May 11, 2020

On behalf of the East Bay Regional Park District, I am pleased to announce a unique urban agriculture business opportunity located in the City of Fremont.

The Park District is soliciting Proposals from organizations to finance, construct, and operate a farming operation for:

- Approximately 74 acres of land in Ardenwood Historic Farm, which are currently Certified Organic and ready for cultivation; and/or
- Forty-five (45) acres of land in Coyote Hills Regional Park that may be ready for cultivation by mid- to late 2021.

Highest consideration will be given to proposals that will farm and operate the entire acreage of both Ardenwood and Coyote Hills agriculture lease areas under a single tenant, the Park District will also accept separate proposals for each area or one of the areas. Proposals must include Certified Organic farming; other “climate smart” practices are desirable.

This Request For Proposals ("RFP") describes the requirements needed and the minimum information that must be included in the proposal submission as well as an invitation to qualified organizations to submit their Proposals as best qualified for the farming operations.

Tiffany Margulici
Acting Business Services Manager
East Bay Regional Park District
SECTION 1.
AGRICULTURE PROGRAM PROPOSALS and/or INFORMATION

I. INTRODUCTION
In 1849 George W. Patterson, lured by the promise of gold, left his home in Indiana and set out for California. By 1889 he had made his fortune, not in the gold fields but through farming the fertile land of the East Bay. Four generations later, much remains at Ardenwood Historic Farm and Coyote Hills Regional Park that speaks clearly about the life and times of Victorian Americans. In addition to the Patterson House, the railway, farm animals, and the farmyard, including the granary, blacksmith shop, equipment shed and barn, Ardenwood has approximately 74 acres in crop fields in the Western Field and Willows Field (see map in Exhibit A). An additional 45 acres of agricultural land south of Patterson Ranch Road, known as Patterson Ranch, are available in Coyote Hills Regional Park (see map in Exhibit A). The crop fields have been planted in the types of crops George Patterson cultivated over 100 years ago. By the late 1880s George’s crops included oats, barley, wheat, potatoes, cabbage, onions, garlic, turnips, carrots, tomatoes, corn, beans, squash, sugar beets, peas, and rhubarb.

In recent times, Ardenwood’s fields were planted with grain, hay, a variety of lettuces, cauliflower, and broccoli. At Coyote Hills, about 20 acres of land was farmed in 2016, but the land was fallowed in 2017 and 2018 because of a well pump problem. The construction of a new well is planned to be completed and ready for use by mid 2021 or late 2021. Both areas have been Certified Organic.

II. BACKGROUND

LAND USAGE

The land covered under this lease is to be used for agricultural purposes only as allowed and specified in the lease, and for no other purposes. Lessee covenants and agrees that it will farm in accordance with generally accepted farming practices and procedures and must include Certified Organic Farming. Failure to do so will be cause for immediate termination of the lease.

IN-KIND WORK

“In-kind” work in support of the District’s educational programs can be used to offset the fee paid to the Park District. Work in kind can include different scopes / types of work in addition to farming, for example, moving eucalyptus logs, helping with animals or unusual situations

Ardenwood Historic Farm

Ardenwood is owned by the City of Fremont and operated by the East Bay Regional Park District on a long-term lease. The purpose of the park facility is to preserve agricultural land, provide an opportunity to demonstrate historical and current agricultural practices, and to offer educational, cultural and recreational opportunities relative to historical heritage,
farming, and horticultural practices. Previous uses of the premises are a farming operation; packing of farm product; sale of produce and other agriculturally related products; annual pumpkin/harvest sale. Map is shown in Exhibit A.

Details for Ardenwood

- Location has good freeway access
- Farming operation is Certified Organic.
- Produce stand is available
- Sale of produce and other agriculturally related products is limited to those grown at Ardenwood or grown at a reputable farm
- Must adhere to crop rotation schedule approved annually by Park District, all fields irrigated from one well
- Well Information:
  - Well is slightly saline, but ok with gypsum
  - Considered an agricultural well by Alameda County Water District (ACWD), so rates are lower, ACWD has test wells onsite
- Hydrants are located all around the fields. An underground water distribution system connects the hydrants to the well
- New underground irrigation lines in block 2 (Western field)
- Previous farmer worked with Veritable Vegetable. Established in 1974, Veritable Vegetable is a distributor of organic fruits and vegetables. It provides distribution, transportation and warehousing services to farmers and retailers. It provides various agricultural research, education and training programs for farmers.
- Farmer will handle composting program for the park.
- Park has 6-7 special events per year, must work around the special event schedule
- Overflow parking area doubles as lease planting area, the farmer will roll overflow
parking prior to events
• Farmer is encouraged to conduct annual pumpkin/harvest sale

Coyote Hills Regional Park

The Patterson Ranch property in Coyote Hills Regional Park was donated to the Park District by the Patterson Family with an agricultural deed restriction to preserve agricultural values. The land has been cropped but also has been grazed by cows and, in recent years, sheep. A new water well will be installed at the site by mid- to late 2021. Map is shown in Exhibit A.

Additional information about Coyote Hills Park and adjacent planned land uses can be found in the 2019 Coyote Hills Regional Park Land Use Plan Amendment: https://www.ebparks.org/civicax/filebank/blobdload.aspx?blobid=32759.

Details for Coyote Hills Expansion

• A “Climate Smart” park
• Approximately 45-acre for small-scale, local agriculture crop production, including field and row crops, pasture and hay lands, and grazing
• Entry area clean-up in 2020; fencing, landscaping, and signage
• Has a small, 20-car parking lot to serve users in this area
• Two modern metal storage buildings and possibly adaptive re-use of a historic farm building (the Milk House) as a produce stand or other agriculturally related use
• New utilities, including electric service, could be extended to the existing farm buildings, contingent on funding
• New well by approximately mid-2021; ready for use by mid- to late 2021
• Irrigation plan and funding must be part of proposal
• Urban Agriculture Goals: Continue agricultural use including opportunities for organic farming, grazing and climate change research; seek opportunities for synergistic relationships between agriculture, habitat restoration, climate smart features and public education such as tours and short talks on 21st century farming techniques
• If needed or timed properly, the Farm lessor will utilize the grazing tenant at Coyote Hills for grazing on the farm parcel

III. RFP TIMELINE

The following schedule has been established for the Request for Proposals for the operation of the agricultural lands in Ardenwood Historic Farm and Coyote Hills Regional Park. Questions regarding this RFP must be submitted in writing by email to tmargulici@ebparks.org and received no later than the date listed below. Please do NOT contact any other Park District staff. A written compilation of all questions and answers, and any RFP addenda, will be posted at www.ebparks.org/Bids and RFPS under the Concession section. Questions will be answered as clearly and completely as possible without jeopardizing the competitiveness of the proposals.

All proposers must meet the deadlines and/or be available on the dates as listed below in yellow.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Announcement Open Proposal</td>
<td>May 11, 2020</td>
</tr>
<tr>
<td>Mandatory Site visit (begins in Ardenwood Produce Stand)</td>
<td>Wednesday, June 3, 2020 11:30 a.m. to 1:30 p.m.</td>
</tr>
<tr>
<td>Questions for Site visit deadline</td>
<td>June 4, 2020 by 1 p.m.</td>
</tr>
<tr>
<td>Questions and Answers posted to website</td>
<td>June 8, 2020 by 4 p.m.</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>By July 6, 2020 up to 4 p.m.</td>
</tr>
<tr>
<td>Staff to check-in and verify Proposals</td>
<td>July 7, 2020</td>
</tr>
<tr>
<td>Proposers Notified of Interviews by email</td>
<td>By July 7, 2020 after 4 p.m.</td>
</tr>
<tr>
<td>Interview with Proposers (expect to interview for at least one hour during the time shown)</td>
<td>July 8, 2020 between 10:30 a.m. up to 1:30 p.m.</td>
</tr>
<tr>
<td>Staff Recommendation</td>
<td>July 10, 2020 by 4 p.m.</td>
</tr>
<tr>
<td>Board Operations Committee – review</td>
<td>Thursday, September 17, 2020 at 12:30 p.m.</td>
</tr>
<tr>
<td>Board of Directors - review and selection</td>
<td>Tuesday, October 6, 2020 at 1 p.m.</td>
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</tbody>
</table>

**PLEASE NOTE:** this schedule is subject to change as circumstances warrant and any changes and/or additional information will be posted on the Park District website. Please check the website for the most current information before sending in your proposal.

**MANDATORY SITE VISIT**

You must attend site visit, please RSVP by e-mail tmargulici@ebparks.org at least 72-hours in advance of Monday, June 3, 2020. Park District staff may discuss the RFP package at the site visit.

IV. GENERAL
1. **INTERPRETATION OF ESTIMATES**
   The attention of applicants is called to the fact that, unless stated otherwise, the acreage referenced in this and all associated documents are estimates.

2. **DESIGNATED CONTACT**
   All requests, questions, or other communications about this RFP shall be made in writing by email to the East Bay Regional Park District. Address all communications to the person listed below. Communications made to other personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the applicant.

   **East Bay Regional Park District**
   Tiffany Margulici – Acting Business Services Manager
   tmargulici@ebparks.org

   To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used. Direct contact with East Bay Regional Park District employees other than the Designated Contact regarding this RFP is expressly prohibited without prior consent. Applicants directly contacting East Bay Regional Park District employees risk elimination of their submission from further consideration. Exceptions exist only for organizations currently doing business with East Bay Regional Park District who require contact in the normal course of doing that business.

3. **DELIVERY OF SUBMISSIONS**
   Proposals shall be delivered in sealed envelopes and shall bear on the outside the name and address of the proposer as well as the designation of the Lease. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All proposals must clearly display the bid number on the envelope. All proposals will be accepted at the time and place set in the advertisement. Proposer bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

4. **RFP SUBMISSIONS**
   Sealed submissions for this RFP shall be received until **July 6, 2020 up to 4 p.m.** at which time proposals will be opened and recorded.

5. **INSURANCE COVERAGE REQUIREMENT**
   **INDEMNITY AND INSURANCE**
   Hold Harmless Clause. Lessee shall indemnify and hold Lessor and the property of Lessor, including said premises, free and harmless from any and all claims, liability, loss, damage and expenses resulting from Lessee's occupation and use of said premises including any claim, liability, loss or damage arising by reason of the injury to or death of any person or
persons or by reason of damage to any property caused by the condition of said premises, the condition of any improvements or personal property in or on said premises, or the acts or omissions of Lessee on any person in or on said premises. The duties of Lessee under his section to indemnify and hold Lessor and the property of Lessor free and harmless from any such claim, liability, loss and damage shall extend to include, but not be limited to, all claims, liabilities, losses and damages arising by reason of the injury to or death of (1) any agent, officer, invitee, or employee of Lessee, (2) any independent contractor hired by Lessee to perform work or render services on said premises, (3) any agent, officer, or employee of any independent contractor hired by Lessee to perform work or render services on said premises, and (4) any other person on or about said premises. Lessee further agrees to indemnify Lessor and to save Lessor harmless from any and all costs (including attorney's fees and court costs) or damages which Lessor might suffer or incur from claims to the extent arising out of the farming of the said premises by Lessee, including but without being limited to claims arising from drifting of sprays or dust, or seepage or overflow of or flooding by irrigation waters or the maintenance or operation of farm machinery, tools or equipment on the said premises or on the roads adjacent thereto or damage caused by livestock or animals owned by Lessee.

**Liability Insurance.** Lessee shall, at all times during the term of this Lease, maintain and keep in force insurance coverage with a reputable insurance company which will adequately protect both Lessee and Lessor against public liability and property damage upon the Leased said premises. The minimum coverage required by this section shall be a combined single limit of no less than $2,000,000 per person and a general aggregate limit of no less than $4,000,000 for any occurrence. The insurance contract entered into by Lessee shall name Lessor as an additional insured. Lessee shall deliver proof of insurance to Lessor within 30 days of execution of this Lease. Lessor shall be provided a certificate of such insurance, and the policy shall not be cancellable except on 30 days written notice to Lessor.

**Insurance.** Lessee shall cover buildings with flood and fire insurance adequate in the amount to cover the actual cash value at the time of the loss. Lessee, at no expense to Lessor, shall carry said insurance in the name of both Lessor and Lessee. The parties agree that the proceeds of such insurance shall be Lessor's, and Lessor shall have the absolute and unconditional discretion and right to make the determination if the proceeds shall be used to replace the building or portions thereof damaged or destroyed by fire during the term of this Lease. In any case, there shall be no abatement of rent. Lessor shall bear no responsibility to Lessee for loss or damage to any existing buildings or equipment therein caused by fire or other calamity. Certificates of said insurance and of all renewals shall be provided to Lessor. Included in this Lease is the personal property of Lessor listed on the attachment hereto. Lessee shall be responsible for insuring such equipment and shall return the same to Lessor upon termination of the Lease in the same condition as received subject to reasonable wear and tear.

**No Liens or Encumbrances.** Lessee agrees to keep the said premises free from all liens, and claims of mechanics, laborers, material, men and others for work done and material furnished to or at the request of Lessee, and Lessee shall not create or suffer to be created
any lien or encumbrance on said premises.

Compensation Insurance. Lessee agrees to keep in full force and effect at all times during the term of this Lease adequate and proper workers compensation insurance to cover all of Lessee’s employees.

Lessee shall have the right to mortgage or hypothecate any or all of the crops during the terms of this Lease for the sole purpose of the growing, production and harvesting of the crops. No such mortgage or hypothecation shall encumber any crops to be grown in any subsequent year unless Lessee is farming the crop. As long as Lessee performs all of the terms and provisions of this Lease at the time and in the manner herein provided for, Lessor will not interfere with the rights of any mortgagee or person holding a security interest in the crops. Should Lessee at any time default under any of the terms or provisions of this Lease (including without limitation any failure to pay the rentals of any sum provided herein to be paid by Lessee at the time herein provided to be paid), Lessor reserves all rights and the right to exercise all rights and remedies conferred upon Lessor under the terms of this Lease or under the laws of the State of California, including the right to take possession of said premises, together with any crops, whether or not the same are mortgaged or hypothecated.

V. REQUIRED QUALIFICATIONS AND SERVICES

The proposals will be evaluated based on a Lessee’s ability to provide the required services, among other factors. The principal objectives in entering into an agreement for the agricultural
lease include:

1. Minimum three years farming at an equivalent scale and scope and the ability to manage and maintain sales of products.

2. Demonstrated ability to maintain an economically viable operation with revenues sufficient to cover operating expenses, including payment of reasonable fees to the Park District.

3. Experience and demonstrated ability to maintain the condition of the farmyard structures.

   **Maintenance** - The lessee will be responsible for the ongoing maintenance and other day-to-day operational aspects of the farming lease corporation yard, as well as the following operation and maintenance activities:
   - Conducting assessments of the condition of the corporation yard and any structures
   - Removing garbage, debris, and litter from the premises (and within 100 feet)
   - Performing janitorial services, regular graffiti removal and cleaning of the exterior
   - Replacing damaged glass, broken windows, and doors
   - Fixing leaks
   - Painting
   - Performing routine maintenance of operational systems and equipment
   - Providing repair and maintenance supplies and small equipment
   - Reporting significant maintenance or repair needs to the Park District

4. Demonstrate of fiscal solvency and financial ability to successfully run the operation.

5. Payment and accounting of all expenses in a timely manner.

6. Formulation and implementation of operation systems, business plans, and budgets.

7. Handling of all personnel matters including employment, training, and terminations. Must comply with all federal, state and local laws and regulations applicable and will use his/her professional judgment and expertise to verify interpretations of applicable law, codes, regulations, and ordinances, from the appropriate government agency(s) and authorities having jurisdiction.

8. Administration of all terms and conditions of the agreement.

9. Demonstrated ability to communicate effectively and foster and maintain positive relationships with Park District and customers.

While not required, additional consideration will be given to experience and demonstrated ability with farming education and/or interpretation of activities.

Highest consideration will be given to proposals that will farm and operate the entire acreage
of both Ardenwood and Coyote Hills agriculture lease areas under a single tenant, the Park District will also accept separate proposals for each area or one of the areas.

VI. TERM OF AGREEMENT

The term of the agreement is for a 5-year initial term with two 5-year extensions, at the Park District’s sole discretion. An alternate term length may be proposed contingent upon Proposer’s capital investment or other demonstrated business reason.

VII. AGREEMENT REQUIREMENTS

1. Proposers must be familiar with and understand all the terms and conditions listed below. The intent of the agreement is to provide the public with the full range of operations and services in an authentic manner and atmosphere that enhances the visitor’s experience of the park.

2. The agreement will be awarded to the proposer that best fits the criteria.

3. The lessee will be responsible for obtaining any and all necessary approvals, permits and licenses and for any outfitting and lawful operation at the farm, including maintaining the status of the farm as Certified Organic.

4. The lessee will comply with all city, state and federal laws relating to access for persons with disabilities.

5. The lessee must submit a list of proposed products to Park District for approval before they are sold on Premises.

6. The lessee will be required to carry at least $2,000,000.00 in general liability insurance coverage and property damage liability insurance coverage, and replacement value in fire and casualty coverage with the Park District named as Additional Insured.

7. The lessee will submit bi-annual reports of activities and sales. At the end of each operating year, the lessee will be required to submit a detailed cash flow statement for the past year’s operation.

8. The lessee must pay all taxes applicable to the operation of the farm.

9. The lessee will be responsible for securing any equipment every evening. Storage will be permitted at the site.

10. All prices, fees, and increases for any and all proposed products and services offered by the lessee must be at or below local prices.

11. The lessee will remove all rubbish generated by this operation. The lessee will be responsible for cleaning the licensed premises and as directed by the Park Supervisor. In addition, the Lessee will keep all signs and structures free of graffiti. The Lessee must comply with all the Park District’s policy and all city, state, and federal regulations regarding recycling.

12. The Lessee will be responsible for maintaining total security within the licensed premises.

13. The Lessee must cooperate with Park District during special events or other unanticipated eventualities.
SECTION 2. REQUEST FOR PROPOSAL

PURPOSE

This Request for Proposals (RFP) provides all potential proposers with all the necessary relevant information, the requirements to submit a proposal for operation of the facilities, and a sample of the proposed preliminary Agreement.

REVIEW OF PROPOSALS

Following the opening, all proposals will be reviewed by a committee consisting of representatives of the Park District and other interested parties as selected by the Park District. This committee will review all proposals that meet the minimum qualifications.

ORAL INTERVIEWS

The Park District will notify each such Proposer of the scheduled time and location for his/her interview on the date indicated in the timeline on page 5.

ORAL PRESENTATIONS

Proposer may be required, at Park District’s option, to make public and/or private oral presentations to elaborate on the written proposal. These presentations will be held subsequent to preliminary evaluations of the proposals. The Park District will notify each such Proposer of the scheduled time and location for their presentation.

SECTION 3. PROPOSAL

This RFP provides all potential lessees with relevant information, the necessary requirements to submit a proposal, and a sample Agreement.

A. Proposal Elements

The proposal must contain your (this means you and/or your organization) responses in the numbered format below. Each proposal submitted must meet the following requirements. Failure to comply will result in the automatic disqualification of a submission from further consideration.

1. Submit two (2) hard copies of the Proposal plus one (1) electronic copy on CD or thumb drive at the Front Desk (in person or through delivery service), to the attention of Tiffany Margulici at 2950 Peralta Oaks Court, Oakland, CA 94605, no later than 4:00 p.m. on the date stated on page 2 of this RFP.

   All proposers must submit a proposal that includes a fee offer. Proposals must be printed
or typed on 8 1/2” x 11” paper. Illustrations may be included. All plans are subject to Park District’s approval. No oversized drawings may be submitted, must be 8 1/2” x 11” pages or reductions to 8 1/2” x 11”. Do not print on both sides of paper. Do not submit more than 20 pages, not including Financials (#12 & 13 of this Section). Font shall not be smaller than 12 pt. No facsimile proposals will be accepted. Proposers are encouraged to use discretion in the amount of information they submit. **Do not** submit proposals in hard plastic or spiral binders.

The proposal and any additional information should be submitted in a sealed envelope with the following information written on the outside:

**YOUR NAME AND ADDRESS**

and

**REQUEST FOR PROPOSALS - AGRICULTURAL LAND LEASE, ARDENWOOD HISTORIC FARM & COYOTE HILLS REGIONAL PARK**

The proposal should be clear, concise, complete, well-organized, and demonstrate the vision you (this means you and/or your organization) have for the land. You are required to follow the following format. Please prepare your Proposal such that it is no more than forty (40) 8.5 x 11 letter sized, single-sided pages or (20) twenty double-sided pages (outside cover, table of contents, divider pages and bank statements or tax returns do not count toward the page limit). Font size shall be 12 point. Please use Portrait orientation. Do not use binders. Each section of the proposal must be Headed or Tabbed according to the numbered titles 1 through 14 in Proposal Elements to aid in information retrieval and review by the Park District’s Selection Committee.

**Proposal Cover:**
Include the RFP’s title and proposal due date, your name, the name of the main contact, address, email, fax number and telephone number.

**Transmittal Letter:**
Addressed to Tiffany Margulici and signed by you (an officer of the organization). In the case of a joint relationship, an officer of each partner organization shall sign.

Provide the following information:
- Address of office providing the services
- Telephone number
- Summary description of organization
- Areas of expertise
- Size of organization (including number of registered professionals)
- Years in business

**Table of Contents:**
Include a complete and clear listing of headings and pages, and list attached documents.
All proposals submitted in response to this RFP become the property of the Park District and are subject to the requirements of the California Public Records Act (California Government Code Section 6250 et seq.) Once a successful proposal is identified or all proposals are rejected, all proposals shall be deemed public records. The proposer must identify in writing all copyrighted material, trade secrets, or other proprietary information the proposer claims are exempt from disclosure under the Public Records Act. Proposers claiming exemption must include the following statement in their proposal:

The proposer agrees to indemnify and hold harmless the Park District, its officers, employees, and agents from any claims, liability, or damages against the Park District, and to defend any action brought against the Park District for proposer’s refusal to disclose such material, trade secrets, or other proprietary information to any party.

Failure of a proposer to include this statement and/or identify in writing the claimed exempt material shall be deemed a waiver of any exemption from disclosure under the Public Records Act. Requests to review proposal submissions will not be allowed until after a Staff Recommendation is made.

To ensure fair competition, all proposers will receive the same information and materials; no telephone or personal inquiries about this RFP will be answered.

- Late Proposals are not acceptable and will be returned to the respondent unopened
- There will not be a public opening of Proposals
- The Park District reserves the right to request, receive, and evaluate supplemental information and clarifications during its evaluation of Proposals and the Park District will conduct this process in a fair and impartial manner
- The Park District reserves the right to disregard any immaterial irregularities in any response
- The Park District reserves the right to cancel or amend this RFP or to extend the date responses are due
- Incomplete Proposals or inaccurate information may be cause for disqualification
- Issuance of this RFP does not commit the Park District to award an agreement or to pay any costs incurred in preparation of a Proposal or any response to this RFP
- The Park District reserves the right to reject any or all Proposals
- All materials submitted to the Park District will become the property of the Park District and will not be returned
- All information submitted in response to the RFP will be considered official information acquired in confidence and the Park District will maintain its confidentiality to the extent permitted by law.

2. State the type of business that describes your business (Sole Proprietorship, Partnership, Joint Venture, Limited Liability Company or Corporation) and provide proof. Any proposals that state an intent to form a business if awarded the lease will be rejected. The type of business must be established prior to submitting a proposal. All proposals must
include documentation that they can do business within the State of California.

3. For the purpose of this RFP, proposers must have a minimum of three (3) years' experience managing or operating a business of similar type, size and scope as the operation set forth and described in this RFP. Proposals with less than the minimum experience will be disqualified. Describe your experience in performing similar operating activities, preferably for same-sized facility with details of specific activities, farming, maintenance, and time frames in which the experience occurred. Include additional information as needed.

4. Describe the services, capabilities, and advantages that you offer, for example:
   - Current workload
   - Available staff
   - Resources

5. Provide a plan and timeline for starting the operation and resolution for any issues resulting from the transition to a new Lessee.

6. Describe your ability to collaborate, facilitate, and resolve issues in a timely and professional manner. Issues may include customer complaints, budget and cash flow challenges, etc.

7. Charges to Customers – Possible rates to clients for proposed services.

8. Fee - State the rate you will pay for fees, per acreage or any other fee structure, as well as the rate to be charged per hour for in-kind work. In-kind work may be used to offset the fees to be paid.

9. Agreement Requirements
   a. If you take any exception to any of the requirements as listed in Section VII above, the exception(s) and reason(s) shall be stated in the Proposal.
   b. Provide proof of the insurance requirement for general liability, automobile and worker's compensation.

10. Provide a description of any pending legal issues you are facing.

11. Provide three (3) references from jurisdictions for which you ran a farming operation must include names, titles, email addresses, and telephone numbers.

12. Submit resumes of any other professional staff that would perform the work, including relevant qualifications and degree of understanding the inner working of the management process.
   a. Concession Personnel: Provide detailed qualifications of the proposed concession manager(s), Clearly identify experience and qualifications relevant to the services described in this RFP.
b. Provide a complete list of all staff hourly rates by category, (i.e., Concession Manager, store clerk, etc.) Hourly rates shall be all-inclusive, and include base salary, fringe benefits, overhead, etc.

13. Financial Condition - Describe your financial condition and provide the last three (3) years of bank statements (may be substituted with the last three (3) years of tax returns.) Significant weight will be given to such financial information in the selection process. The Park District may request a bond for $10,000 as a security deposit when awarding the agreement.
   a. Credit Worthiness: At a minimum, evidence should include a credit report issued by a nationally recognized credit bureau within 60 days of the proposal due date and include the Fair Isaac Corporation (FICO) score. 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.

14. Provide detailed financials for the operation and maintenance the concession.
   a. Provide a 3-year projection of revenues and expenditures anticipated from the proposed activities. Revenues should include all sales and any other service performed for which a fee is charged. The statement must show month-by-month projections for the first twelve months.
   b. Provide a detailed 3-year budget for your organization in order to operate and maintain the concession.
   c. Provide a 3-year Cash Flow Statement.

B. Amendments

If Amendments to this RFP are issued, Respondents must acknowledge receipt of Amendments in the cover letter of their RFP responses. Failure to acknowledge and respond to any Amendments issued by the Park District may cause the Respondent’s Proposal to be deemed non-responsive.

C. Questions

Any questions or requests for clarifications to this RFP must be submitted in writing by email to the EBRPD, Business Services, Attn: Tiffany Margulici, 2950 Peralta Oaks Court, Oakland CA 94605 at tmargulici@ebparks.org. Answers to questions or requests requiring clarification to this RFP will ONLY be posted on the Park District’s website.

Questions regarding the site visit must be submitted no later than 4 pm on the date stated on page 2 of the RFP. Questions received after this deadline may be answered at the discretion of the Park District.
SECTION 3. SELECTION PROCESS

The Park District intends to negotiate an agreement with the selected individual/organization as determined by the Park District to be in the best interest of the Park District.

Step 1 – Response to Park District’s RFP
Submissions must meet the requirements of the RFP.

Step 2 – Interviews with Organizations Selected in Step 1
Interviews will be held with each selected proposer to discuss their approach and methods for operating the concession and other subjects chosen by the Selection Committee. Respondents selected for interviews will be notified by email. The Park District will specify the date, time, and location of their interviews.

Step 3 – Evaluation of RFP Responses and Ranking of Respondents
Based on the evaluation of the RFP responses and interview results, the Park District will rank the respondents and select the top-ranking organization with whom to attempt to negotiate an agreement as determined by the Park District to be in the best interest of the Park District. If negotiations are not successful with the top-ranked organization, the Park District will attempt to negotiate a contract with the second-ranked organization and so on, or the Park District may pursue other methods of negotiation.

SECTION 4. EVALUATION FACTORS

The Park District will use the selection process outlined herein. An Interview and Selection Committee composed of key Park District staff and staff from other related agencies will review and evaluate responses to the RFP and will conduct interviews.

The points that have been assigned to each topic below are shown to the right of the title. The Park District will compare and evaluate all qualifying proposals and select an organization that, in the sole and absolute discretion of the Park District, can fully meet the requirements of the Park District, based upon the following factors:

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<thead>
<tr>
<th>Section 2. A.</th>
<th>ITEM</th>
<th>CONSIDERATION</th>
<th>% WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 &amp; 2</td>
<td>Submission Requirements and Format</td>
<td>Each proposal submitted must meet the requirements for submission and format. Failure to comply will result in the automatic disqualification of a submission from further consideration.</td>
<td>5%</td>
</tr>
<tr>
<td>3 &amp; 4</td>
<td>Experience and Background</td>
<td>Demonstration of experience with the types of equipment and services required to run the operation along with maintenance of the site. Years in business, amount of relevant experience (breadth and length). Evidence of a variety of experience in operating a farm.</td>
<td>15%</td>
</tr>
<tr>
<td>5 &amp; 6</td>
<td>Operation Plan / Services / Improvements</td>
<td>The degree to which proposal addresses the operation and management plan. Proposed plan of services and evidence of ability to accomplish these objectives.</td>
<td>15%</td>
</tr>
<tr>
<td>7 &amp; 8</td>
<td>Payment to Park District / Charges to Customers</td>
<td>Projection of Sales. Evaluation of payments and evidence of ability to make the payments.</td>
<td>5%</td>
</tr>
<tr>
<td>9</td>
<td>Agreement requirements</td>
<td>Willingness to meet the requirements of the Agreement. Reasonable requests for changes will be accepted or negotiated at Park District’s sole discretion.</td>
<td>10%</td>
</tr>
<tr>
<td>10 &amp; 11 &amp; 12</td>
<td>Quality of Service</td>
<td>Demonstration of successful history and knowledge of personnel, management, operation, and marketing.</td>
<td>20%</td>
</tr>
<tr>
<td>13 &amp; 14</td>
<td>Financial Capability</td>
<td>Capability to provide services throughout the term with adequate strength to cover start-up costs and sustain possible losses; sources of financing and availability of immediate funds and backup funds. Must provide details of financial resources and stability of organization.</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>Oral Interview</td>
<td>Interviewer's evaluation</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL</td>
<td>100%</td>
</tr>
<tr>
<td>BLOCK</td>
<td>NAME</td>
<td>ACREAGE</td>
<td>RESPONSIBLE PARTY</td>
</tr>
<tr>
<td>-------</td>
<td>----------</td>
<td>---------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Block 1</td>
<td>Front Field</td>
<td>19.69</td>
<td>Lessee</td>
</tr>
<tr>
<td>Block 2</td>
<td>Front Field</td>
<td>33.44</td>
<td>Lessee</td>
</tr>
<tr>
<td>Block 3</td>
<td>Central Field</td>
<td>20.78</td>
<td>Lessee</td>
</tr>
<tr>
<td>Block 3A</td>
<td>Central Field</td>
<td>0.19</td>
<td>Rotation</td>
</tr>
<tr>
<td>Block 3B</td>
<td>Central Field</td>
<td>0.79</td>
<td>Park District</td>
</tr>
<tr>
<td>Block 3C</td>
<td>Central Field</td>
<td>1.09</td>
<td>Rotation</td>
</tr>
<tr>
<td>Block 4</td>
<td>Willows Field</td>
<td>8.14</td>
<td>Rotation</td>
</tr>
<tr>
<td>Block 5</td>
<td>East Field</td>
<td>7.52</td>
<td>Rotation</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>91.64</td>
<td></td>
</tr>
</tbody>
</table>
COYOTE HILLS REGIONAL PARK

Approximately 45 Acres for farming