ERRATUM #1
Issued: August 1, 2018

COLUMBIA STATE HISTORIC PARK
Historic-style Candy Store
RFP #P17CA057

RFP Advertisement Date: July 5, 2018

The changes in this Erratum shall be included in the Request for Proposals (RFP) and Sample Contract, as applicable, and shall be part of the concession project document records. All conditions not affected by this Erratum shall remain unchanged.

1. Questions (Q) and Answers (A) submitted between July 5 and July 25, 2018

Pre-proposal Meeting Questions

1) Q: What if no bids are received?

    A: If no bids are received the State has the option to negotiate a contract, continue the current contract on holdover, or put the contract back out to bid.

2) Q: Can questions be submitted to the District Office?

    A: No, all questions must be submitted to the Partnerships Office as referenced in the RFP.

3) Q: Are all concessions required to have a bond requirement of a minimum of 1 year? Why is it not standard across the board?

    A: No. Concession performance bond/surety requirements differ in accordance with Departmental Notice No. 97-39, attached hereto as Attachment 1.

4) Q: Interpretive Concession – Hearst San Simeon, I understand this is the only “interpretive concession” in the State Park System. Request information on what determines an interpretive concession.

    A: Interpretive Concession requirements are determined in accordance with Departmental Notice No. 98-08, attached hereto as Attachment 2.

5) Q: Page i of RFP – Naming of RFP may cause confusion; “Columbia Candy Kitchen”.
A: The current concessionaire retains the trademark rights to Nelson’s Columbia Candy Kitchen. Please see Item 3, RFP Revisions.

Sarah Nelson Gardella, Nelson’s Columbia Candy Kitchen

6) Q: Regarding the "new policy", of a years worth of rent be posted as a Performance bond. What date was this implemented or in-acted, and by which department or legislation?

A: Concession performance bond/surety requirements are determined in accordance with Departmental Notice No. 97-39 issued October 31, 1997 and attached as Attachment 1.

7) Q: Why does the Performance bond increase in amount with tenure? Obviously, a new tenant would be a greater liability.

A: Concession performance bond/surety requirements are determined in accordance with Departmental Notice No. 97-39 issued October 31, 1997 and attached as Attachment 1.

8) Q: Why does this Performance bond "policy" not apply equally to all concessionaires?

A: Concession performance bond/surety requirements are determined in accordance with Departmental Notice No. 97-39 issued October 31, 1997 and attached as Attachment 1.

9) Q: What qualifies a business to be exempt from having a Performance bond, or to have a decreased amount of bond?

A: Performance bonds/sureties are required for concession contracts in accordance with Public Resources Code §5080.18(a) which states “A performance bond shall be obtained and maintained by the concessionaire.” Performance bond/surety amounts are determined by Departmental Notice No. 97-39, Attachment 1.

10) Q: Why is a tenant of good standing of over 50 years considered a "flight risk"?

A: Performance bonds/sureties are required for concession contracts in accordance with Public Resources Code §5080.18(a) which states “A performance bond shall be obtained and maintained by the concessionaire.” Performance bond/surety amounts are determined by Departmental Notice No. 97-39, Attachment 1.
11) Q: Please clarify the math and figuring of the minimum rent of $38,500, when 5% of $700,000.00 equals $35,000? Please give us in detail why the amount is an extra 1/2%?

A: In accordance with Public Resources Code §5080.19(d), the minimum rent is assessed as a flat rate or a percentage of gross receipts, whichever is greater. The minimums were established based on the concession’s prior performance and an assessment of retail, manufacturing and office lease rates in comparable areas. The final minimum rent requirements will be established through the competitive RFP process.

12) Q: An increase in the percentage of rent over the minimum requirement is a DISINCENTIVE for any business. What INCENTIVES does this contract propose?

A: Each proposer must determine incentives, if any.

13) Q: The contract for this concession is located in a historic state park which is in a documented area of economic impoverishment, has declining permanent and visitor populations, as well declining school enrollment. Was projected growth and statistics determined on a comparable level with other historic state parks? Please explain how?

A: According to the 2017 California Economic Forecast, leisure services and wholesale/retail trade are two of the five major economic sectors in Tuolumne County. Retail sales are projected to grow 4.5% between 2017 and 2022. However, it’s up to each proposer to determine market and economic conditions.

14) Q: How do we obtain a copy of at least the last 10 years of our Incumbent evaluations? We have received very little any paperwork to prove our ratings, to assure that the correct points will be awarded.

A: Concession Performance Evaluations may be obtained from the Calaveras Sector Office. For RFP scoring purposes, if no annual Performance Evaluation was performed the rating defaults to “excellent”.

15) Q: Why are no extra points given to businesses that show they provide living wage jobs, health insurance, and retirement funds for their employees as well as being a contributing member of the economic community?
A: Points are awarded in accordance with the Request for Proposal requirements. Business structure and community involvement can be addressed in the Operation Plan.

16) Q: After consulting with insurance companies and some banks here in Tuolumne County they have told us Performance Bonds are only sold to construction companies for possible work not completed or very dangerous conditions. They have never heard of a bond like that for a retail business and are questioning a bond that large. We would like to know which other retail businesses have such a bond and for what amount, as well as where, and how they are purchased?

A: Performance bonds/sureties are required for concession contracts in the California State Park system per Public Resources Code §5080.18(a). Acceptable surety alternatives to a bond are listed in Departmental Notice No.97-39, Attachment 1. A list of retail concessions in California State Parks can be obtained by downloading a copy of the Department’s Concessions Annual Report, located at: http://www.parks.ca.gov/?page_id=29362

2. RFP Revision(s)

DELETE and REPLACE RFP with ATTACHED RFP, (Attachment 3, 29 pages). Please note, only the portion of the RFP that is modified is included in this response. Refer to Attachment 3 for the entire RFP. The modifications are:

1) Revised Notice of Request for Proposals, Concession Name, Page i.

<table>
<thead>
<tr>
<th>Concession Name:</th>
<th>Historic-style Candy Store</th>
</tr>
</thead>
</table>

2) Revised Section 1.2 General Information, Current Concession Operations, Page 3.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Gross Receipts</th>
<th>Rent to State</th>
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<tr>
<td>2016/17</td>
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<td>451,071</td>
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<tr>
<td>2013/14</td>
<td>$699,068</td>
<td>$34,953</td>
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END OF ERRATUM #1
Attachments:

1. Departmental Notice No. 97-39
2. Departmental Notice No. 98-08
3. RFP, 29 pages
This Departmental Notice establishes a Statewide policy on the types of sureties the Department will accept from concessionaires. Performance bonds are the standard surety acceptable to the Department; however, there are alternatives to this instrument. Acceptable alternatives are designed to improve access to securing concession contracts for small businesses, increase competition among bidders by having more bidders respond as a result of improved access, and remove potential constraints to competition for the private sector.

AUTHORITY

Public Resources Code Section 5080.18 (d) requires concessionaires to provide a performance bond or other surety acceptable to the Department:

PRC 5080.18 (d): "A performance bond shall be obtained and maintained by the concessionaire. In lieu of a bond, a concessionaire may substitute a deposit of funds acceptable to the department. Interest on the deposit shall accrue to the concessionaire."

POLICY

Successful bidders shall provide a surety acceptable to the Department before execution of a contract. All sureties are to be reviewed and approved by Department counsel. Concession law authorizes DPR to substitute a deposit of funds instead of a performance bond. It is DPR's policy to accept the following sureties in place of a performance bond. This policy conforms with Department of General Services policies on acceptable sureties:

Standby Letter of Credit
Irrevocable Letter of Credit
Savings Passbook
Cashier’s Check
Certificate of Deposit (CD)

When a concessionaire finds it difficult to obtain a performance bond or another approved surety, the concessionaire may elect to use fixed assets as collateral to secure one of the approved sureties.

Surety Formula

Surety requirements shall range from two months’ rent to one year’s rent, depending on the level of risk imposed on the Department should the concession fail. Concessions with two-year terms or less generally impose less risk, and shall post a surety instrument equivalent to two months’ rent. Concessions with two- to five-year terms and whose annual rental payments are less than $30,000 shall post a surety instrument equivalent to four months’ rent. Concessions with five- to ten-year terms whose annual rental payments are less than $30,000 shall post a surety instrument equivalent to six months’ rent. Concessions with annual rental payments exceeding $30,000 and terms exceeding 10 years are considered “high risk,” and shall post a surety equivalent to
Such concessions include but are not limited to retail, restaurant, marina, and golf course concessions. Regardless of the term, any concession with rental payments exceeding $30,000 per year or annual sales exceeding $350,000 per year shall post a surety equivalent to one year’s rent.

<table>
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<th>Surety Formula Table</th>
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<tbody>
<tr>
<td><strong>Concession Contract</strong></td>
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<tr>
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</tr>
<tr>
<td>Two-year terms or less</td>
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<tr>
<td>Two- to five-year terms</td>
</tr>
<tr>
<td>Five- to ten-year terms</td>
</tr>
<tr>
<td>Ten plus year terms</td>
</tr>
<tr>
<td>All contracts regardless of term</td>
</tr>
</tbody>
</table>

*Rent for this category rarely exceeds $10,000.

**Interpretive Concessions**

Considering the value of other factors unique to interpretive concessions that charge no fees, generate no revenue, and pay no rent to the State, sureties shall generally be set at $100 to $1,000 depending on the potential for damage to the facilities and artifacts.

Districts shall require concessionaires to complete a loan agreement (DPR 416) when borrowing artifacts for use in their businesses. The Department requires concessionaires to insure the artifacts on loan.

**Release of Sureties**

The Department will release sureties only on satisfaction that concessionaires have met all terms and conditions of the contract. Districts shall return the surety after performance conditions have been fully satisfied, or thirty (30) days after contract expiration, if all conditions have been satisfied.

**Surety Maintenance Requirements**

Sureties shall be acceptable for a minimum period of one year, and concessionaires shall renew them annually thereafter. It is the concessionaire’s responsibility to ensure that the surety, as approved by the Department, remains current. Concessionaires shall replace sureties that have a stated expiration date at least thirty (30) days before the surety expires. Failure to do so could cause the Department to draw on the surety. An expired surety constitutes a *breach of contract*, and could result in contract termination.

Attached to this Departmental Notice are questions and answers about this policy for further clarification. If you have any additional questions, please contact your Concession Specialist or Andrea Patterson, Concessions and Reservations Manager, at 916/653-8939 or CALNET 453-8939.

original signed by

Kenneth B. Jones
Deputy Director
Park Stewardship
SURETY QUESTIONS AND ANSWERS

There is a fundamental reason for requiring a surety. The surety protects the interests of the State by compensating the State for concession noncompliance. If the concessionaire fails to meet all the requirements of the contract or abandons or damages state park property, the Department shall, as a last resort, demand compensation from the surety company or retain the cash compensation provided by the concessionaire.

(1) What is a performance bond?

A performance bond calls for specific monetary payment to a beneficiary (State of California, Department of Parks and Recreation) if the purchaser or maker (concessionaire) violates the contract terms and conditions. It protects taxpayers against financial loss.

(2) What is the role of a surety company?

A surety is a third-party guarantee. Basically, the surety company guarantees the Department that the concessionaire will perform as stated in the concession contract. If the concessionaire fails to perform, the surety company will pay the value of the bond.

(3) What are the performance bond alternatives permitted by the Department?

There are five performance bond alternatives permitted by the Department:

(a) 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.

(b) Irrevocable Letter of Credit: A letter which 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; (3) provide for honor of a draft or demand for payment presented with the State’s written statement; and (4) be signed by an authorized DPR representative. This person certifies that there has been loss, damage, or liability resulting from the concessionaire’s actions or non-performance of duties and obligations under the contract, or from negligence or act of omission by the concessionaire or his/her agents, servants, and employees, and that the amount of the draft or demand is now due and payable.

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. Reviewed annually, letters of credit do not require fees or compensating balances unless guaranteed by the lender.

(c) Savings Passbook: An interest-bearing deposit account 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 giving advance notice. The passbook must be in the name of the State of California, Department of Parks and Recreation for the amount of the required surety. Co-signature accounts are not acceptable.

(d) 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 “as good as cash.” Concessionaires shall make cashier’s checks payable to the State of California, Department of Parks and Recreation in the amount of the required surety. The Department will pay no interest to the concessionaire on surety funds held in cash by the Department.

(e) 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 satisfactorily complied with the terms and conditions of the contract.
(4) Why are performance bonds and other sureties required?
Concession law (PRC 5080.18 (d)) requires sureties to protect the interests of the State (taxpayers) in the event of a contract default. They serve as an assurance that the concessionaire will perform according to the terms and conditions of the concession contract.

(5) What happens if a surety expires?
Expiration of a surety is cause to terminate the concession contract.

(6) What is the formula for calculating the amount of a surety?
Sureties range from two months’ rent to one year’s rent, depending on the level of risk. Concessions with two-year terms or less post a surety equivalent to two months’ rent. Concessions with two- to five-year terms and annual rental of less than $30,000 post a surety equivalent to four months’ rent. Concessions with five- to ten-year terms and annual rental of less than $30,000 post a surety equivalent to six months’ rent. Concessions with terms exceeding ten years and annual rental exceeding $30,000 post a surety equivalent to one year’s rent.

(7) What is the Department’s policy on waiving or reducing a surety for concessionaires who have a proven track record?
Concession law provides no authority to waive a performance bond. The surety is a form of insurance that protects the public’s interest should the concession run into unforeseen problems. Unlike the National Park Service and other agencies who are lienholders on the concessionaire’s property, DPR has no other mechanism to protect the public’s interest.

(8) How does concession law (PRC 5080.18 (d)) help concessionaires?
The law is fair to business and taxpayers. It permits alternatives to the performance bond, and allows interest accrued on alternative sureties to accrue to the concessionaire. The Department’s policy, as an extension of the law, generally requires from two months’ to one year’s rent as surety, and other necessary costs such as insurance for all contractual obligations, regardless of the contract’s length.

(9) What is DPR’s rationale for not accepting an interest in real estate, stocks, or securities other than those permitted under policy as alternatives to the performance bond?
Fluctuation of these markets could change the value of the surety required under contract. While an increase in these instruments would certainly be to everyone’s advantage, a decrease in them would place all at risk. With respect to real estate, although the same applies to fluctuations, this goes beyond the authority of the Department. Concessionaires may use these assets as collateral to obtain sureties acceptable to the Department.

(10) Does DPR require a specific form from surety companies or banks?
Forms vary from company to company. DPR must review forms to ensure inclusion of pertinent information discussed in response to question #3 (performance bond alternatives).

(11) What is DPR’s position on allowing concessionaires to pay more monthly rent instead of requiring a surety?
There must be enough security available to fairly compensate DPR in the event of a default. If the Department permits a concessionaire to pay on a payment plan, the Department becomes a bonding or insurance company, a function that exceeds its authority.

(12) Who selects the surety?
The concessionaire determines the type of security as permitted in this policy as long as the District Superintendent agrees that the surety adequately protects the State’s interests. The Concessionaire must ensure that there is no lapse in coverage, and that the surety is approved by the District Superintendent.

(13) To whom must the surety be made payable?
Make the surety payable to the State of California, Department of Parks and Recreation.

(14) **What is the period of liability for the concessionaire?**

The concessionaire is responsible for maintenance of sureties, as specified in the contract, throughout the term of the contract.

(15) **What happens to the surety when a concession is sold or assigned?**

When a concessionaire sells or assigns a concession, the surety remains in effect until the Department of General Services and the Office of the Attorney General approve the new assignment. The new concessionaire shall provide a new surety in his/her name before execution of the assignment.

(16) **When should a surety be released?**

DPR will release a surety after performance conditions have been fully satisfied, upon execution of an assigned contract, or thirty (30) days after the contract terminates, if all conditions are satisfied.

(17) **How can the Department collect on an expired surety if it finds that a violation occurred when the surety was in effect?**

The *California Code of Civil Procedure* permits collection from a surety company if the violation occurred when the performance bond was in effect. The Department should not return securities until satisfied that no violations have occurred.

(18) **How long does a surety remain in effect?**

A surety remains in force and effect until the earliest of the following events: (a) the surety companies withdraw from or cancel the surety, or a new surety is issued in place of the original surety; (b) the purpose for which the surety was issued is satisfied, or the purpose is abandoned without any liability having been incurred; (c) a judgment of liability on the surety that exhausts the amount of the surety is satisfied; or (d) the term of the surety expires.

(19) **What happens when a new surety has been issued and a violation is discovered under the original surety?**

Depending on the terms of the surety, the original surety remains in full force and effect for all liabilities incurred before, and of acts, omissions, or causes existing or which arose before, the new surety became effective (*California Code of Civil Procedures*). However, terms must be reviewed for special claim requirements, and review by legal counsel should be obtained.

(20) **When should a concessionaire submit a surety to the Department?**

DPR requires a concessionaire to submit a surety thirty (30) days after the award of the contract, and before execution of the contract. The Department of General Services requires proof of the fulfillment of the surety requirement before contract approval.
This Departmental Notice provides information on the Department's Interpretive Concession Policy.

The Public Resources Code (PRC) and State Park and Recreation Commission Policy 1.4(3), Operating Contracts, provide general guidance on interpretive concessions. This policy will guide the Department in determining what constitutes an interpretive concession, and when an interpretive concession should be bid or negotiated.

State Park and Recreation Commission policy addresses interpretive concessions as follows: The Department shall consider an interpretive contract opportunity to exist when the facility, service, product, or program contracted for directly relates to an interpretive theme, interpretive plan, or interpretive goals of the General Plan for the unit. Interpretive concession contracts shall specify the interpretive goals and objectives to be achieved by the concession as determined in the bid proposal, or in contract negotiations.

AUTHORITY

Public Resources Code Section 5080.06 requires the Department to bid all contracts authorizing occupancy by the concessionaire of a state park unit for more than two years.

Public Resources Code Section 5080.16 (a through e) authorizes exemptions from bidding, and authorizes the Director to negotiate interpretive contracts when the prospective concessionaire possesses special knowledge, experience, skills, or ability appropriate to the particular interpretive purpose(s).

Public Resources Code Section 5080.18 (d and e) requires all concessionaires to provide a performance bond and liability insurance in an amount adequate for the nature and extent of public usage.

POLICY

It is the Department’s policy to bid all concession opportunities regardless of revenue potential or interpretive designation, as defined in this policy, unless: (1) the concession is an interpretive exhibit that charges no fees, generates no revenue, and does not pay rent to the State; or (2) the concession meets the exceptions permitted in PRC Section 5080.16; or (3) the interpretive concession meets the uniqueness test described later in this policy.
DEFINITION OF INTERPRETIVE CONCESSION

An interpretive concession is a concession that provides an educational service by practicing skills reflective of the interpretive period in products sold, interpretive programs given, or services provided. Prerequisites as determined by DPR for an interpretive concession require:

- A demonstrated knowledge, experience, and skills in the interpretive subject area;
- A service or product that directly relates to the interpretive plan, theme, or interpretive goals of the General Plan for the unit;
- A willingness to comply with all concession program requirements; and
- A determination that the proposal is interpretive.

CRITERIA

The department shall bid all concessions with terms of more than two years, including interpretive concessions, except as provided in PRC Section 5080.16. However, if an interpretive concession contract meets the uniqueness test below, it may be negotiated. The concession must pass the test below to have the bid process waived, since not all interpretive concessions are unique or require unique skills and abilities.

**Uniqueness Test**

The interpretive concession uniqueness test is met when an exhaustive DPR search has determined that there is only one known interested or experienced craftsperson who can do the job and who has expressed an interest in the concession opportunity. Generally, a unique interpretive concession requires highly unusual skills, abilities, experience, and knowledge that may be limited to only one party—such as a historical craft rarely practiced today—or may be unique to a specific park unit. People with such crafts, skills, and abilities include but are not limited to: brickmaker, cooper, gunsmith, potter, saddle/harness maker, silversmith, tinsmith, wheelwright, etc.

Other interpretive concessions may require special skills and abilities, but may not be considered unique. Examples include recreational skiing and interpretive tours dealing with nature.

In determining the qualifications of the prospective interpretive concessionaire, all or part of the following criteria should be considered:

- References from a trade or professional association representative of that trade;
- Tenure in the craft being performed;
- Examples made by the prospective concessionaire of the craft to be performed;
- Unique tools or equipment owned by the prospective concessionaire;
- Experience in interpreting the craft in a public setting;
- References from previous work experience in the craft by a journey tradesperson;
- Membership in a union of the designated craft;
- Attendance in or completion of an apprenticeship program of the craft;
- Attendance and/or graduation from a trade school of the craft.
To determine whether the trade is unique or whether there are experienced and interested prospective concessionaires, the Department shall advertise in local newspapers; notify prospective concessionaires on the Department’s master mailing list; and solicit recruits in trade newsletters, on the Internet, and in the State Contracts register. If the Department receives no interest in the interpretive concession opportunity, it may negotiate with the incumbent or with the prospective concessionaire.

This policy is effective immediately.
REQUEST FOR PROPOSALS

FOR

Historic-Style Candy Store

AT

Columbia State Historic Park
Tuolumne County, Columbia, California

Opening Date:
July 5, 2018

Closing Date:
August 15, 2018

RFP# P17CA057

STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY
CALIFORNIA STATE PARKS
PARTNERSHIPS OFFICE
1416 NINTH STREET, ROOM 1442-7
SACRAMENTO, CA 95814
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that California State Parks (State) is now accepting proposals for the concession operation described below.

<table>
<thead>
<tr>
<th>Concession Name</th>
<th>Historic-style Candy Store</th>
</tr>
</thead>
<tbody>
<tr>
<td>Park Unit</td>
<td>Columbia State Historic Park (SHP)</td>
</tr>
<tr>
<td>Proposal Closing Time &amp; Date:</td>
<td>August 15, 2018 at 2:00 PM</td>
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<tr>
<td>Proposal Submission Location:</td>
<td>Department of Parks and Recreation 1416 Ninth Street Room 1431 Sacramento, CA 95814</td>
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<tr>
<td>Concession Type</td>
<td>Historic-Style Candy Manufacturing and Retail Candy Store</td>
</tr>
<tr>
<td>Contract Term</td>
<td>Ten (10) Years</td>
</tr>
<tr>
<td>Minimum Rental Bid:</td>
<td>Guaranteed Annual Rent of $38,500 or 5% of the first $700,000 in gross sales and 6% of gross sales over $700,000, whichever is greater</td>
</tr>
<tr>
<td>Proposal Bond (due at time of proposal submission):</td>
<td>Twenty-Five Hundred Dollars ($2,500)</td>
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<tr>
<td>Performance Bond (due at time of contract execution):</td>
<td>One year’s minimum annual rent as bid</td>
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<tr>
<td>Proposer’s Minimum Years of Relevant Experience:</td>
<td>Three (3) Years</td>
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<td>Optional Pre-Proposal Meeting:</td>
<td>July 18, 2018 at 6:00 PM</td>
</tr>
</tbody>
</table>

For more information or to purchase a copy of the complete RFP, contact Anne Davigeadono at anne.davigeadono@parks.ca.gov or (916) 653-8939.

Lisa Ann L. Mangat, Director
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<td>PROPOSAL EVALUATION SHEET</td>
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<td>CONCESSION PROPOSAL, DPR 398</td>
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SECTION 1 - PROJECT SUMMARY

1.1 GOAL & OBJECTIVES

California State Parks Mission
The mission of California State Parks is 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.

Park Mission
Columbia SHP is a living historic town that preserves the commerce and mining of the California Gold Rush from 1855-1870. Its mission is to create a meaningful connection to the past for the visitors’ enjoyment, recreation and education.

Park Goals and Objectives
Columbia SHP allows the visitors a glimpse of the ever-changing, mid-1850s and 1860s boom town to experience and enjoy its sights, sounds and smells and to witness its evolution from a Gold Rush mining camp to a rich and prosperous city known as the “Gem of the Southern Mines”.

The Park goals are to make Columbia SHP come alive by re-creating its vital, exciting character that engages park visitors for fun and education; bring authenticity to the park by recognizing it as a valuable repository for history and as a steward for preservation; and provide resources to enhance understanding of Columbia’s history and landscape.

Goal of this Request for Proposals (RFP)
The goal of this RFP is to award a ten year contract, to an individual or business entity to develop, operate, and maintain an historic-style candy manufacturing and retail candy store to enhance the park visitor recreational and educational experience at Columbia SHP.

Objectives of this RFP
- Provide a historic-style candy store that demonstrates on-site handmade candy manufacturing and sales in the manner that might have been found in the building’s 1855-1870 interpretive period.
- Offer period-appropriate programs, services and/or activities to the public, including school-age children; programs that are multicultural, inspiring and relevant.
- Recreate interior/exterior settings, furnishings, and styles of service that are representative of the 1855 to 1870 period.
- Provide all park visitors with an accessible environment where they have an opportunity to participate, learn, and appreciate.
- Provide reasonable financial compensation to support the State, including the park operations and interpretive activities.
1.2 GENERAL INFORMATION

Site Description
Columbia is located in Tuolumne County in the western foothill region of California’s south central Sierra Nevada. The Park is approximately four miles north of Sonora, the county seat, and is two miles east of State Highway 49, the scenic route that connects many Mother Lode communities. By automobile, Columbia is slightly more than a two-hour drive from Sacramento, and a four-hour drive from the San Francisco Bay Area. With ideal spring and fall weather, this location experiences warm to hot summer days, and cool to cold winter days with small amounts of snow.

The Columbia area has about 3,000 residents and the nearby Columbia Community College has around 3,200 students. Two RV campgrounds are just minutes away from the park and are open year-round.

Columbia SHP, within the limits of the historic gold mining town of Columbia, is the best-preserved historic Mother Lode town in California. It is operated by California State Parks as a combination of government and private business collaborations.

The historic-style candy store building is located at 22726 Main Street, in the heart of Columbia SHP. The original building was constructed in 1854. The ground floor of the building is 41'10" x 80'10", and the entire original building is 41'10"x 48'10". A wood frame single story addition was added after the original construction, it measures 41’10"x 32’. There is office space and storage on the second floor, and production and retail space on the ground floor. The building is equipped with central air, a water heater, a sink, and one restroom. It otherwise comes unfurnished; all equipment, displays, and décor are to be provided by the concessionaire.

Historical Significance
Columbia SHP is recognized as a National Historic Landmark (NHL), the highest Federal designation bestowed on exceptional heritage resources in the United States. The town of Columbia was founded during California’s Gold Rush in 1850. It began as a small prospectors' camp and quickly turned into a town with thousands of placer miners. Within two years, the town had formally laid-out streets with over 150 wood-framed buildings. Major fires in 1854 and 1857 destroyed the town. Fire-resistant brick was subsequently used to rebuild, and many of these structures exist today. Columbia is in a unique geological setting. Gold deposits were found in limestone pockets and were removed using hydraulic mining technologies.

Only a decade after it was founded, the town’s population was on the decline. By the 1880’s, prospectors were tearing down vacant buildings to mine the last remaining gold beneath them.

Columbia was never abandoned and retained its historic character into the 20th Century. The town was revitalized in the 1920’s, with the rising popularity of tourists motoring to quaint, rural places. By 1945, at the community’s request, the State of California
acquired most of the town’s historic buildings and classified the unit as a State Historic Park.

**Current Concession Operations**
The current concessionaire, Columbia Candy Kitchen, Inc., has been operating under a ten-year concession contract that expired October 31, 2015 and is on month-to-month holdover status. The current concessionaire provides an historic-style candy store, representative of the 1855-1870 interpretive period, specializing primarily in the sale of candies manufactured on-site utilizing nineteenth century unique tools and equipment similar to what may have been found in Columbia between the historic period of 1855 to 1870. The concessionaire manufactures a variety of candies on-site, in public view and with visitor participation. The store caters to a wide range of park visitors, including family groups and school groups, and the activities, goods and services provided by the concession further the visitor’s understanding of Columbia during the California Gold Rush.

Many other concession businesses operate in Columbia SHP and include multiple lodging facilities, an equestrian stagecoach, saloons, restaurants, specialty retail and clothing stores, a coffee house, a candle and soap store, a photo studio, an historic theater, an ice cream parlor, a bookstore, the Artificers’ Exchange, and interpretive exhibits. Information about each of these concessions is available at [http://www.parks.ca.gov/?page_id=26372](http://www.parks.ca.gov/?page_id=26372).

The gross sales and rent for the last four (4) years as reported by the current concessionaire:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Gross Receipts</th>
<th>Rent to State</th>
<th>Visitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016/17</td>
<td>$824,669</td>
<td>$41,233</td>
<td>Not available</td>
</tr>
<tr>
<td>2015/16</td>
<td>$781,295</td>
<td>$39,065</td>
<td>451,071</td>
</tr>
<tr>
<td>2014/15</td>
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<tr>
<td>2013/14</td>
<td>$699,068</td>
<td>$34,953</td>
<td>484,497</td>
</tr>
</tbody>
</table>

**NOTE:** The preceding is for general information only. The State does not guarantee its accuracy. It is recommended that proposers personally investigate the premises and park environs.
1.3 CONCESSION CONTRACT SUMMARY

This ten (10) year contract will provide for the operation of a historic-style candy manufacturing and retail candy store called the “Columbia Candy Kitchen.” The intent of the contract is to provide the public with high-quality, reasonably priced goods and services in an authentic manner and atmosphere that enhances the visitor’s experience and the interpretive, natural, and cultural resources of the park.

The following is a summary of important contract provisions. It is critical for proposers to understand all the terms and conditions of the Sample Concession Contract included herein. If a proposer is awarded a contract, the successful proposer has 30 days to review and sign the awarded contract. The successful proposer shall be expected to accept the provisions of the Sample Concession Contract as written. If necessary, minor clarifications, approved by staff counsel, the Department of General Services, and the Attorney General, may be made prior to State’s contract execution.

At a minimum, the successful proposer will be required to:

1. Develop, equip, operate and maintain a historic-style candy manufacturing and retail candy store, catering to a wide range of park visitors, including family groups and school groups, to further the visitor’s understanding of Columbia during the interpretive years of 1855-1870.

2. Have the ability and experience in carrying out the ongoing interpretive responsibility to stock, display, and sell appropriate goods representative of the merchandise sold during the period of 1855-1870, using the mid-nineteenth century display and merchandising techniques.

3. Have a minimum of three (3) years’ experience owning, managing, or operating a historic candy manufacturing and retail business for sale to the public, with at least one year of operational gross sales not less than $500,000.

4. Manufacture a variety of candies by hand, on-site, for public viewing and participation.

5. Own 19th century tools and equipment to display and use in on-site candy manufacturing of period appropriate candy.

6. A minimum of seventy five percent (75%) of all candies sold must be manufactured on-site. At least three percent (3%) of all candies sold must be sugar free. Period candies for school-age visitors are required. Concessionaire agrees to provide for sale at least three historically representative candies, one must be sugar-free, appropriate for children up to 12 years of age for a price below three dollars ($3) (2016 dollar value).

7. Pay as annual rent the amount presented in the proposal, which at a minimum shall be the greater of thirty-eight thousand five hundred dollars ($38,500) or five percent
(5%) of the first $700,000 in gross sales and six percent (6%) of gross sales over $700,000.

8. Implement the Operation, Facility Improvement, and Interpretive Plans as described in Proposal Instructions that clearly demonstrate the proposer’s commitment to provide products, services and facilities that comply with Federal, State, and Local accessibility guidelines. The plans will become exhibits of the final contract subject to State review and approval.

9. At a minimum, be open to the public between the hours of 10:00 a.m. and 5:00 p.m. seven (7) days per week from Memorial Day through Labor Day, six (6) days per week from April 1 through Memorial Day and from Labor Day through September 30, and five days per week beginning October 1 through March 31, during each calendar year. The closed day(s) shall not include weekends or holidays except the concessionaire may close Thanksgiving Day and December 25th.

10. Require concession employees when in public view to be attired in period-appropriate clothing designated by the historic period and approved by the State.

11. Maintain the premises, facilities, furnishings, and equipment in good condition, including state-owned artifacts and furnishings in accordance with applicable State guidelines, and as set forth in the Sample Concession Contract. All housekeeping and maintenance shall be at Concessionaire’s own cost and expense.

12. Provide a continuing Performance Bond in the amount of one year’s minimum annual rent as bid.

13. Pay for all taxes applicable to the operation of the concession, including possessory interest taxes, and all utility services as required by the operation and contract.

14. Provide general commercial liability, worker’s compensation, and property insurance as required by the contract.

15. Obtain all necessary licenses, permits, and approvals as set forth in the concession contract and abide by all applicable health, safety, and environmental codes and regulations.

16. Comply with the letter and spirit of current and subsequent guidelines or plans, including general plan amendments or updates, management and interpretive plans, historic structure reports, and others.

17. Demonstrate compliance with labor laws established by the National Labor Relations Board.
The successful proposer will not:
1. Provide sales or services considered inappropriate, deemed objectionable, or denied by the State.

2. Charge prices in excess of those approved by the State.

3. Promote or participate in activities that are incompatible with the rules, regulations, guidelines, or the mission of the State.

Note: This contract summary is for general information only. Terms and conditions are set forth in detail in the Sample Concession Contract.
SECTION 2 - THE RFP PROCESS

2.1 PROPOSAL PROCESS

Tentative Proposal Dates

July 5, 2018 .......................... Opening Date - Publication of the RFP
July 18, 2018 ......................... Optional Pre-Proposal Meeting
July 25, 2018 .......................... Questions - Last date for proposers to submit written questions
August 1, 2018 ........................ Answers - DPR written responses to questions
August 15, 2018 ...................... Closing Date - Deadline for proposal submission
August 2018 .......................... Investigation and evaluation of Proposals
September 2018 ..................... Notification of “Intent to Award Contract”
October 2018 .......................... Award, preparation, and execution of contract
November 2018 ..................... Ten year contract begins

Note: This schedule does not consider unforeseen factors that could impact the timing of the project. It is the intent of the State to keep proposers apprised of changes in the schedule as they occur. Should the award of the contract be protested, additional time will be required to resolve the matter.

Optional Pre-Proposal Meeting

It is strongly recommended that the proposer or designated representative attend the optional pre-proposal meeting at 6:00 PM on July 18, 2018 at Columbia SHP, Eagle Cotage, 11195 Washington Street, Columbia, California. The meeting provides an equitable forum for all proposers to:
- Meet local State staff;
- Receive information on the park and facility history;
- Learn about the RFP process, proposal submission documents, and contract award;
- View the concession site

RFP Content Questions

Questions regarding this RFP must be submitted in writing and received no later than 5 PM on July 25, 2018. To ensure fair competition, all proposers will receive the same information and materials; no telephone or personal inquiries about this RFP will be answered. Questions will be submitted in writing to the State by email or fax at the address and phone numbers listed below. A written compilation of all questions and answers, and any RFP addenda, will be posted at www.parks.ca.gov/concessions and sent by electronic mail to those who submitted questions. Questions will be answered as clearly and completely as possible without jeopardizing the competitiveness of the proposals.
Prospective proposers and interested parties may submit written questions at the pre-proposal meeting, or send them electronic mail by the deadline to:

California Department of Parks and Recreation
Partnerships Office
1416 9th St, Room 1442-7
Sacramento, CA 95815
Attn: Anne Davideadono
anne.davideadono@parks.ca.gov

Proposal Bond
Proposals must be accompanied by a Proposal Bond or cashier’s check payable to the State of California, California State Parks, in the amount Twenty-Five Hundred Dollars ($2,500). By submitting a proposal bond, the proposer agrees that the bond may be cashed and retained by the State. If a cashier’s check is submitted it will be cashed by the State. In the event the proposer fails to execute the contract, the bond or cashier’s check will be retained by the State. Further, by submitting a proposal, proposer agrees that the State will suffer costs and damages not contemplated otherwise should proposer be awarded the contract but fail to execute and proceed with the contract, the exact amount of which will be difficult to ascertain. Accordingly, it is agreed that such retained sums shall not be deemed a penalty, but, in lieu of actual damages, shall represent a fair and reasonable estimate of damages to the State for failure of the proposer to execute and proceed with the contract upon notification of award by the State. Bonds will be returned to all proposers once a contract is signed by the Best Responsible Proposer.

Proposal Submission
The proposal, including the Proposal Bond, must be received by 2:00 p.m. on August 15, 2018 at:

Department of Parks and Recreation
Partnerships Office
1416 9th Street, Room 1431
Sacramento, CA 95814

Proposal Format & Content
The proposal package must be sealed and clearly marked on the outside with “Proposal for Historic-Style Candy Store at Columbia State Historic Park”. Please submit an original plus seven (7) copies of the proposal in 8.5” x 11” three-ring binders. All material should be presented in an 8.5” x 11” portrait format with tabs for each section. Larger formatted graphic exhibits are acceptable if folded to fit within the 8.5” x 11” three-ring binder.

Confidentiality of Proposals
All proposals submitted to an RFP become the property of the State and are subject to the requirements of the California Public Records Act (California Government Code
Section 6250 et. seq.) The proposer must clearly identify in writing, within the body of the proposal, all copyrighted material, trade secrets, or other proprietary information the proposer claims are exempt from disclosure under the Public Records Act, this includes denoting where the confidential material begins, ends, and the specific reason(s) for the exemption. Proposers claiming exemption must include the following statement in their proposal:

The proposer agrees to indemnify and hold harmless the State, its officers, employees, and agents from any claims, liability or damages against the State, and to defend any action brought against the State for proposer’s refusal to disclose such material, trade secrets, or other proprietary information to any party. Proposer acknowledges and understands that State may release information in the proposal claimed by proposer to be exempt from disclosure under the Public Records Act, and that proposer waives any claims against the State for this release.

Failure of a proposer to include this statement and/or identify in writing the claimed exempt material, as set forth above, shall be deemed a waiver of any exemption from disclosure under the Public Records Act. In the event of a protest to State Parks’ intent to award a concession contract, State may, in its sole discretion, release any or all of the contents of the proposals to the proposers for purposes of hearing the protest. Otherwise, proposer requests to review proposal submissions will not be allowed until after a fully executed contract is signed and approved by the State.

Withdrawal of Proposals
Proposals may be withdrawn at any time prior to the proposal closing date and time provided that a written request executed by the proposer or his/her duly authorized representative for the withdrawal of such proposal is filed with the State. Upon withdrawal of a proposal prior to the closing date, the proposal bond will be returned to proposer. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal and bond prior to the proposal closing date and time. However, once the proposal closing date and time has passed, proposals shall be irrevocable.

2.2 EVALUATION PROCESS

Verification of Proposal Information
The State may obtain credit reports and verify tax form information to further establish the qualifications of any proposer. All proposers may be subject to a personal interview and inspection of his/her business premises prior to award. Proposers should notify bank and business references in writing that a representative from the state will be contacting them concerning the financial and credit information furnished to the State with the proposal.
State’s Right to Reject Proposals, Waive Defects and Requirements
The State reserves the right to accept or reject any or all proposals, and waive any or all immaterial defects, irregularities, or requirements in the RFP for the benefit of the State, so long as such waiver does not give any proposer a material advantage over other proposers. A proposer shall not be relieved of his/her proposal nor shall any change be made in his/her proposal due to a proposer error.

Supplemental Information
At its sole discretion, the State reserves the right, but does not have the obligation, to seek supplementary information or clarification from any proposer at any time between the dates of proposal submission/acceptance and the contract award. The State may obtain credit reports and/or make background inquiries to further establish the qualifications of any proposer. Proposers may be required to make a presentation to the Concession Contract Award Board.

Proposal Evaluation
All proposals received shall be evaluated for form and content in accordance with the requirements of this RFP. Upon receipt of more than one proposal for this concession contract, a Contract Award Board will evaluate and score each eligible proposal pursuant to the point system and selection criteria as described in the Proposal Instructions and Proposal Evaluation Sheet. Proposals not containing all of the items in the Concession Proposal form (DPR 398) may be rejected at which time the proposal bond will be released.

Contract Award Board
Upon receipt of multiple proposals, Concession Contract Award Boards are appointed by the Director of California State Parks, or his or her representative, and convened to review, evaluate, and rate each proposal received and make a recommendation to the Director regarding the selection of the “Best Responsible Proposer.” The Award Board for this contract may include park staff with related expertise, such as Field Division Chief, Deputy Director, Park Design and Construction staff, or District Superintendent, and representatives from other public agencies or the private sector.

Contract Award
If an award is made, the award for a concession contract will be to the “Best Responsible Proposer” in accordance with Section 5080.23 of the Public Resources Code. The “Best Responsible Proposer” will be the proposer whose proposal meets the criteria set forth in the RFP, receives the highest total score, and as determined by the Contract Award Board and approved by the Director as the person or entity that will operate the concession in the best interest of the state and the public. In the event only one proposal is received for either contract, the State may award contract upon determination the one proposal passes each of the required RFP elements. Execution of the awarded concession contract is subject to approval by the State’s control agencies, which include the Department of General Services and the Attorney General, and will not be binding on the State or the successful proposer until such approval is obtained. In the event the State does not identify a “Best Responsible Proposer”
through the competitive bid process, the State may negotiate a concession contract under the provisions of Public Resources Code Section 5080.16(a).

**Protest of Award**

Based on California Code of Regulations, Title 14, Division 3, Chapter 3, Section 4400 and California State Parks policy, within ten (10) calendar days after State has issued a notice of intent to award a concession contract for a term in excess of two (2) years following a request for proposals or invitation to bid, any proposer/bidder may file a written statement of protest against awarding of the contract with the Director of California State Parks. The statement shall be signed by the protestor, shall specify the grounds for the protest and may include a demand for a hearing. Failure to file a verified petition within the ten-day period shall constitute a waiver of the right to protest. Protests must be sent to:

Director  
California State Parks  
1416 Ninth Street, 14th Floor  
P. O. Box 942896  
Sacramento, California 94296-0001  
Fax: 916-657-3903

A copy of the protest must be served on the Attorney General within the ten-day period by the proposer/bidder. Serve the Attorney General at:

State of California  
Department of Justice  
Office of the Attorney General  
Land Law Section  
1300 I Street  
Sacramento, California 95814  
Fax: 916-322-5609

If a protest is timely served and a hearing is demanded, or if the Director on his or her own motion orders a hearing, proceedings shall be conducted according to the Administrative Procedure Act, and the protest statement shall be treated as a statement of issues (Govt. Code 110504). Issues not raised in the protest statement are deemed waived. The filing of a protest does not prevent the State from awarding the contract.

Any recommendation or decision of the hearing officer shall be submitted to the Director for approval, adoption, modification, disapproval, or other interlocutory or final action. If a hearing is not so demanded or ordered, the action of the Director shall be final.

**2.3 CONTRACT EXECUTION**

**Preparation of Contract**

Subsequent to the award of a contract, if an award is made, the State will prepare a final contract for execution. The contract will contain "exhibits" developed from the
selected proposal including the proposal’s Operation, Facility Improvement, and Interpretation Plans, as required. Minor changes or modifications to the contract, proposal plans, and contract exhibits may be made prior to execution based on agreement between the State and concessionaire. However, no material change to the concession contract or its exhibits as presented in the RFP and in the selected proposal may be made.

**Performance Bond and Insurance**
The successful proposer will be required to submit a Performance Bond and evidence of insurance required under the contract. Failure to submit the bond and/or insurance verification within the time limit presented may be treated as a refusal to execute, if the State so elects. The State may take the Proposer Bond and select the next Best Responsible Proposer.

**Failure to Sign/Deliver Contract**
A failure of the successful proposer to sign and deliver the contract within thirty (30) days of receipt may be treated as a refusal to execute, if the State so elects. The State may retain the Proposer Bond and select the next Best Responsible Proposer.
SECTION 3 - THE PROPOSAL

3.1 INSTRUCTIONS FOR THE CONCESSION PROPOSAL
A completed Concession Proposal form (also known as DPR 398) and a Proposal Bond will constitute the proposal. Proposer must complete all sections, respond to all questions, and fill in all blanks of the form. Inapplicable questions or blanks should be marked “N/A” or “Not Applicable”. Failure to properly complete the form may disqualify the proposal. If the proposal does not satisfy Level I and II requirements listed within RFP Section 3.3 Proposal Evaluation Sheet, the proposal will be disqualified from further consideration.

The proposal must be clear and unambiguous. It should clearly commit the proposer to enter into a contract with the State to provide the services and other concession improvements as required by this RFP and offered in the proposal. Financial commitments must be made and conditional only on contract execution.

The submission of a proposal shall be deemed evidence that the proposer is aware of the responsibilities of being a concessionaire and have carefully examined State laws relating to California State Park concessions; possessory interest tax as related to concessions; the site(s) selected for said concession; obligations and responsibilities related to local control agencies and permitting requirements; and the proposal instructions, proposal form, and the sample concession contract included herein.

I. PROPOSER INFORMATION

A. Proposer Identification

Incumbent Factor
The incumbent concessionaire is defined as the individual, partnership, limited liability company or corporation that currently operates the concession advertised in this RFP. Such concession operation must be at the same site, comprise the same type of operation(s), and provide substantially the same types of products and services as those specified in the RFP. Incumbent proposals are awarded points based on periodic Performance Evaluations (DPR 531) performed by the State. Poor Performance Evaluations may result in negative point scores.

Small Business Status
Preference will be granted to proposers properly certified as Small Businesses as defined in Title 2, Section 1896, et seq., California Code of Regulations. To claim this preference, proposals must include a copy of the Small Business Certification and Office of Small Business (OSB) identification number; and the certified Small Business name must match the Business Name entered on the Concession Proposal form (also known as DPR 398), Section I Proposer Information, Subsection A. Proposer Identification. To ensure a certifiable document, applications should be submitted to OSB well before the proposal closing day and properly identify a business type consistent with this RFP. It is the proposer’s responsibility to contact OSB to verify the
Historic-Style Candy Store

Columbia State Historic Park

completeness of the application. Incomplete documents are not certifiable. Proposers may obtain an application for Small Business Certification from:

Office of Small Business and DVBE Certification
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95605
(800) 559-5529 or (916) 375-4940
Fax (916) 374-4950

B. Business Information
Select the type of business that describes the proposing entity (Sole Proprietorship, Partnership, Joint Venture, Limited Liability Company or Corporation) and provide the requested information. The type of business must be established prior to submitting a proposal and must not be a condition of receiving the contract.

- Corporations shall include a copy of the Articles of Incorporation with the California Secretary of State seal, and a board resolution to authorize the concession proposal and identify the individual authorized to act on behalf of the corporation.

- Limited Liability Companies (LLC) shall include a copy of their Articles of Organization with the California Secretary of State seal (LLC-1 or LLC-5) and the Statement of Information (LLC-12) to identify the managing member or members of the organization.

- Partnerships shall include a copy of the Partnership Agreement which clearly explains the role of each partner.

C. Individual Information
This section must be completed by each individual, partner, and member of joint ventures; CEO, officers, and holders of 25% or more of the company’s shares for corporations; concession manager; and the managing member(s) of the organization identified on the LLC-12 for a limited liability company. The aforementioned identified individual(s) must also complete and sign the Authorization to Release Information in Section IV.

Experience
For the purpose of this RFP, proposers must have a minimum of three (3) years’ experience owning, managing or operating a business of similar type, size and scope as the concession operation described in this RFP. A similar business type and scope is one that manufactures candy or confections for sale to the public, with at least one year of operational gross sales not less than $500,000. Proposals with less than the minimum experience will be disqualified.

Provide a narrative describing in detail the duration, extent, and quality of the proposer’s education and business experience with special emphasis on the experience and
qualifications related to the subject concession. Be specific with respect to the type and
dates of experience, the proposer’s role in the management and specific duties, type
and size of operation, quality of operation, public agency involvement, contractual
relationships, and other factors that demonstrate an ability to successfully operate the
proposed concession. Attach additional information as needed.

D. Statement of Financial Capability
Proposers must present evidence satisfactory to the State demonstrating their ability to
finance, construct, operate, and maintain the concession facilities as proposed. For the
purposes of this RFP, proposers must have the ability to access the minimum amount
described in the Concession Feasibility statement to implement their business plan
inclusive of facility improvements. The proposer’s statement of financial capability must
describe the source of funding with support documentation described below:

Source of funding and cost of concession development: Identify and describe the
specific source of funding that the business will use to undertake the project as
proposed. If the development will be funded by proposer cash or company resources
(i.e., parent company, third party, LLC partners, etc.), provide documentation such as a
recent bank statement or other supporting documents to demonstrate these funds are
available and unconditionally committed to this concession project. If funds are to be
borrowed to finance any portion of the total investment, proposer must provide loan
commitment documentation such as a letter-of-intent from the bank, or other lending
entity indicating the minimum amount to be loaned and any applicable percentage rate.
The loan commitment may contain the qualification that the loan will be consummated
only upon award of an agreement with the State, otherwise the commitment must be
irrevocable and unconditional.

Business Financial Statement: Use the Business Financial Statement to describe the
current and true condition of the business’ assets, liabilities, and net worth. Round
figures to the nearest dollar. If the business is a partnership or joint venture, each
general partner or joint venturer must individually submit a Business Financial
Statement. A complete and accurate Business Financial Statement will reflect assets
equal to the liabilities and net worth amounts. Proposer may provide copies of forms
filed with the Internal Revenue Service, where applicable.

E. Credit Worthiness
Proposers must present evidence of credit worthiness. At a minimum, evidence should
include a complete credit report issued by a nationally recognized credit bureau within
60 days of the proposal due date, and include the FICO score for sole proprietors, each
partner within a partnership, and managing member of an LLC. Corporations shall
provide the report from a recognized agency such as Dun & Bradstreet (D&B). Any
derogatory information listed on said reports must be explained. Below average FICO
scores, outstanding debts, delinquent payment history on current concession contracts,
and any other derogatory information may disqualify a proposal.
F. References
Financial, client, and vendor references are used to confirm information provided by proposers and to evaluate the proposer’s quality of experience and past performance. Proposers should submit one reference for each reference type required below. However, to adequately substantiate the claims made in the proposal, proposers are encouraged to provide three references that are familiar with the individual and business. Proposers should notify their references in writing that a representative from the State will be contacting them.

For the purposes of this RFP, proposers should provide the references from the following sources:
- Financial References: Include the bank or savings and loan institution.
- Client or Business References: Name clients or other persons that most accurately reflect the business performance and ability to fulfill contract obligations with other entities for the provision of goods and services.
- Vendor References: Proposers should provide vendor references if they are a pre-existing business currently utilizing vendors.

II. PROPOSAL INFORMATION
Provide an Operation, Facility Improvement, and Interpretive Plan (as required) that addresses each of the checked elements in the Concession Proposal form (DPR 398). Each element of the Concession Proposal is described below. Proposers may submit additional information to describe and enhance their proposal.

As a condition of the contract award, the successful proposer may be required to revise or further develop these plans to the satisfaction of the State and prior to the execution of the contract. If and when it is accepted, the final plans will be incorporated as exhibits to the contract and become an obligation of the concessionaire.

A. Operation Plan
The Operation Plan should address the following elements and must demonstrate an understanding of and commitment to achieving the objectives of this RFP. The proposal must also adhere to the operational requirements as described in the Sample Concession Contract.

Vision/Mission Statement
Provide a Vision/Mission Statement that captures both Columbia SHP’s mission statement and proposer’s goals and objectives for the concession business.

Organizational Structure
Provide an organization chart and staffing plan that can guide the operations and ongoing management of the concession business. The plan should identify the proposed concession manager; position titles and salaries for all job classifications with a summary of the required job skills, qualifications and duties; and the number of existing or proposed employees in each job classification to support the operation.
Transition/Business Start-Up
Provide a plan and timeline for starting concession operation, and providing a seamless transition in customer service, if applicable.

Maintenance and Housekeeping
Provide a comprehensive plan to maintain the concession facilities in first-class condition according to the standards set forth in Section 10 and Exhibit H of the Sample Concession Contract throughout the term of the contract. The maintenance plan must describe staffing noting required skills or qualifications, any subcontracted services, housekeeping and maintenance schedules, and annual budget allocation.

Customer Service
Describe a clear commitment to successfully implement an effective customer service program. The plan should include, but is not limited to, previously established and effective customer service program models, adequate employee staffing and management oversight, hours of operation equal to or greater than required by this RFP, and a customer satisfaction feedback survey program.

Employee Staffing and Training
Describe personnel policies and training program for all employees including, but not limited to, hiring practices; probationary period; health, safety, and grievance policies and procedures; performance monitoring; uniform requirements; business orientation; job training; and park orientation training. Such programs must provide sufficient staffing with the skills and knowledge to ensure the provision of high-quality services, as well as, the ability to respond to public inquiries regarding state parks and answer basic questions about the park’s interpretive themes.

Marketing and Advertising
Describe proposed marketing and advertising methods; identify media sources and sample advertising materials, schedules, brochures, signage; and specify an annual marketing budget allocation. Favorable consideration will be given to proposals that identify focused efforts to increase visitors from California’s multi-ethnic populations.

Community Involvement
Describe commitment to create added value and benefit to the surrounding community. This may include special events, educational programs, participation in community service activities, as well as collaboration with other park unit concession businesses. At a minimum, proposers should demonstrate knowledge and commitment to participate in State-sponsored events. Proposer should identify any special skills, knowledge, and resources needed and available to implement the plan.

Products, Merchandise, and Services
Provide a detailed description of the proposed products and services to be provided by the concession operation. The products and services offered should meet or exceed
the needs of the park users, and be compatible with and complementary to the mission of the park.

Prices and Pricing Policies
Provide a price schedule for a representative sample of the proposed products and services. The policies should include an explanation of the process to be used to establish prices for products and services. Such policies should provide park visitors with quality products at reasonable prices considering the competition of comparable markets for similar products, services and cost of doing business.

Conservation and Recycling
Outline the proposer’s approach to solid waste management, including reduction, re-use, and recycling, use of post-consumer recycled products, water and energy conservation, pest management, hazardous materials handling, air quality, and other applicable facets of resource conservation and environmental protection that are applicable to the concession operation. The plan should clearly commit proposer to a program that will minimize negative impacts on the environment and encourage park visitors to do the same.

Accessibility
Describe commitment to ensure that visitors with disabilities will have access to all of the events and services provided through the concession operation in accordance with the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, and California Government Code Sections 4450 et. seq. and 7250. Additional accessibility resources are available at www.ada.gov; http://www.parks.ca.gov/?page_id=21944 (State Parks Accessibility Program; and http://www.parks.ca.gov/?page_id=22651 (All Visitors Welcome handbook).

As a condition of the contract award, the successful proposer may be required to revise or further develop the Operation Plan to the satisfaction of the State and prior to the execution of the contract. If and when it is accepted, the final plan will be incorporated as an exhibit to the contract and become an obligation of the concessionaire.

B. Facility Improvement Plan
The Facility Improvement Plan should address the following elements and meet or exceed the objectives of this RFP to provide high-quality and accessible facilities. Greater consideration will be given to those proposals that clearly demonstrate an ability to implement the plan. In addition, the successful proposer must adhere to the facility requirements as described in the Sample Concession Contract.

Furnishings
Describe the intended permanent and non-permanent furnishings, equipment, décor, and layout. At a minimum, proposal shall include a diagram of the proposed floor layout, noting counters, shelving, refrigeration, cooking/heating, storage, and walkways.
Facility Development
Describe any proposed facility improvements. Include the resumes of the proposed architects and contractors to be used and descriptions and/or schematic drawings of the work to be accomplished and items to be installed. Proposer may submit lists, drawings, pictures, and diagrams to illustrate and clarify the plans.

Accessibility
Identify and describe the plan to remove any identified physical barriers to accessibility. Include a description of the barriers identified, the means used to identify barriers and a timeline for the removal of said barriers. Any barriers to accessibility must be removed or remedied within one-year of a new contract.

Implementation
Provide a timeline for completion of any capital improvements and installation of said décor and equipment prior to the commencement of operations and a description of each step in the process.

Cost Estimates
Provide a cost breakdown for the Facility Improvement Plan including furnishings.

As a condition of the contract award, the successful proposer may be required to revise or further develop the Facility Improvement Plan to the satisfaction of the State and prior to the execution of the contract. After the State’s review and approval, the Facility Improvement Plan from the successful proposal shall be included as an exhibit to the contract.

C. Interpretive Plan
The Interpretive Plan should address each of the following elements, demonstrate an understanding of the park’s interpretive programs, and contribute to the overall interpretive messages of the park. The goal is to achieve a park visitor experience, through look, feel, and ambience, of stepping back in time to the California Gold Rush days between 1855 and 1870 in Columbia. Proposals may include drawings and pictures to illustrate and clarify the plan. More points will be awarded to proposals that integrate the park’s interpretive theme into the daily operation of the concession. Resources for the development of an Interpretive Plan are available: Workbook for Planning Interpretive Projects in California State Parks at www.parks.ca.gov/pages/735/files/interpprojectworkbook.pdf; and Guide for Preparing a Furnishing Plan: Furnishing and Interpreting Historic Structure Museums at www.parks.ca.gov/pages/735/files/Guide_for_Preparing_Furnishing_Plan.pdf. A list of general interpretive considerations that can significantly affect the look, feel, and ambiance of the interpretive period is provided below:

- Exterior lighting
- Signage
- Hangtags (product)
- Displays and Casework
Historic-Style Candy Store

- Counters
- Wood coverings over cash register and other modern intrusions
- Brown paper and twine for packing product
- Paint hues and type (i.e. milk paint)
- Consideration of type of window treatments
- Period print advertising
- Appropriate/period product line(s)
- Period manufacturing equipment
- Eliminate plastic, cardboard, pressboard, Styrofoam (and other modern packaging)
- Period exterior surfaces, walkways, sides of buildings
- Product labels
- Staff period attire
- Period style seating
- Period demonstrations/activities/events
- Interpretive panels and information

A reference list is provided in Section 3.4 of this RFP to further aid in the development of the Interpretive Plan.

Business’ Interpretive Theme
Describe the interpretive theme of the business, including the specific years to be interpreted for the building’s 1855-1870 interpretive period. More information about Columbia’s interpretive themes can be found in the Columbia SHP General Plan, pages 70-71. Also, see Workbook for Planning Interpretive Projects in California State Parks, pages 49-50 for more information on interpretive themes.

Interpretive Programs and Activities
Describe plans for interpretive programs and activities. Interpretive activities should be conducted on a regular basis, integrating concession activities with the historic daily duties of a shopkeeper of the interpretive period, such as demonstrations appropriate to a grocery and general store. Describe plan to provide an interpretive program for multi-ethnic, multi-generational visitors.

Business’ Ambiance
Describe plan to develop and implement historical ambiance including such things as historic characterizations, environment, costumes, furnishings, signs, wall treatment, advertising, window coverings, equipment, tools, display shelves, counters, tables, chairs, and product packaging. Proposers must clearly describe provisions to camouflage, disguise or adapt modern equipment to represent the interpretive period described in this RFP.

Primary Education
Describe plan to provide an educational experience to school age (K-8) children with an emphasis on 4th grade California history.
As a condition of the contract award, the successful proposer may be required to revise or further develop the Interpretive Plan to the satisfaction of the State and prior to the execution of the contract. After the State’s review and approval, the Interpretive Plan from the successful proposer shall be included as an exhibit to the contract.

D. Rental Offer
The concessionaire will be required to pay as annual rent a guaranteed amount of thirty-eight thousand five hundred dollars ($38,500) or five percent (5%) of the first $700,000 in Gross Sales and six percent (6%) of Gross Sales over $700,000, whichever is greater. Proposers shall bid both the Rental Guarantee and the Percentage of Gross Sales as specified in the Concession Proposal form (DPR 398). For the purposes of this RFP, the Rental Guarantee must be at least $38,500 and the Percentage of Gross Sales must be at least 5% and 6% as described in this section. Any offer below the minimum rent requirements will result in proposal disqualification.

E. Concession Feasibility
Complete the Concession Development Cost Estimate, Proposed Means to Finance Concession, and the Financial Proforma with projections for the duration of the proposed contract term to demonstrate proposer’s ability to successfully initiate the proposed concession in a financially responsible manner. The financial projections should consider the commitments made within the Operation, Facility Improvement, and Interpretive Plans (as applicable). This information must substantiate proposer’s ability to develop, equip, operate and maintain the concession in a high-quality manner; provide the public with quality products and services at reasonable and competitive prices; pay the State the rental offered; and provide a reasonable return on the investment. Fiscal documentation that will be considered to receive a pass include the financial proforma; the business financial statement; business, vendor, bank, and/or financial references; credit worthiness; and similar documents.

III. PROPOSAL SUMMARY
The Proposal Summary should summarize relevant experience, knowledge, and expertise, and the Operation, Facility Improvement, and Interpretive Plans (as applicable) in 250 words or less.

IV. CERTIFICATION OF PROPOSER INFORMATION
A. Labor Law Compliance Certification
A request may be made to the National Labor Relations Board for information regarding Administrative Hearing decisions against each proposer. Proposer must have no more than one final, unappealable finding of contempt of court by a federal court issued for violation of the National Labor Relations Act within the two-year period immediately preceding the closing date of this RFP or the proposal will be disqualified.

B. Proposer Certification
A completed certification must be included with the proposal or it may be disqualified.
C. **Authorization to Release Information**
A signed authorization for each individual, partner, member of joint ventures, officer of corporations, Concession Manager, and holders of 25% or more of the company’s shares (as applicable) must be included or the proposal may be disqualified.

V. **PRIVACY NOTICE**
This section provides notice to proposers. No action by proposers is necessary.
3.2 PROPOSAL EVALUATION CRITERIA

Incumbent Preference
Incumbent proposals are awarded points based on annual Performance Evaluations (See DPR 531 in the Sample Concession Contract) performed by the State as follows. The absence of Performance Evaluations defaults to a rating of “Excellent.”

<table>
<thead>
<tr>
<th>Overall Rating of Evaluation</th>
<th>Number of Years Rating Was Received</th>
<th>Points Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Excellent”</td>
<td>3 out of last 3 years</td>
<td>5 points</td>
</tr>
<tr>
<td>“Excellent” with no “needs improvement” or “unsatisfactory”</td>
<td>2 out of last 3 years</td>
<td>3 points</td>
</tr>
<tr>
<td>“Excellent” with no “needs improvement” or “unsatisfactory”</td>
<td>1 out of last 3 years</td>
<td>2 points</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>3 out of last 3 years</td>
<td>1 point</td>
</tr>
<tr>
<td>“needs improvement” or “unsatisfactory”</td>
<td>1 out of last 3 years</td>
<td>- 1 point</td>
</tr>
<tr>
<td>“needs improvement” or “unsatisfactory”</td>
<td>2 out of last 3 years</td>
<td>- 3 points</td>
</tr>
<tr>
<td>“needs improvement” or “unsatisfactory”</td>
<td>3 out of last 3 years</td>
<td>- 5 points</td>
</tr>
</tbody>
</table>

Small Business Preference
Five points will be awarded to those proposers who have a complete and certifiable application on file with the Office of Small Business Certification.

Experience
For the purposes of this RFP, proposers must have a minimum of three (3) years’ experience owning, managing, or operating a business of similar size, type, and scope as the concession operations set forth and envisioned by this RFP. If proposer experience meets the minimum qualification as described in Section I Proposer Information, Subsection C Experience, it will be rated according to the years of relevant experience as verified by references and relevance to the business described in this RFP.

Operation Plan
A maximum of twenty-five (25) points will be awarded based upon the degree to which the proposal addresses each of the elements described in Section II Proposal Information and identified in the DPR 398, Concession Proposal.
Facility Improvement Plan  
15 Points
A maximum of fifteen (15) points will be awarded based upon the degree to which the proposal addresses each of the elements described in Section II Proposal Information and identified in the DPR 398, Concession Proposal.

Interpretive Plan  
20 Points
A maximum of twenty (20) points will be awarded based upon the degree to which the proposal addresses each of the elements described in Section II Proposal Information and identified in the DPR 398, Concession Proposal.

Rental Offer  
20 Points
For the purpose of assigning points in the Proposal Evaluation, the highest acceptable rental offer* for each category of rent required (Rental Guarantee and Percentages of Gross Sales) will be assigned the maximum points available for that category. Each lower rental offer will be assigned points in relation to the highest rental offer as follows:

Rental Guarantee  
(Minimum bid is $38,500)

\[
\frac{(\text{Bid Amount}) \text{ minus } (\text{Guaranteed Rent})}{(\text{Highest Bid Amount}) \text{ minus } (\text{Guaranteed Rent})} \times 10 \text{ points} = \text{_____ points}
\]

Percentage of Gross Sales up to $700,000  
(Minimum bid is 5%)

\[
\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 6 \text{ points} = \text{_____ points}
\]

Percentage of Gross Sales over $700,000  
(Minimum bid is 6%)

\[
\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 4 \text{ points} = \text{_____ points}
\]

*Note: the highest bids received may not be considered acceptable. Proposers may be required to prove to the satisfaction of the State their ability to operate a successful business under their rental offer. Failure to prove this ability will be cause to disqualify the proposal. In this case, the second highest acceptable bid would be used to calculate points awarded.
3.3. PROPOSAL EVALUATION SHEET

LEVEL I COMPLIANCE WITH RFP REQUIREMENTS

PROPOSER QUESTIONNAIRE

I. PROPOSER INFORMATION
   A. Proposer Identification _____ (pass/disqualify)
   B. Business Information _____ (pass/disqualify)
   C. Individual Information – Minimum Experience _____ (pass/disqualify)
   D. Statement of Financial Capability _____ (pass/disqualify)
   E. Credit Worthiness _____ (pass/disqualify)
   F. Financial/Business/Vendor References _____ (pass/disqualify)

II. PROPOSAL INFORMATION
   A. Operation Plan _____ (pass/disqualify)
   B. Facility Improvement Plan _____ (pass/disqualify)
   C. Interpretive Plan _____ (pass/disqualify)
   D. Rental Offer _____ (pass/disqualify)
   E. Concession Feasibility _____ (pass/disqualify)

III. PROPOSAL SUMMARY _____ (pass/disqualify)

IV. CERTIFICATION AND AUTHORIZATION
   A. Labor Law Compliance Certification _____ (pass/disqualify)
   B. Proposer Certification _____ (pass/disqualify)
   C. Authorization to Release Information _____ (pass/disqualify)

PROPOSER BOND _____ (pass/disqualify)

Proposer must pass LEVEL I to qualify for further consideration.
LEVEL II  RENT PROPOSED/CREDIT WORTHINESS & ABILITY TO FINANCE

A. Rent Proposed Met/Exceeded Minimum Requirement  (pass/disqualified)
B. Ability to Finance  (pass/disqualified)
C. Credit Worthiness  (pass/disqualified)

*Proposer must pass LEVEL II to qualify for further consideration.*

LEVEL III  PROPOSAL EVALUATION

A. Proposer Information
   Incumbent Preference  / 5 Points
   Small Business Preference  / 5 Points
   Experience/Quality of Experience  / 10 Points

B. Proposal Information
   Operation Plan  / 25 Points
   Facility Improvement Plan  / 15 Points
   Interpretive Plan  / 20 Points
   Rental Offer  / 20 Points
   Concession Feasibility  / Pass/Fail *

GRAND TOTAL  / 100 Points

Comments:

Board Member: ____________________________  Date: _____________

* A ‘fail’ rating in this category disqualifies the proposal.
3.4 RFP REFERENCE MATERIALS

REFERENCES FOR HISTORIC-STYLE CONCESSIONS IN COLUMBIA STATE HISTORIC PARK

The following references are available for purchase at the Calaveras Sector office to help develop an interpretive plan:

1. Gold Rush Merchant’s Manual (2 vols.) $15.00
2. The Old Town San Diego Retailer’s Reference $15.00
3. Period Fashions for Men/Women $ 5.00
6. Old Sacramento Historic District, A Guideline For Signs $15.00
7. Columbia SHP Building Histories Free
8. “Images of America, Columbia”, by Friends of Columbia SHP $25.00 Arcadia Publishing

Other Available Resources:

Historic Clothing and Fabrics


Past Patterns—period patterns for clothing 1830 to 1820. (866) 738-8426 or www.pastpatterns.com


**Interpretation**

*Environmental Interpretation: a Practical Guide for People with Big Ideas and Small Budgets* by Sam Ham. Published by North American Press.


*Interpretation of Historic Sites.* By William T. Alderson and Shirley Payne Low. American Association for State and Local History, Nashville, TN.

*Noted publications may be obtained through the California State Parks website [www.parks.ca.gov](http://www.parks.ca.gov) or may be purchased through the Sector office at 11255 Jackson Street, Columbia, CA 95310, telephone (209) 536-2917.
3.5 CONCESSION PROPOSAL, DPR 398

If interested in submitting a proposal, please request the DPR 398 Concession Proposal form from Anne Davigeadono at anne.davigeadono@parks.ca.gov or (916) 653-8939. This will provide the State with potential proposer contact information in the event there are changes to the RFP documents. Proposal forms will also be available at the Pre-Proposal Meeting.