

LOS ANGELES COMMUNITY COLLEGE DISTRICT
Facilities, Planning, & Development, 6th Floor
770 Wilshire Boulevard
Los Angeles, California 90017-3856
(213)891- 2480 phone
(213)891-2490 fax

REQUEST FOR PROPOSALS

Proposals must be submitted, sealed in an envelope plainly showing the proposer's legal name, the RFP number of the project for which the proposal is submitted (RFP No. 011112), and the proposal submission deadline; delivered to the Department of Facilities Planning & Development, 770 Wilshire Boulevard, 6th Floor, Los Angeles, California 90017-3856.

NO FAXED, ELECTRONICALLY TRANSMITTED OR LATE PROPOSALS WILL BE ACCEPTED.

PROPOSAL SUBMISSION DEADLINE: March 21, 2012 at 2:00 p.m.

TO THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT:

The undersigned, having become familiar with the proposal conditions, instructions, and specifications, and with the general contract conditions, hereby offers to perform the following in accordance with its proposal and subject to the terms and conditions set forth herein by references and attachments.

TO ENTER INTO A JOINT OCCUPANCY LEASE FOR DEVELOPMENT AND OPERATION OF A FARMING AND CROP PRODUCTION ENTERPRISE, FARM MARKET, AND AGRICULTURAL ENTERTAINMENT VENUES AT LOS ANGELES PIERCE COLLEGE

PROPOSER _____
(Type or Print Complete Legal Name of Firm)

Check One:
Sole Ownership _____
Partnership _____
Corporation _____
Other: _____
(Specify)

By _____
(Signature) This must be signed by an individual.
Do not type or use rubber stamp.)

Printed Name _____
Title _____
EIN or SSN _____

Street Address _____ Phone (____) _____
City _____ State _____ Zip Code _____

Dated this _____ of _____
(Day) (Month) (Year)

Abbreviated
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RFP CONDITIONS AND INSTRUCTIONS

1. **SOLICITATION OF PROPOSALS.** The Los Angeles Community College District (“District”) is soliciting proposals from organizations (“Organization” or “Organizations”), to enter into a joint occupancy lease for approximately eighteen (18) acres of real property (referred to as the “Agriculture Education Center” or AEC) to develop and operate a farming and crop production enterprise, farm market, and agricultural entertainment venues at Los Angeles Pierce College (“College”). Multiple Organizations may apply. See Exhibit “I” for a depiction of the AEC.

The Organization shall enter into a joint occupancy lease with the District under a modified Double Net Lease. This lease requires the tenant to be responsible for insurance, and maintenance, in addition to utility costs, and any other fees associated with use of the property. The tenant shall provide all personnel, plans, equipment and material required to: grow and harvest crops, operate a farm market, and develop and operate agricultural entertainment venues. The Organization will either:

- a) Directly develop and operate, on the AEC: the growing and harvesting of crops, a farm market, and agricultural entertainment venues; or,
- b) Prior to submitting its proposal, the Organization may partner with a qualified and experienced management/operation entity to develop and operate, on the AEC: the growing and harvesting of crops, a farm market, and agricultural entertainment venues. If the Organization elects to partner as a joint venture, both partners must be clearly identified and both must submit documentation as indicated in this packet as exhibits A, B, C, B, E, and F; or,
- c) The Organization may select a qualified and experienced sub-lessee or sub-lessees to develop and operate, on the AEC: the growing and harvesting of crops, a farm market, and agricultural entertainment venues. If using a sub-lessee the Organization must clearly identify the name, relationship and the responsible duties. The selection process shall validate this sub-lessee(s) against the criteria standards to determine if mandatory requirements have been met. If electing to use this option, the sub-lessee(s) must fill out exhibit C.

2. **DEFINITIONS.** Unless otherwise stated, the following terms appearing in this document are defined as follows:

- a) “Agriculture Education Center”: approximately eighteen (18) acres of real property located on the agricultural portion of Los Angeles Pierce College depicted in Exhibit I.
- b) “Agricultural Entertainment Venues”: interactive programs on the AEC that enhance sustainable agricultural programs at the College while providing retail and educational benefits for the community. These programs include, but are not limited to: a Pizza Farm™ (where children can learn about where their food comes from), a Mini-Maze or Corn Maze, demonstration pumpkin patch, U-Pick vegetable garden, Cut-Your Own flower garden, small animal displays, and row crop growing areas. For a description of the existing agricultural entertainment venues at the AEC as well as examples of potential agricultural entertainment venues, see Exhibit “J.”
- c) “Agritourism”: relates to activities in which tourists experience farming, farm activities, including animal and crop care handicraft farm activities for the purpose of enjoyment and education.
- d) “Farm Market”: a retail outlet at the AEC which allows produce which is grown on the adjacent land to be sold.
- e) “Net Profits/Income”: profit/income after the operating expenses and taxes incurred by the Organization, its partner(s), and sub-lessee(s).
- f) “Capital Improvements”: structures, buildings, utilities, or any other construction. This does not include crop production/cultivation.
- g) “College”/“District”: These terms are sometimes used interchangeably throughout this RFP. In situations where only “College” is used, it shall be understood that Los Angeles Pierce College is acting on behalf of

RFP CONDITIONS AND INSTRUCTIONS (Continued)

the Los Angeles Community College District, and has the express or implied authority to act on behalf of the District.

- h) "Organization/Proposer": These terms may be used interchangeably throughout this RFP but are intended to identify those vendors submitting proposals to this lease opportunity.

- 3. POSITION OF THE COLLEGE. The selected Organization, as a minimum standard, shall perform in such a way as to contribute to the prestige of the College by developing and operating an AEC on par with the College's academic excellence, while not interfering with the educational program or activities conducted at the College. The Organization should demonstrate creativity and new ideas in implementing the development and operation of the AEC.

It shall be expressly understood that the AEC is to support the educational function of the College and its commitment of services to the students. The College shall encourage and cooperate with the Organization to promote the AEC to attract students, staff, guests and faculty to enjoy and fully utilize the facilities.

The Organization shall implement, and promote new services and product variations in a manner typical of successful commercial farming and agricultural entertainment operations. Advertising and promotional techniques employed shall include the usage of all appropriate campus information conveying systems. All advertising and promotional efforts shall be coordinated through and approved in writing by the College President or designee prior to implementation.

- 4. SCOPE OF PROJECT. The Organization shall enter into a joint occupancy lease with the College for a term of up to two (2) years, with two (2) one-year extensions at the sole option of the College for a total lease term not to exceed four (4) years. The purpose of the joint occupancy lease shall be to develop and operate the AEC on the portion of the College campus that is depicted in Exhibit "I". This includes but is not limited to, the following terms and conditions:

THE COLLEGE INTENDS TO OBTAIN ARCHITECTURAL SERVICES TO DEVELOP A COMPREHENSIVE MASTER PLAN FOR THIS EIGHTEEN (18) ACRE SITE. IT IS ANTICIPATED THAT THE MASTER PLAN MAY TAKE ABOUT ONE YEAR TO COMPLETE. ONCE THE MASTER PLAN IS FINISHED THE COLLEGE AT ITS DISCRETION MAY ELECT TO IMPLEMENT PARTS OR ALL OF THE MASTER PLAN. IN THE EVENT THAT THERE ARE DIFFICULTIES IN COORDINATING IMPLEMENTATION OF THE MASTER PLAN AND THOSE OF THE AEC OPERATOR, THE COLLEGE MAY ELECT NOT TO EXTEND THE LEASE INTO THE THIRD OR FOURTH YEAR. THE AEC OPERATOR SHALL COOPERATE IN THE MASTER PLANNING PROCESS AS REQUIRED BY THE COLLEGE.

- a) Operation of the farm market. Items sold at the farm market should include, but are not limited to, produce grown at the AEC.
- c) Growing, harvesting, and cultivating crops to be sold at the Farm Market.
- d) Development, construction, and operation of agricultural entertainment venues. All construction shall be subject to prior review and written approval by the College and District. For a description of the existing agricultural entertainment venues at the AEC as well as examples of potential agricultural entertainment venues, see Exhibit "J".
- e) The Organization agrees to indemnify the College, District, and its agents from any and all liability resulting from the operation of the AEC by the Organization, its partner(s), and sub-lessee(s).
- f) The Organization, its partner(s), and sub-lessee(s) will be jointly and separately liable to the District should any of them breach the lease agreement.
- g) The Organization, its partner(s), and sub-lessee(s) must abide by State of California labor laws, which include minimum wage regulations.

RFP CONDITIONS AND INSTRUCTIONS (Continued)

5. CONTRACT START UP PERIOD. It is the intent of the College to enter into a Joint Occupancy Lease with the successful Organization on or before January 1, 2013.
6. GENERAL INFORMATION. The development and operation of the AEC, as well as any construction, must comply with all applicable federal, state, county, and city laws, as well as the District's board rules, administrative regulations, and procedures. The Organization shall make reasonable attempts to hire currently enrolled students at the College prior to hiring non-student employees.
7. MEETING RFP SPECIFICATIONS. The services offered by the Organization must meet the specifications and conditions as described in this RFP. The District reserves the right to reject as non-responsive any proposal that does not meet the specifications and conditions as herein described or withdraw its RFP entirely.
8. INTERPRETATION OF DOCUMENTS. If any person or Organization contemplating submitting a proposal for the services outlined herein is in doubt as to the true meaning of any part of the RFP documents, or finds discrepancies in, or omissions from the documents, he/she may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the RFP documents will be made only by addendum or amendment duly issued, and a copy of such addendum or amendment will be mailed or delivered to each person receiving a set of the RFP documents, and will be posted on the District Website page displaying the RFP solicitation. No person is authorized to make any oral interpretation of any provision in the RFP documents to any proposer, and no Organization is authorized to rely on any such unauthorized oral interpretation.
9. QUESTIONS REGARDING THIS RFP. Proposers requiring clarification of the intent or content of this RFP, or on procedural matters regarding the competitive RFP process, may request clarification by submitting written questions via facsimile marked, "Questions Relating to Pierce AEC RFP (No. 011112)," and addressed to the relevant District contact person listed below. Answers to the questions will be provided to all proposers without identifying the submitter.

Questions regarding the Request for Proposal should be directed to:

Roma Nandlal
Facilities Planning & Development
Los Angeles Community College District, 6th Floor
770 Wilshire Boulevard
Los Angeles CA 90017-3856
Phone: (213) 891-2467
Fax: (213) 891-2490

10. ADDENDA OR AMENDMENTS TO RFP. If it is necessary to issue one or more addenda or amendments to the conditions or specifications of this RFP, the District will mail formal addenda to all potential proposers and post such addenda or amendments to the RFP on the District Website page supplying the RFP solicitation.
11. CERTIFICATION OF NON-DISCRIMINATION and NONCOLLUSION AFFIDAVIT. ***The Certification of Non-Discrimination and the Non-collusion Affidavit set forth in full on the attached Bid Pages are to be signed by the proposer's authorized signatory and must be submitted by the Organization in the sealed envelope along with its proposal. The District is unable to accept any proposal submitted without these statements completed and signed by the proposer's authorized signatory.***
12. REQUIREMENTS. The Organization shall be responsible for becoming familiar with the District's requirements for the scope of the project, and rely solely upon his or her own independent judgment, and not upon any statements or representations made by the District, whether express or implied. The failure or omission of any Organization to acquaint himself or herself with the AEC development and operation requirements of the District and Los Angeles Pierce College shall in no way relieve any organization from any obligation with respect to this RFP or to the resulting agreement. The submission of a proposal shall be taken as *prima facie* evidence of compliance with this section.

RFP CONDITIONS AND INSTRUCTIONS (Continued)

13. PRE-PROPOSAL CONFERENCE. Pursuant to the above, the District has designated the following date and place for a ***mandatory*** pre-proposal conference and premises walk-through at which prospective proposers may acquaint themselves with the requirements of Los Angeles Pierce College, and with the conditions relating to the construction and operation of the AEC.

TIME AND DATE: February 22, 2012, 10:00 a.m.

LOCATION: College Services Building, Conference Room, Building 2100
Los Angeles Pierce College
6201 Winnetka Avenue
Woodland Hills, California 91371

Attendance at this pre-proposal conference by all prospective proposers is required, and any proposals which are submitted without representation at the pre-proposal conference will not be accepted.

14. PROPOSED INFORMATION TO BE ACCURATE AND COMPLETE. All information proposed for development and operation of the AEC must be accurate, complete and valid for the term of the joint occupancy lease agreement. The Organization is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors that the Organization later alleges are retroactively applicable.

The agreement which the successful Organization will be required to execute incorporates all specifications, terms, and conditions included in the RFP documents, and all RFP documents should be carefully examined by the Organization.

15. EXPENSES. All expenses incurred by the Organization in preparing its proposal shall be borne solely by the Organization.

16. SUB CONTRACTORS. The Organization may only use sub-contractors for specific trade-related construction work during the development of the AEC, or for purposes specifically identified in the RFP. Otherwise, use of sub-contractors will not be permitted without prior written approval from the College.

17. CONSTRUCTION. During the next few years the College will be constructing and modifying a number of buildings on the campus. At times such construction may impact accessibility to the AEC.

18. LEASE RATE (Rent) REPORTING AND VALIDATION OF SALES. The proposal shall include information as to the proposed lease rate schedule.

Payments will be due within fifteen (15) days following the last day of each designated payment period.

The Organization will be required to present a revenue report each period showing total sales, number of customers, and medical emergency incidents, if any.

In the event that the lease rate (rent) payable to the College will be based on a pre-established schedule, the Organization may elect to make payments on a yearly or other designated payment period.

19. EQUIPMENT. The successful Organization shall provide all required equipment for which it is submitting its proposal. Regardless of how the equipment is procured, the Organization shall guarantee that all equipment installed meets or exceeds rules established by the Occupational Safety and Health Administration (OSHA), guidelines established by the United States Department of Agriculture, and guidelines established by the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 *et seq.*). Moreover, the Organization shall ensure that its employees, sub-lessees, and subcontractors are adequately trained to use such equipment.

RFP CONDITIONS AND INSTRUCTIONS (Continued)

20. UTILITIES. Current bond construction plans show a number of utilities situated in close proximity to the AEC. The College does not guarantee or validate that the capacity of these existing utilities will support the needs of the AEC. All utilities have been sized to handle current anticipated loads. Any cost to correct any capacity overload will be solely the responsibility of the Organization. Information as to the size and capacity of the utilities will be provided by the College. The College shall approve in writing any connection to existing utilities as long as there are no detrimental impacts to the College's utility infrastructure. The Organization will be responsible to notify the College in advance of any disruptions to the utility infrastructure. The Organization shall be responsible for all costs associated with the installation of the utilities to the point of connection. The College shall provide utilities, including necessary water and electrical lines if available. The Organization shall be required to install sub-panel meters for individual accounting of all utilities for use within the AEC if the source of the utility is shared by both the College and the Organization. The cost for utilities shall be assumed at the same rate as paid by the College. If the utilities are shared the Organization shall pay the College for all utilities costs consumed on a monthly schedule. Payments will be due and payable to the College care of the Vice President of Administrative Services within fifteen (15) days of the invoice. If the utilities costs are not shared the Organization shall assume the full cost of the utility service and provide timely payment.

21. BUSINESS DAMAGE RECOVERY The successful Organization shall absorb all costs due to abuses, pilferage, theft, breakage, damage, and/or vandalism of the AEC, and such cost shall not be deducted from the rent payable in accordance with the proposal.

22. INSPECTION AND EQUIPMENT DEMONSTRATION. The District reserves the right to inspect the AEC, its equipment and operation at any time.

23. PRODUCT CONFORMITY TO LAW. All products shall conform to provisions set forth in federal, state, county, and city laws for their production.

24. SAFETY AND SECURITY. It shall be the responsibility of the successful Organization to observe the rules and regulations pertaining to safely driving on College Grounds, particularly when students are present. The Organization's drivers shall exercise extreme caution at all times.

Drivers entering Los Angeles Pierce College premises when school is not in session shall lock any gate or door to which they have access, both when entering and/ or leaving the grounds. Gate keys may be furnished at the discretion of the College Vice President of Administrative Services. Any unusual condition noted by drivers, such as gates or doors found unlocked or open or evidence of vandalism, should be reported to the Sheriff's Office on the campus.

25. WITHDRAWAL OF PROPOSAL. The Organization may withdraw its proposal at any time before the proposal submission deadline.

26. PROPOSAL SUBMISSION DEADLINE. (6) copies of the proposal shall be submitted in a sealed envelope as follows:

TIME AND DATE:	March 21, 2012, no later than 2:00 p.m.
ATTENTION:	Thomas Hall, Director
LOCATION:	Facilities, Planning, & Development Los Angeles Community College District, 6 th Floor 770 Wilshire Boulevard Los Angeles, California 90017-3856

Proposals must be mailed or hand-delivered to, and must be received in the Facilities Planning & Development Office of the Los Angeles Community College District by no later than the above time and date.

The envelope containing the proposal may be mailed or delivered in person, but delivery of the proposal and any accompanying documents is the sole responsibility of the Organization.

Proposals should be submitted in a fashion that facilitates the making of additional copies. Presentation in stapled page sets, or in notebooks from which the pages are easily separated, is preferred. Please do not laminate pages or bind pages individually in clear plastic protectors.

RFP CONDITIONS AND INSTRUCTIONS (Continued)

No faxed or telephoned proposals will be accepted. If a proposal is hand-delivered, ample time should be allowed for downtown Los Angeles traffic and parking. The District assumes no responsibility for late delivery for any reason whatsoever, including but not limited to weather or traffic conditions, illness, accident, delivery to wrong location, or courier problems.

No proposals will be accepted after the proposal submission deadline. Any proposal received after the scheduled proposal submission deadline will be returned to the Organization unopened.

27. PROPOSAL CONSTITUTES AN OFFER. A proposal submitted in accord with instructions constitutes a binding offer subject to the approval signing of a Joint Occupancy Lease and approval by the District Board of Trustees to enter into a contract with the District under substantially similar terms specified in the model lease agreement distributed at the mandatory pre-proposal conference. ***Revision or modification by the Organization of the District's RFP and contract terms and conditions may render the proposal non-responsive. Proposers are requested to state clearly in writing any exceptions to the Sample Lease Agreement in its response to the RFP. The Sample Lease Agreement may be modified by District, at its reasonable discretion, after the award of the lease agreement.***

28. BASIS OF AWARD. A selection committee will be convened by the College / District. Selection of the Organization shall be made based on the most responsive and responsible proposer, as determined by the total of the points scored in each of the criteria listed under "Evaluation Criteria". Proposals will first be reviewed to determine if mandatory requirements are met. Mandatory form requirements which must be included in the Proposal are:

- 1) One page letter from the President of the Organization as an introduction.
- 2) Copy of the cover page of this RFP with all the information requested.
- 3) Certification of non-discrimination and non-collusion affidavit (see blank documents at the end of this packet).
- 4) Reference checks must be provided from at least three (3) individuals who are not directly affiliated with the Organization. These reference checks must be able to demonstrate that for the last 5 years the Organization has the ability to maintain both high quality programs and an efficient well thought out operation. As a option, copies of income taxes or utility bills reflecting the business, location, and date of operation will be sufficient for two (2) of the three (3) references

Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all of the proposals do not meet one or more of the mandatory requirements, the College reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements as specified in the RFP.

The qualification criteria, which the Organization must meet to be considered for an award, are as follows:

A. Financial capacity of the Organization and/or its partner(s), as determined by the College, must be sufficient to support the specified farming / retail service, provide initial inventories, equipment and labor and cash flow to guarantee performance. The financial documents may be requested during phase II of the evaluation and should not be included as part of the initial submittals. If requested, these financial documents shall be used to evaluate the capacity of the Organization to perform and the score shall be ranked as indicated in section 29 below.

B. The response must clearly demonstrate the capacity of the Organization to handle the requirements of this contract without impacting the current workload.

RFP CONDITIONS AND INSTRUCTIONS (Continued)

29. EVALUATION CRITERIA

Phase 1 Ranking

- A. Does the proposal present a conceptual plan, an illustrative and unique vision which includes a schematic of the AEC in support of the College's objective to develop and operate a crop production enterprise, farm market, and agriculture entertainment venues? Points will not be gained if the vision and conceptual plan copies the existing program. (Up to 100 points)
- B. Does the proposer have at least five (5) years of experience managing and operating a crop production enterprise which includes direct farm market enterprise (field to consumer), agritourism, agri-education, and agricultural entertainment venues? Indicate whether any experience involved providing agricultural programs within a College or university environment? (References provided should support this information.) (Up to 200 points)
- C. Does the proposal include a business plan that successfully supports the proposed operation of the AEC over the next 2-4 years? (Up to 100 points)
- D. Does the business plan, as stated in the proposal, include the objective of employing College students within the AEC operations? (Up to 100 points)
- E. Does the proposal contain agriculturally-based concepts that will enhance the College's educational outreach to the community? (Up to 100 points)
- F. Does the proposal provide a ground lease rate schedule? Points will be awarded based on one point for every thousand dollars (\$1,000) per (up to 50 points)
- G. The top ranked proposals will receive an unannounced visit by an evaluation team to one of its identified sites. The team will look for appearance of facilities; presentation of crops in the farm market, service received, quality of food products offered, and observation of the farming operations to evaluate the efficiency of land preparation, growing, harvesting, and clean up. (Up to 150 points)

Phase 2 Ranking

- A. Review of long-term business stability including, economic profitability – or the traditional financial bottom line. The top three (3) candidates (candidates with the highest ranking from Phase 1) will be reviewed by a second selection panel. This selection panel may request additional information which may include submission of a Dun and Bradstreet report (report to be provided by the Organization), annual report for the last reporting period and applicable cash balance report statements for the last three (3) years. This assessment may include interviews with senior members of the Proposer's organization. A ranking based on three criteria points shall be made: Growth, Profitability and Financial Health and may include review of sales growth over the past three (3) years, consistency of growth, and overall cash position. Based on the information provided points will be awarded and combined with the total score of Phase 1. (Phase 2 ranking will provide up to 200 points)

30. ORAL PRESENTATION. The College may elect to require the highest scoring Organizations to make oral presentations to clarify their proposals. These presentations may be scheduled and held after receipt and evaluation of the proposals to provide an opportunity for the Organization to supplement and or clarify the proposal for the evaluation team. The scoring of the oral presentation shall be included as part of the total rank as indicated in section 29 above.

31. SITE VISITATIONS. Representatives from the College reserve the right to inspect the Organization's previously completed retail development projects and present retail operations under the Organization's management prior to the award of this proposal. The scoring of the site visit shall be included as part of the total rank as indicated in section 29 above.

32. NOTIFICATION OF INTENT TO AWARD. All Organizations who respond to the RFP will be notified in writing of the College's intent to award the contract as a result of this RFP. After notification of the intent to award is made,

RFP CONDITIONS AND INSTRUCTIONS (Continued)

all copies of proposals will be made available for public inspection.

33. DISPUTE PROCESS. Any dispute of the award process must be made in writing no later than five (5) working days after the award notice is issued. Written notices of dispute must be filed with Thomas Hall, Director, Facilities Planning & Development, 6th Floor, Los Angeles Community College District 770 Wilshire Boulevard, Los Angeles, California, 90017-3856.
34. AWARD OF EXCLUSIVE RIGHT WITH EXCEPTION. Exclusive right to develop and operate the AEC is limited to the specific location. The agreement shall simply preclude, for the duration of the agreement, the District and the College contracting with other Organizations within the assigned location.
35. ORGANIZATION PERFORMANCE. Recognizing that the successful performance of this contract is dependent on a favorable response from the users, the Organization shall meet regularly with the College Vice President of Administrative Services or other designated parties. The Organization shall cooperate at all times to maintain maximum efficiency and good public relations, clean facilities, excellent customer services, and excellent relations with the community.
36. MODIFICATIONS TO THE LEASE AGREEMENT. Any and all modifications to the lease agreement must be made in writing, with the express approval of the District Board of Trustees or its designee.
37. BUY-OUT. The College/District will reserve the right to terminate the lease, without cause, provided that the College/District: provides sixty (60) days written notice to the Organization and compensates the Organization for fair market value of capital improvements made to the AEC at the Organization's expense. The compensation shall be one-hundred twenty percent (120%) of the capital improvement's fair market value, minus depreciation, as determined by an appraiser hired by the College/District.
38. RESPONSIBILITIES OF THE ORGANIZATION. The Organization shall be financially responsible for obtaining all required permits, licenses, and bonding to comply with pertinent Board of Trustees regulations, and municipal, county, state and federal laws, and shall assume liability for all applicable taxes including but not restricted to sales, property, and beverages.
39. ACCEPTANCE OF PROPOSALS. Final acceptance of a proposal or rejection of all proposals shall be made by the Board of Trustees at a public meeting within ninety (90) days from the date of the proposal submission deadline. The Los Angeles Community College District reserves the right to reject any or all proposals if it deems such action is in the best interest of the District. The District also reserves the right to waive any and all technicalities and non-substantive defects in any proposal.
40. DEFAULT. In the event that an apparently successful Organization defaults or fails to execute the contract, the District may, at its election, accept the next most responsive proposal, or reject all proposals and solicit new proposals at that time
41. CONTRACT DOCUMENTS. The complete contract between the successful Organization and the District shall include the following documents as applicable: the advertisement for proposals, the RFP conditions and instructions, the proposal of the Organization and its acceptance by the District, the District's contract incorporating Standard Agreement terms and conditions, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set forth therein. Notwithstanding anything to the contrary contained in the agreement between the District and the Organization, and/or in case of any conflicting terminology between the Organization's proposal and the District's contract terms and conditions, the District's RFP conditions and instructions and the District's contract terms and conditions shall apply and prevail.

RFP Exhibits

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EXHIBIT A

Proposers are cautioned to complete and sign the certification of non-discrimination, and to submit the certification with their proposal. Failure to do so may invalidate the proposal.

**CERTIFICATION OF NON-DISCRIMINATION
TO BE EXECUTED BY THE PROPOSER
AND SUBMITTED WITH ITS PROPOSAL**

The Organization hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. The Organization shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certification of Non-Discrimination his _____ day of _____, 20__.

PROPOSER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT B

Proposers are cautioned to complete and sign the non-collusion affidavit and to submit the affidavit with their proposal. Failure to do so may invalidate the proposal.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY THE PROPOSER
AND SUBMITTED WITH ITS PROPOSAL**

(Name) _____, being first duly sworn, disposes and says that he or she is

(Title) _____ of (Company) _____

the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Organization has not directly or indirectly induced any other organizations to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any organization or anyone else to put in a sham proposal, or that anyone shall refrain from providing a proposal; that the Organization has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposed price of the Organization or any other organization, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Organization has not, directly or indirectly, submitted his or her proposed price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Non-Collusion Affidavit this _____ day of _____, 20__.

PROPOSER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT C

Questionnaire

PART 1 (EXPERIENCE OF ORGANIZATION)

This Questionnaire will help Los Angeles Pierce College assess the proposed individual or (team's) experience with this project, and will assist in determining the entity's financial health.

Submittal Contents

1. Organization's name, address, phone, FAX, and email

2. Description of Organization

Identification of the Organization including all joint venture limited partners with whom Los Angeles Pierce College would establish contact. Is the entity a subsidiary of, or affiliated with, any other profit or non profit corporations or firms? If yes, list each such corporation or firm by name and address, specify its relationship to the non profit entity.

3. Organizational Team

Organization, management approach, and role of each partner and or major consultants in the implementation of the project. Identify and describe role of key individuals in the project including team (architects, engineers, project manager, brokers and others), who would be involved in the implementation, including their relevant experience. Attach resumes of key personnel. Also identify who will be the project manager, and who has the authority to make decisions for the team. Please discuss past projects that the Organization and architect have worked on together.

4. Experience

Describe previous relevant project experiences for this type of operation. Describe at least one (1) similar project to the one projected at Los Angeles Pierce College (include date, location, exact land uses, size, architectural features, and role of the entity in the project, etc.) Please describe any past experience serving college, universities, schools, and or institutions. If you have not participated in a College development please provide a description of any activities for educational facilities. When citing previous experience, please specify whether the experience was of the team as presently constituted, or was gained through employment with other entities. Newly formed partnerships, in particular, often rely on individuals' experience from other organizations. This must be noted.

5. Non-Profit Organization

In the event the Organization is a non-profit please include information regarding experience in operation of non-profit joint public/private partnerships, and time schedules from a most recent project.

6. Interest in Los Angeles Pierce College.

Please provide a brief paragraph on why you wish to engage in operating a joint occupancy program at Los Angeles Pierce College.

7. Organization's Financial Qualifications

A statement of the Organization's financial qualifications and an audited or reviewed financial statement of the non-profit entity which comprise the organizational (team) must be submitted. Submittal should include information as outlined in the Organization's Statement of Financial Responsibility (EXHIBIT 1). Proposers should describe their ability to raise equity/debt dollars, including current relationships with major lenders, and their ability

to provide for ongoing operation and maintenance of project. Provide information regarding financing and equity arrangements for the three projects listed as Organization's relevant experience.

PART 2

(EXPERIENCE TO PERFORM SERVICES)

The following information is required to determine if the Organization has the managerial, farming, retail sales, educational backing, knowledge capabilities as well as resources to operate the AEC. Proposers shall provide a written response to all required Proposer's Information. In the event that the question is not applicable please indicate "Not Applicable." Questions may be answered with the word "yes" or "no."

The Proposer's information should provide a straightforward, concise description of that which is required. Emphasis should be on completeness and clarity of content. Omission, inaccuracy or misstatements may be sufficient cause for rejection of the proposal. Please attach additional sheets to as necessary and reference the question number.

Please answer the following list of questions which are applicable to your operation.

1. Describe any other agricultural based programs which you would be interested to implement on the property.
2. Describe how these concepts meet the needs of the community and enhance the image of the College while bringing a new educational component to the College.
3. Describe your plans to implement change and provide a fresh look to the AEC from year to year, throughout the life of the contract. Explain the investment which will be needed for this change.
4. Given the conceptual plans for the AEC how you would manage the operations of the AEC and maintain the growing fields under your control.
5. Describe the qualifications for the manager of this facility and discuss your plans as to how the management team of the AEC will work collaboratively with the College.
6. How do you propose to hire students as part of your hiring program? Describe your student manager program, along with any internship programs you plan to offer at the College.
7. Describe the plans for employee training programs or plans for how training will be conducted or maintained. If possible describe your policies and procedures for; orientation, customer service needs, equipment use/abuse, diversity, and sensitivity training?
8. Describe your plan for new construction and equipping the facilities.
9. Specify what your vision for the AEC will be during the life of the contract. Include appropriate schematic plans, pictures, artist's renderings, finishes, list of required equipment and proposed timeline for the projects to become operational after design approval of the project(s). Indicate the support services available for the design, engineering and project supervision immediately and long term. Include your ideas for keeping operations new, exciting and revenue-producing for the life of the contract.
10. Within your vision please address the issues of operating a crop production enterprise which includes direct farm market enterprise (field to consumer) business. How would this 'direct farm to consumer' work and what experience do you have? In addition, please address the concepts of agritourism, agri-education, and agricultural entertainment. Be very specific as to how these models would operate and what the objectives would be to implement them in the field.

EXHIBIT D

STATEMENT OF FINANCIAL RESPONSIBILITY

Please provide the following information: (For confidential Los Angeles Community College District office use only). Exhibit D must be filled out as part of the initial submittals. The top three candidates may be asked for additional information at a later date which may include submission of a Dun and Bradstreet report (report to be provided by the Organization), annual report for the last reporting period and applicable cash balance report statements for the last three (3) years.

1. a. The financial condition of the Organization, as of November 30, 2011, or later, as is reflected in the attached financial statement, (NOTE: Attach to this statement an audited certified financial statement or a reviewed financial statement from a Certified Public Accountant showing the assets and liabilities, including contingent liabilities, full itemized in accordance with accepted accounting standards and based on a proper audit. Also attach an interim balance sheet no more than three months old and a statement from a Certified Public Accountant as to any material changes in the Organization's financial condition.

b. Name and address of auditor or Certified Public Accountant who performed the audit or review of the attached financial statement.
2. If funds for the development of the project are to be obtained from sources other than the Organization's own funds, a statement of the Organization's plans for financing the acquisition and development of the land is required.
3. Sources and amount of cash available to the Organization to meet equity requirements of the proposed undertaking:

a. In Bank(s):

Account Holder Name _____

Bank _____ Account # _____

Address _____

Zip Code _____ Amount \$ _____

Account Holder Name _____

Bank _____ Account # _____

Address _____

Zip Code _____ Amount \$ _____

b. Through loans from affiliated or associated corporation or firms:

Name _____

Address _____

Zip Code _____ Amount \$ _____

c. Through sales of readily saleable assets:

Mortgages _____

Description _____

EXHIBIT D (Continued)

Market Value \$ _____

Mortgage of Liens \$ _____

4. Names and address of bank references:

Name _____

Address _____

Name _____

Address _____

5. Has the Organization or any subsidiary (if any), or affiliated corporation of the Organization's offices or principal members, shareholders or investors, or other interested parties, been adjudged bankrupt, either voluntary or involuntary, within the past ten years:

Yes _____ No _____

If yes, give date, place, and under what name.

EXHIBIT E

FINANCIAL INFORMATION RELEASE OF AUTHORIZATION
(ON YOUR LETTERHEAD)

(Date)

(Contact Person)
(Financial Institution)
(Address)

Dear _____

(Firm Name) has submitted a proposal to Los Angeles Community College District to enter into negotiations for the purpose of operating and managing an AEC.

As part of the screening process, Los Angeles Community College District may need to contact you about our banking relationship. I (We) authorize you to provide Los Angeles Community College District or their consultants with the information they require, with the understanding that all information provided will be kept confidential to the extent permitted by law.

Sincerely,

EXHIBIT F

CERTIFICATION OF CORRECTNESS OF
STATEMENT OF FINANCIAL RESPONSIBILITY

I (We) _____, certify that this confidential "Statement of Financial Responsibility" and the attached evidence of the Organization's financial status, including financial statements, are true and correct to the best of my (our) knowledge and belief.

Date

Date

Signature

Signature

Title

Title

Address

Address

City, State, Zip Code

City, State, Zip Code

If the Organization is a corporation, this Statement should be signed by the president and secretary of the corporation; if any individual, by such individual; if a partnership, by one of the general partners; if an entity not having a president or secretary, by one of its chief officers having knowledge of the financial status and qualifications of the Organization.

EXHIBIT G

EVALUATION CRITERIA –Table
Maximum points are indicated in parentheses below

Phase 1	Maximum Points
Does the proposal present a conceptual plan, an illustrative and unique vision which includes a schematic of the AEC in support of the College's objective to develop and operate a crop production enterprise, farm market, and agriculture entertainment venues? Points will not be gained if the vision and conceptual plan copies the existing program.	100
Does the proposer have at least five (5) years of experience managing and operating a crop production enterprise which includes direct farm market enterprise (field to consumer), agritourism, agri-education, and agricultural entertainment venues? Indicate whether any experience involved providing agricultural programs within a College or university environment? (References provided should support this information.)	200
Does the proposal include a business plan that successfully supports the proposed operation of the AEC over the next 2-4 years?	100
Does the business plan, as stated in the proposal, include the objective of employing College students within the AEC operations?	100
Does the proposal contain agriculturally-based concepts that will enhance the College's educational outreach to the community?	100
Does the proposal provide a ground lease rate schedule? Points will be awarded based on one point for every thousand dollars (\$1,000) per year.	50
The top ranked proposals will receive an unannounced visit by an evaluation team to one of its identified sites. The team will look for appearance of facilities; presentation of crops in the farm market, service received, quality of food products offered, observation of the farming operations to evaluate the efficiency of land preparation, growing, harvesting, and clean up.	150
Phase 2	
Review of long-term business stability including, economic profitability – or the traditional financial bottom line. The top three (3) candidates (candidates with the highest ranking from Phase 1) will be reviewed by a second selection panel. This selection panel will request additional information which may include submission of a Dun and Bradstreet report (report to be provided by the Organization), annual report for the last reporting period and applicable cash balance report statements for the last three (3) years. This assessment may include interviews with senior members of the Organization's organization. A ranking based on three criteria points shall be made: Growth, Profitability and Financial Health and may include review of sales growth over the past three (3) years, consistency of growth, and overall cash position. Based on the information provided points will be awarded and combined with the total score of Phase 1.	200
Total Points Possible	1,000

EXHIBIT H

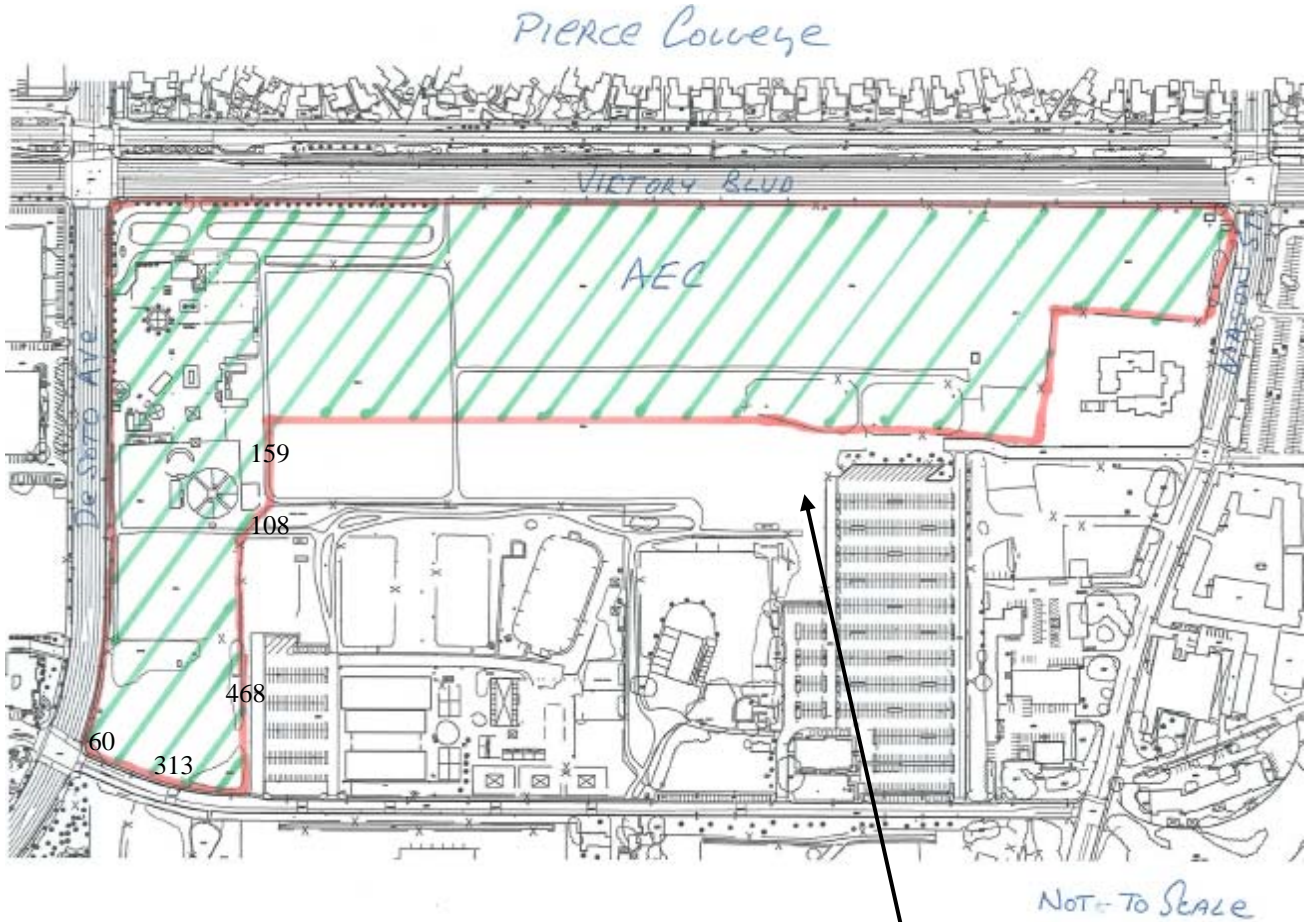
Important Dates

Mandatory Pre-Proposal Conference at Los Angeles Pierce College	February 22, 2012
Proposals due at the District Office	March 21, 2012
Proposed Board of Trustee Action	July 11, 2012
Signing of Lease Documents	November 2012
Open for Operation	January 2013

EXHIBIT I

MAP OF AEC

LOS ANGELES PIERCE
COLLEGE CAMPUS



Numbers on map reflect distances in fence lines

Future plans call for a .5 acre site to be constructed in this area which shall be used as a staging area for farming equipment. This area is included as part of the 18 acres.

Exhibit J

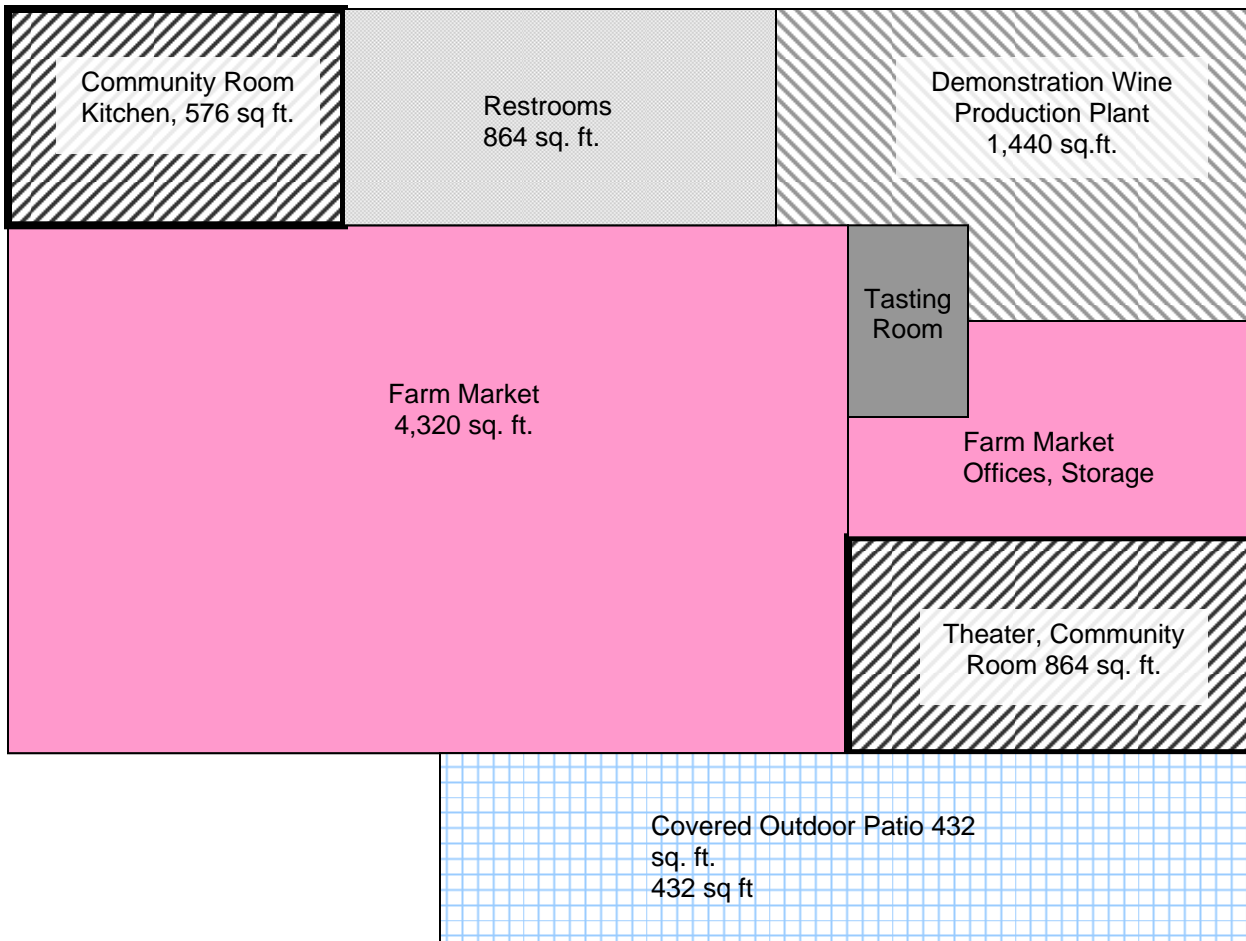
Project Components

Farm Market

The Farm Market—which resides within a barn-type structure near the corner of De Soto and Victory Boulevard, serves as the retail outlet and management offices for the AEC. The proposer is encouraged to include innovative and creative concepts in its proposal to enhance the retail functions of the Farm Market. A number of ideas are listed below which should be considered by the proposer.

1. Teaching Kitchen – Community Room [approximately 576 sq. ft.] could be constructed to allow small groups of 20 students to learn how to cook using techniques of healthy eating. The teaching kitchen could promote the products grown at the AEC and educate local students. The teaching kitchen could allow the surrounding community to learn about food and the importance it plays to maintaining good health.
2. Theater – Community Room [approximately 864 sq. ft.] could contain a motion picture projection system with a full sound theater speaker system which will be used in a number of different ways. Elementary school students attending the demonstration gardens shall visit this theater as part of the field trip experience. Students and adults will see visual introductions to the gardens, cultural and history of the San Fernando area, information about sustainability farming, introductions on environmental concerns, and other important social and global issues. The theatre shall be operated by volunteers and will also be available to the local community. The theater shall be sized so that one school bus load of students can be accommodated in the theater.
3. Demonstration Wine Production Plant [approximately 1440 sq. ft.] this space within the market could be designed to contain demonstration and instructional labs which will allow students to experience wine production using both oak barrels and small stainless steel fermentation units. This concept should only be considered as an option if the College develops a viticulture program and there is at least a 5 acre vineyard on the property.
4. Restrooms [approximately 864 sq. ft.] could be attached to the Farm Market.

Farm Market: Elements and Space Requirements



Total Space: 8,064 sq. ft. with 432 sq. ft. outside patio

Row Crop Growing Areas

The proposer will be responsible for growing and harvesting crops to be sold at the farm market. Crops will be grown on approximately 18 acres of land adjacent to Victory Boulevard. Using drip irrigation and other innovative farming techniques this land will be actively cultivated and/or freshly turned. In the past, the following crops have been grown: corn, tomatoes, melons, cucumber, herbs, squash, pumpkins, and sunflowers.

Agricultural Entertainment Venues

The proposer will need to develop and operate a number of agricultural entertainment venues at the AEC. The primary purpose of the venues is to educate the public and provide revenue for the AEC. Below is a list of the basic concepts which need to be considered by the proposer. Proposers are encouraged to submit plans for additional venues.

Pizza Farm™

The proposer should consider developing and operating a Pizza Farm. The Pizza Farm is shaped like a pizza where each pizza slice grows the different ingredients (wheat, tomatoes, peppers, onions, cows, pigs, olives, mushrooms, herbs, and spices) used in making a pizza. The Pizza Farm encourages children to better understand food and agriculture. The Pizza Farm should be open for school tours during the week and during the weekend for community tours. The College owns a lifetime no-cost franchise agreement to operate the Pizza Farm™ in Los Angeles.

The Pizza Farm concept is an integral part of Pierce's outreach to the community and core educational mission. Both the Pizza Farm and other demonstration gardens should employ Los Angeles Pierce College students as tour guides. Moreover, the faculty at Los Angeles Pierce College should be able to use the Pizza Farm for research projects enriching the curriculum offered to students.

Small Animal Farm

The proposer should consider developing and operating a small animal farm at the AEC containing typical farm livestock such as cows, pigs, sheep, and donkeys. Young farm animals allow visitors to see and touch a variety of California livestock. Many of the children in Los Angeles County have never seen these animals in person and many have little knowledge of their connection to the food we eat or the clothing we wear.

The small animal farm should allow for tours and dialogs about animal welfare, living conditions, and treatment. By learning about these issues from an agricultural perspective, the animal farm can dispel the many negative myths about the livestock industry. The small animal farm would be targeted to children 4 – 10.

Hay Ride

A hay ride is proposed to be provided for customers to allow for a guided tour of the gardens, row crop growing areas, and surrounding agricultural fields of the College. A route could be established to also permit controlled access to environmentally sensitive areas of the College to permit some degree of public access. The Hay Ride would target all ages 5+.

Corn Maze

The proposer should consider developing and operating a "corn maze." For an admission fee, members of the general public can attempt to navigate through the corn maze. The corn maze teaches students about navigation, decision making, team building and the history and many uses of corn. It also provides a unique venue to discuss the benefits of ethanol production. The corn maze would target ages 10+.

Demonstration Pumpkin Patch

A demonstration pumpkin patch can be developed at the site which will allow children to have an educational experience within the patch; pumpkins can also be sold with all sales occurring at the Farm Market building. This demonstration garden would target children 5 – 10.

U-Pick Vegetable Garden

This garden would consist of a variety of vegetables that students and customers learn about. The students/customers can pick their own vegetables and purchase them through the Farm Market.

U-Cut Your Own Flower Garden

The “U-Cut Your Own Flower Garden” could introduce students and customers to the ornamental horticulture industry in Southern California. The proposer should consider partnerships with nurseries in the area to provide information on plant care, fertilization, water usage and native plant selection. This demonstration garden could be targeted to adults 40 and over.

Amphitheatre

The proposer should consider constructing an amphitheatre where educational demonstrations/performances are held for students who come to the AEC.