

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
SAN DIEGO COAST DISTRICT

REQUEST FOR PROPOSALS

PROPOSER RFP QUESTIONS AND ANSWERS

The following are responses from the Department of Parks and Recreation (DPR) to proposer questions submitted by June 12, 2008, for the 2 Historic-Style Specialty Retail Concessions Request for Proposals (RFP).

Bailey & McGuire

1. If a proposer is deemed to be “Best Responsible Proposer” by the award board but changes to the proposed Facility, Operations or Interpretive Plan are required by the State and the proposer declines is the proposal bond forfeited?

RESPONSE: No material changes to the contract will be made by the State.

2. In regards to Casa de Wrightington can you clarify the “size of the area around the fireplace” that needs to remain clear?

RESPONSE: In the event that the proposer proposes to operate this fireplace as a functioning fire place, State Fire Marshal regulations will need to be met as well as State Fire Marshal inspection and clearance. The RFP refers to providing for clearance around the fire place in order to bring this character defining feature into prominence within the space. It is the State’s intent that no retail product may obstruct the visual of this feature for within 3 feet of the feature on all sides and in front of the fireplace. Can a proposal contain actual physical samples of proposed merchandise and/or interpretive materials?

RESPONSE: If samples are provided, photographs are preferred.

3. The proposed contract requires an area of responsibility extending 50 feet from the footprint of the concession. Does that also include responsibility for that portion of San Diego Avenue that falls within the 50 foot radius? What about personal liability, sewer and drainage issues?

RESPONSE: Concessionaires are responsible for their premises and 50 feet beyond. In some cases, an exception may be made due to private or public ownership.

4. In regards to re-leveling the interior tile/brick flooring at Casa de Wrightington, will spot repairs suffice or is a complete replacement necessary. Is grout an acceptable material to use for reducing the space between brick/tiles to required specifications?

RESPONSE: Spot repairs are acceptable. The State requires that the tiles are set side by side, within 1/4 inch of each other, by cutting and fitting the tile. Grout is not feasible due to the dirt sub floor.

5. In the event that an archeologist is required to fulfill the facility improvements do we need to contract with an independent archeologist at our own expense or is the State archeologist available to assist us?

RESPONSE: The RFP, Section 3 – The Proposal, part II Proposal Information, Item B Facility Plan, page 18 states “all sub-surface work must be examined by a State approved archeological consultant at the proposer’s expense prior to work being done.” It is possible that the State archeological team may be available for this work with reimbursement for staff time made to the State. In either scenario, the investigations are at the proposer’s expense.

6. Regarding the Performance Bond required in the new contract, can you provide a sample of a surety bond agreement acceptable to the State of California?

RESPONSE: Attached is an information sheet regarding way to satisfy the performance surety.

Performance Bonds

Under Public Resources Code Section 5080.18(d) "all concession contracts" shall contain, but not be limited to, the provision that "a performance bond shall be obtained and maintained by the concessionaire." The bond or surety is a form of insurance that protects the public interest should the concession experience unforeseen problems (i.e. ensures that the concessionaire performs the requirements of the contract including all rental and fee payments.) Performance Bonds may be obtained from insurance agencies.

In lieu of a bond, the concessionaire may substitute a deposit of funds acceptable to the department. Funds must be accessible at the sole discretion of the Department but interest on the deposit may accrue to the concessionaire. Acceptable alternatives to sureties include:

- Standby Letter of Credit: Issued by a bank, it guarantees that the issuing bank will pay a third party (beneficiary) in the event the bank's customer fails to meet a contractual obligation.
- Irrevocable Letter of Credit: A letter of credit is a commitment by a bank to lend funds to a borrower up to a specified amount over a specified future period of time. Reviewed annually, letters of credit do not require fees or compensating balances unless guaranteed by the lender. Letters of credit must:
 1. Be issued by a bank doing business in California and insured by the Federal Deposit Insurance Corporation (FDIC);
 2. Identify the State of California, Department of Parks and Recreation as beneficiary; and
 3. Provide for honor of a draft or demand for payment when describing and certifying the nature of State's losses.
- Savings Passbook: An interest-bearing deposit account in a bank without a stated maturity (as opposed to a time deposit account paying interest for a fixed time) with the understanding that funds cannot be withdrawn before maturity without providing advance notice. The passbook must be in the name of the State of California, Department of Parks and Recreation in the amount of the required surety. Co-signature accounts are not acceptable.
- Cashier's Check: A check drawn on a bank by itself, signed by a bank officer, authorizing payment of the amount shown to the payee, generally regarded "as good as cash." Cashier's checks must be made payable to the State of California, Department of Parks and Recreation. The Department cannot pay interest to concessionaires on surety funds held in cash by the Department.

- Certificate of Deposit (CD): A receipt for a time deposit issued for a stated period of time and normally paying a fixed rate of interest. CDs must be a security deposit/time certificate deposit from a bank insured by the FDIC for the amount specified in the contract, and in the name of the State of California, Department of Parks and Recreation. CDs shall be automatically renewable during the contract period, and shall remain in effect until the concessionaire has fulfilled all obligations under the contract.