proposal nonresponsive, except the State reserves the right to waive any non-material deviation.

4.1 PROPOSAL REQUIREMENTS AND GENERAL INFORMATION

- A. **Deadline for Submission:** All proposals must be received by the Department of Parks and Recreation, Acquisition and Development Office, One Capitol Mall, Suite 500, Sacramento, California, 95814, no later than 2:00 p.m., March 1, 2007. Any proposal received after the above stated time will not be considered. Proposals sent via overnight delivery must be addressed to Suite 410.

- 1) Proposals must be plainly marked on the outside of a sealed envelope:

**"PROPOSAL FOR
LA PURISIMA MISSION STATE HISTORIC PARK
Interpretive Center Exhibit Artwork".**

- 2) Proposals received after the above time shall not be considered. Proposing firms are solely responsible for ensuring timely receipt of their proposals.
- 3) All proposals become the property of the State upon receipt and will not be returned to the proposing firm, except as described above in Withdrawal of Proposals under Section 1 - General Information.
- 4) No proprietary or confidential information is to be submitted in or with the proposals.
- 5) All proposals submitted shall be prepared by the proposing firm at no cost or obligation to the State.

- B. **Format:** The following format is required for all proposals:

- 1) To facilitate the State's evaluation, it is requested that all written proposals be submitted in the sequence as presented in subparagraph C.(1) through D.(3) below, along with cost proposal specified in subparagraph E.
- 2) Five (5) copies of the written (technical) proposal must be provided, along with five (5) copies of the cost proposal.

- 3) Proposals will be typed, the pages sequentially numbered, and preceded by a Table of Contents.
- 4) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- 5) Due to limited storage space, the proposal package should be prepared in the least expensive method (e.g., cover page with staple in upper left-hand corner, no bulky bindings).

C. **Identification of Proposer:** Proposal must include:

- 1) Name, address and telephone number of business entity proposing to do business with the State.
- 2) Name, address, and telephone number of proposing firm's representative to contact regarding the proposal.
- 3) Type of business entity (e.g., individual, corporation, partnership).
- 4) If a corporation, provide date of registration to do business in California. Provide a description of corporate structure and parent corporation, if any, with names and titles of officers, and the signature of the officer or officers authorized to sign contracts on behalf of the corporation; place and date of incorporation and corporation identification number.
- 5) If partnership, describe whether general, or limited partnership, with names and titles of partners together with signatures of partner or partners authorized to sign contracts on its behalf.

D. **Proposer's References and Experience:**

- 1) List a minimum of three (3) client references for whom the Proposer has performed similar work to that called for in this RFP. Provide name and contact information for each reference. Proposer is responsible to assure that contact numbers are current and accurate; incorrect or non-operable numbers will not be considered as meeting this requirement.
- 2) Provide original budget and final costs for each of the three (3) projects. If final costs vary significantly from original budget describe what changes were made and the reason for such changes.

- 3) Date each of the three (3) projects was started and finished. Was it completed on time, if not, describe the circumstances which delayed its completion.
- 4) Provide examples of research and historical documentation for at least one (1) of these projects. Examples should demonstrate how the Proposer determined the historic accuracy, ethnographic correctness and cultural sensitivity of the artwork produced. Proposer should provide what sources were used.
- 5) **PRIMARY DOCUMENTATION**
As primary documentation of ability to perform the work requested in this RFP the Proposer will provide sufficient examples of work performed on three (3) projects that demonstrate the Proposer's ability to:
 - Develop artwork that is correct in terms of its use of perspective, color, lighting sources and scale.
 - Produce artwork that is detailed in its depiction of historic costumes, material culture and landscapes.
 - Produce artwork that is culturally sensitive and politically neutral.
 - Translate research into two-dimensional form.

Examples of the ability to produce the artwork requested in this RFP can be provided as 8 ½" x 11" photographic prints, digital printouts, color copies. Original artwork is not required, nor recommended, since the State assumes no responsibility for its return to the Proposer. Demonstration of the ability to perform services requested in this RFP can also be presented as a CD or DVD containing digital examples of the Proposer's work. The State cannot be responsible for the return of any media supplied in response to this RFP. Artwork cannot be presented in 35mm slides format since the State no longer supports the equipment necessary for their viewing; and cannot assume any responsibility for their return.

While the State applies no limit to the number of images a Proposer may supply, it is requested that the Proposer supply only images sufficient to adequately demonstrate their ability, since State review time for each Proposer will be limited.

E. Cost Proposal:

All successful Proposals must include a separate Cost Proposal that indicates a Total Cost for the project, not to exceed \$35,000.00. Additionally, Proposers shall supply an itemized breakdown indicating the per item cost for each mural, figure and tall graphic as outlined in the Deliverables Section of this RFP.

4.2 SMALL BUSINESS PREFERENCE

A five (5) percent preference will be granted to proposing firms properly approved as "Small Business" in accordance with Title 2, California Code of Regulations, Section 1896 et seq. Applications must 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 5:00 p.m. on the day proposals are due. **Indicate in your proposal whether or not you are claiming preference as a certified small business.** To assist the State in a timely evaluation of proposals received, please submit with your proposal a copy of your small business certification approval letter from the Department of General Services, Small Business and DVBE Certification.

4.3 NON-SMALL BUSINESS PREFERENCE

A five percent (5%) bid preference is available to a non-small business proposing firms claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the proposal must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

Indicate in your Proposal whether or not you are claiming the non-small business preference. The required list of California certified small business subcontracts must be attached to the proposal and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

Proposers claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid due date, and the OSDC must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940

4.4 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT

If your cost proposal exceeds \$10,000, State law requires participation goals of not less than 3 percent for Disabled Veteran Business Enterprises (DVBE). However, the Department of Parks and Recreation has waived the DVBE Participation Requirement for this RFP.

SECTION 5 - PROTEST OF AWARD

5.1 NOTICE OF INTENT TO AWARD

Notice of the proposed award shall be posted in a public place in the office of the Department of Parks and Recreation, Acquisition and Development Office, Northern Service Center, One Capitol Mall, Suite 410, Sacramento, California, 95814, for five (5) working days prior to awarding the contract.

5.2 PROTEST PROCEDURE

a) If any proposer, prior to the award of contract, files a protest with the following agencies

1. Department of Parks and Recreation
Administrative Services Division
Manager, Contract and Facility Services
1416 9th Street, Post Office Box 942896
Sacramento, CA, 94296-0001
2. 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 contract had the agency correctly applied the evaluation standard in the RFP, or if the agency 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. The protesting proposer shall submit any protest by certified or registered mail.

- a) 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 Department of Parks and Recreation, at the above-mentioned addresses, a detailed statement specifying the grounds for the protest.
- b) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency 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 the awarding agency.
- c) Upon resolution of the protest and award of the contract, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.dgs.ca.gov/contracts.

SECTION 6 - PROPOSAL SELECTION AND EVALUATION CRITERIA

6.1 EVALUATION STANDARDS

All proposals accepted shall be evaluated for form and content in accordance with this RFP. The State will make final determination of contract award, subject to the approval of the contract by the State's control agency. In making this determination, an evaluation committee selected by the State will evaluate each eligible proposal that has been properly submitted.

6.2 EVALUATION AND CONTRACT AWARD

The evaluation of all eligible proposals meeting the format requirements and standards specified herein shall be in accordance with the criteria prescribed in ATTACHMENT C, Proposal Evaluation Form. The award of the contract, if an award is made, will be to the bidder whose proposal receives the highest total score for technical merit and cost proposal.

6.3 CONTRACTORS WITH A HISTORY OF TERMINATED CONTRACTS

State shall not consider a bid from a bidder that has been terminated with cause from a contract with the State of California within the past three years from the date of the bid opening. Any bid received by State from a bidder that has been terminated with cause from a contract with the State of California within the past three years from the date of the bid opening shall be disqualified and rejected.

ATTACHMENT A

Standard Agreement – STD. 213 (SAMPLE)

Exhibit A – Scope of Work – DPR 603 (Sample)

Exhibit B – Budget Detail and Payment Provisions – DPR 604 (Sample)

[Exhibit C, General Terms and Conditions
(incorporated by reference, may be viewed and
downloaded via www.ols.dgs.gov/Standard+Language)]

Exhibit D – Consulting Services, Special Terms and Conditions – DPR 605CS (Sample)

Exhibit E – Consulting Services, Additional Provisions – DPR 606CS (Sample)

NOTE TO PROPOSERS: The following nine (9) pages represent a sample of the contract that will be awarded, if any, from this RFP. Please review it carefully and present any questions in writing to the contact identified for this RFP.

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 306

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 500
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 5

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

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 — CONSULTING SERVICES
(Standard Agreement)**

Contractor's Name:

Agreement Number:

Page: 2 of 5

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 — CONSULTING SERVICES
(Standard Agreement)**

Contractor's Name:

Agreement Number:

Page: 3 of 5

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 — CONSULTING SERVICES
(Standard Agreement)**

Contractor's Name:

Agreement Number:

Page: 4 of 5

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 of \$200,000 or More

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.

11. Conflict of Interest (FPPC Form 700)

Contractor hereby acknowledges that it has obtained the Fair Political Practices Commission Form 700, "State of Economic Interests" via www.fppc.ca.gov and reviewed a copy of the Department's Conflict of Interest Code and, specifically, has reviewed the categories and disclosures required of consultants to the Department.

12. Contractor's Duties, Obligations and Rights

Contractor is hereby apprised that California Public Contract Code Section 10335 through 10381 are applicable relative to Contractor's duties, obligations, and rights in performing the agreement.

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

Contractor's Name:

Agreement Number:

Page: 5 of 5

13. Contractor Evaluation for Contracts over \$5,000

Contractor's performance under this agreement is subject to evaluation. Within sixty (60) days after the completion of this agreement, the Contract Manager shall complete a STD. 4, Contract/Contractor Evaluation Sheet. If Contractor did not satisfactorily perform the work, a copy of the negative evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within 15 working days of the completion of the evaluation. (PCC § 10369)

14. Reimbursement for Meals and Lodging

Applicable to travel expenses and per diem directly related to services provided under this agreement. Such costs shall not exceed the rates paid to State's non-represented /excluded employees. (See California Code of Regulations, Title 2, Section 599.619 regarding current rates posted at <http://ccr.oal.ca.gov>). All travel costs are subject to approval by State's Representative and must be supported by a travel expense voucher showing purpose, location, dates, time of travel, rates claimed, mileage logs, and any other applicable receipts.

15. Amendments

In the event that unforeseen circumstances require continued services, this agreement may be amended with mutual consent of the parties hereto at the rates referenced in Exhibit B, Attachment I. DPR reserves the right to add services or reduce services at the sole discretion of DPR. This agreement may also be amended to extend the term.

SAMPLE

Contractor's Name:

Agreement Number:

Page: 1 of 1

**EXHIBIT E — CONSULTING SERVICES
(Standard Agreement)**

ADDITIONAL PROVISIONS

1. Consultant - Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

SAMPLE

ATTACHMENT B

Business and Travel – Subsistence Allowance

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

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, receipt 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

Proposal Evaluation Form (SAMPLE)

Department of Parks and Recreation

Request for Proposals for LA PURISIMA MISSION STATE HISTORIC PARK Interpretive Center Exhibit Artwork PROPOSAL EVALUATION FORM

Name of Firm: _____

Name of Evaluator: _____ Title: _____

Signature of Evaluator: _____ Date: _____

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.

1. MINIMUM QUALIFICATIONS		Yes / No
A. The Proposer has completed a minimum of three (3) projects of a similar nature that included their ability to depict historically accurate scenes and figures in a media similar, if not exactly the same, as that called for in this request.		
B. The Proposer has included a minimum of three (3) references and associated contact information related to work the Proposer has completed.		
C. The proposal package is complete per Required Attachments Checklist.		
D. Proposer provided a Cost Proposal that did not exceed \$35,000.00, with a Cost Breakdown that provides a per item cost for each figure, mural and tall graphic.		

***If proposer meets all minimum qualifications,
a panel of 3 or more individuals will collectively evaluate the proposer's
submittal for the items on the following pages.***

2. Experience	Points Available 70	Points Awarded
Proposing firm has provided examples demonstrating the ability to do research and documentation to determine historic accuracy, ethnographic correctness and cultural sensitivity.	16	
Proposing firm has provided Primary Documentation from a minimum of three (3) projects that demonstrate the ability to develop artwork that is correct in its use of perspective, lighting sources and scale.	18	
Proposing firm has provided Primary Documentation from a minimum of three (3) projects that demonstrate the ability to depict historically correct costumes, clothing, material culture and landscapes.	18	
Proposing firm has provided Primary Documentation from a minimum of three (3) projects that demonstrate the ability to translate research into two-dimensional form.	9	
Proposing firm has provided Primary Documentation from a minimum of three (3) projects that demonstrate the ability to develop artwork that is culturally sensitive and politically neutral.	9	
8. Total Cost	Points Available	Points Awarded
<i>Contract price submitted by proposer compared to the costs submitted by other proposers. Lowest cost proposal will receive the highest number of points.</i>	30	
Claiming Small Business Preference or Non-Small Business Preference? Yes or No	Yes	No
Total Points	Maximum Available 100	Score

ATTACHMENT D

Required Attachment Checklist

Department of Parks and Recreation

Request for Proposals for LA PURISIMA MISSION STATE HISTORIC PARK Interpretive Center Exhibit Artwork

REQUIRED ATTACHMENT CHECKLIST

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "x" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. Please return a copy of this checklist with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____	Required Attachment Checklist
_____	Contractor's Technical (Written) Proposal with Identification of Proposer (5 copies)
_____	Contractor's Cost Proposal with Itemized Cost Breakdown for each figure, mural, and tall graphic. (5 copies)

ATTACHMENT E

Pre-existing Exhibit Designs