



**CITY OF SAN DIEGO
REAL ESTATE ASSETS DEPARTMENT
1200 Third Avenue, Suite 1700
San Diego, CA 92101-4195**

**REQUEST FOR PROPOSALS
(COVER SHEET)**

Solicitation Type: Operation and Lease of the City-owned Equestrian Center in Ranch Penasquitos, located in Los Penasquitos Canyon Preserve, at 12115 Black Mountain Road, San Diego, CA 92129

Solicitation Number: RFP No. CSS2020-1

Solicitation Issue Date: February 25, 2020

**Proposal Due Date
and Time (Closing Date):** April 9 at 5:00 p.m. P.S.T.

City Contact: Pierre Saladin, Supervising Property Agent – Phone: (619) 236-6123, Email: PSaladin@sandiego.gov

**Recommended Site
Inspection:** March 10 at 10 a.m. Parking Lot at the entrance to the Equestrian Center in Rancho Penasquitos, at 12115 Black Mountain Road, San Diego, CA 92129. Contact City Contact prior to inspection, if you are planning to attend.

**Questions and
Comments Due:** March 24, 2020 at 5:00 p.m. P.S.T.

Duration of Offer: By submitting a proposal, the proposer guarantees that the offer is firm for ninety (90) calendar days commencing the day following the Closing Date. Proposer agrees to accept a resulting contract subject to the terms and conditions stated herein. If an award is not made during that period, proposer's offer shall automatically extend for another ninety (90) calendar days unless the proposer indicates otherwise in writing thirty (30) calendar days prior to the end of the first ninety (90) calendar day period to the City Contact.

Proposer _____
Street Address _____
City _____
Telephone No _____
E-Mail _____

PROPOSER'S AUTHORIZED REPRESENTATIVE. Proposer is required to sign this document and return three (3) originals and five (5) copies of their proposal in sealed envelopes or cartons to the City Contact. Proposer shall also include an electronic copy of their proposal. Proposer agrees to furnish and deliver all goods and/or provide all services set forth or otherwise identified above subject to the terms and conditions specified herein. An original signature below is required. If RFP is being submitted by more than one entity/individual, each entity/individual must sign and submit this page separately along with the proposal. By signing below, the signer declares under penalty of perjury that she/he is authorized to submit and sign this proposal.

Signature of Proposer's Authorized Representative

Print Name

Title

Signature

Date

INTRODUCTION

The City of San Diego (City) is requesting proposals from qualified organizations or individuals (hereinafter referred to as "Proposer(s)") to lease, operate, and use the City-owned property, commonly known as the Canyonside Stables, located at 12115 Black Mountain Road, San Diego, CA 92129 (Property). The City is seeking proposals that reflect the City's desire to have an operator who provides a high level of service to the City and local community, while operating the Property as equestrian center in a fiscally responsible manner. It is the City's desire that Property will operate with no interruption in service to the local community. The use of the Property shall be in accordance with the terms and conditions contained in this RFP, and, if awarded, pursuant to a lease agreement (Lease) to be negotiated between the City and the Proposer whose proposal is selected (Selected Proposer), subject to approval by the San Diego City Council.

A. BACKGROUND

The Property consists of an approximately 15.44-acre site and is currently being operated by Canyonside Ranch, LLC as an equestrian center under a three-year lease agreement which expires February 15, 2020. The Property is bounded by Mercy Road on the south and Black Mountain Road on the west and located within the Los Penasquitos Canyon Preserve. The Property is in the close proximity to Mira Mesa, Rancho Penasquitos, Carmel Mountain Ranch and Scripps Ranch communities. Located on the property are several structures of historic significance, including an old adobe residence, a barn and outbuildings. Although the adobe residence is currently occupied by an on-site caretaker, there is no guarantee of long-term availability. The City is seeking funding to restore the structures and may need to perform major renovations. Eventually, the City may desire an alternate use for the adobe residence and/or the barn. The property, as shown on attached Exhibit "A", identifies an area west of a drainage ditch and east of Black Mountain Road as "Ranger Area". This area is not a part of the leasehold, but may be available for use on special occasions. Lessee will need to obtain a permission from the City for each specific special use in advance. City Park Rangers and/or staff shall have access to the entire site at all times. Public hiking, biking and riding trails pass around the perimeter of the Property as part of the Trans-County Trail System. The Lessee, its boarders and clients have access to the public trails if they are open to the public. The Park and/or trails are subject to closure during the winter months. Trail rides are allowed outside the Property and are subject to City's and San Diego County restrictions. A portion of the Property is currently subleased to Horsebound LLC to allow instruction the public in care, maintenance and horse riding equines. A copy of the sublease will be available upon request.

B. TYPE OF PROPOSALS SOUGHT

Each proposal should reflect the City's desire to have a lessee who provides a high level of service to the public while operating, managing and maintaining the Property and its current uses in a fiscally responsible manner. The Lease will be negotiated to allow for an equestrian use to be consistent with the present zoning, which is A-1-1, and the Master Plan for the Los Penasquitos Community Plan Area. The existing facilities including a riding ring and pipe corrals which will currently accommodate the boarding of approximately 80 horses, and will remain for the new operator to use. Any proposed new structures on the Property will require the Selected Proposer to pay for and obtain a Development Permit through the City of San Diego's Development Services Department. The physical and environmental characteristics of the Property limit the development possibilities. Selected Proposer should be aware that a development application can be

quite costly.

C. OPERATING PLAN

The City is seeking a Proposer to lease, operate, and maintain the Property. Each Proposer should demonstrate the ability to support the City's desire to lease the Property for the benefit of the general public, users and the surrounding community.

Proposals should include, at a minimum, detailed responses for the following requirements:

1. A proposed operating plan (Operating Plan), which shall include a detailed plan highlighting how the Property will be operated if the Lease is awarded. The City requires, and the Operating Plan must include, the following:
 - a) A program plan providing a detailed description of the various types of uses, activities and services proposed to be offered at the Property ("Proposed Uses").
 - b) A detailed plan, including a timeline, demonstrating how Proposer intends to secure the necessary services and goods contracts to ensure the continuity of operations at the Property without interruption upon commencement of the Lease.
 - c) A detailed plan for how the safety of horses at the Property will be protected.
 - d) Proposer's required qualifications for on-site personnel in charge of conducting and operating the facilities. The City is requiring the Proposer to have at least three (3) years' experience in the past five (5) years in the lease and operations of an equestrian facility of comparable scale.
 - e) Detailed description of how the Proposer will operate the Property, including a detailed description of the Proposer's organizational structure; a list of the leadership/management team, the responsibilities of the leadership/management team, staff, and any other personnel/member which are proposed to be involved in the operations under the Lease.
 - f) A detailed plan for any proposed construction or renovations. Plan must include, but is not limited to: project description, location, impact to operations, cost estimates and timing for construction. All construction or renovation is subject to City approval and will be negotiated with the Selected Proposer.
2. The Proposer(s), or signatory to the proposal, must be the direct operator of the entire Property under the Lease.
3. Each Proposer must provide the most recent three (3) years of financial statements (including, but not limited to: balance sheets, income statements, and cash flow statements) demonstrating successful management or must provide substantial justification as to why three (3) years of financial statements cannot be provided.
4. The necessary trade fixtures and equipment, if any, to be provided by the Proposer needed to provide the level of service to be required under the Lease. Title to those fixtures and equipment would remain vested in the Selected Proposer unless negotiated otherwise.
5. The Lease term shall be five (5) years and the Proposer shall include a statement of annual gross revenue projections from all operations for the proposed term of the

Lease and a financing plan.

6. A proposed initial annual rent. If the annual rent is based on a percentage of revenues, this section shall include a list of percentage rents by category for the proposed Lease term and the initial minimum annual rent.
7. Proposer should demonstrate in detail the community need that is being met to be offered at the Property.

All aspects of the Operating Plan, including proposed uses, fees, and improvements, are subject to approval by the City.

Proposals shall consider all applicable laws and available industry guidelines as they apply to liability, public health standards, Americans with Disabilities Act (ADA) access, and the highest standards of maintenance of all facilities and equipment. Proposals must address any required off-site improvements, including but not limited to, drainage, gutters, walkways, utilities, landscaping, and ADA compliance for the Property.

D. LEASE TERMS

The City anticipates entering into the Lease with the Selected Proposer to memorialize, in detail, the elements of the selected proposal. The following terms and conditions shall be incorporated into the Lease to be negotiated and executed between the Selected Proposer and the City, subject to modification, deletion, and additional terms and conditions as determined by the City in the City's sole discretion. If Proposer intends to request a modification from any of the identified terms or conditions listed below, such request must be included in the Proposal in order to be considered.

1. **Premises.** An approximately fifteen (15) acres of CITY-owned real property, including the Mohnike Adobe House, a hay barn, both registered on the National Register of Historic Places (Historical Recourses Board #419), a perimeter fence and miscellaneous other storage structures, including on site manager office, as further described in **Exhibit A** (the "**Premises**").
2. **Uses.** The primary services ("**Primary Uses**") to be offered on the Premises shall be horse boarding, riding lessons, riding training classes, and guided trail rides. Incidental uses ("**Incidental Uses**") may include picnics, barbecues, hay rides, educational programs and activities, machine vending of beverages and snacks, and show ring activities. All Primary Uses and Incidental Uses are to serve LESSEE's patrons and the general public. LESSEE may use the Premises for other related or incidental uses to the Primary Uses, as may be first approved in writing by CITY, and for no other purposes whatsoever.

The consumption of alcohol is expressly forbidden on the Premises at all times during the term of the Lease.

Smoking is forbidden on the Premises at all times during the term of the Lease.

LESSEE may use, on a nonexclusive basis, riding trails commencing on the Premises and through the Los Penasquitos Canyon Preserve, during regular business hours, as approved in writing by the CITY, except when the Park is closed or during inclement weather. LESSEE shall comply with the Rules and Regulations for Trail Rides as it will

be established in by the City or County of San Diego.

3. Term. The goal of this solicitation is to enter into a lease with a term of no more than five (5) years. The Lease may contain a provision authorizing the Lessee to request up to two five (5) year extensions, however, any extensions will be granted in the City's sole discretion.
4. Rent. Proposer shall propose a rental amount to be paid to City, appropriate for the proposed use of the Property. Initial rent may be adjusted upward according to annual CPI adjustments or a fixed percentage increase (for example, 3.5% per year increase) for flat rate lease agreements. City may, at its option, periodically adjust the Percentage Rent rates upward to fair-market Percentage Rent for percentage rent lease agreements. Percentage Rent increases shall be determined by qualified CITY staff which rates shall only be higher, not lower, than the then-current percentage rent rates.
5. Right to Assign and Sublet. The Selected Proposer may not assign the Lease or any interest therein and may not sublet any portion thereof without prior written approval from the City. The City's approval may be conditioned upon the proposed assignee agreeing to revisions to the Lease, to reflect market conditions or the City requirements that are then in effect. Also, no assignee will be approved by City who is not at least comparable to the original Selected Proposer in financial and professional capabilities to operate the Property, as determined by the City. City shall receive a minimum of fifty percent (50%) of the incremental gross rental revenue due to Lessee from subleases.
6. Equity Participation. The Selected Proposer shall pay to City two percent (2%) of the gross amount paid for the leasehold in connection with any approved assignment of the Lease; two percent (2%) of any amount paid to the Selected Proposer in consideration of a sublease of all or a majority portion of the leasehold; or two percent (2%) of the amount of any loan or encumbrance against the Lease over and above the amount of the encumbrance needed to finance the improvements. The amount upon which the two percent (2%) shall be based shall be total consideration resulting from the transaction including total cash payments and the market value of non-cash consideration, including but not limited to stocks.
7. Compliance with Laws. The Selected Proposer shall secure and maintain full compliance with all applicable municipal, county, state, and federal laws and regulations at its own cost, regarding all aspects of the Lease and activities at the Property.
8. Utilities. The Selected Proposer shall order, obtain, and pay for all utilities, service, and installation in connection with the Property, subject to obtaining all applicable approvals and permits. All utilities shall be installed underground. Sub-metering shall be used for proper billing of utilities.
9. Single Use Plastic Reduction Ordinance. Unless an exception applies, Selected Proposer will comply with the Single Use Plastic Reduction Ordinance codified in San Diego Municipal Code sections 66.0901 through 66.0907. Upon successful negotiation, the Selected Proposer will sign a Lease, certifying that it will comply with the requirements of the Single Use Plastic Reduction Ordinance throughout the Term.

10. Hazardous Substances. The Selected Proposer shall not allow the illegal installation, storage, utilization, generation, sale or release of a Hazardous Substance or otherwise regulated substance in, on, under or from the Property. The Selected Proposer and the Selected Proposer's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Property without City's prior written consent. The Selected Proposer shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.
- a) Release. A "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a hazardous substance.
 - b) Hazardous Substance. "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
 - c) Remediation. If the Selected Proposer's occupancy, use, development, maintenance or restoration of the Property results in a release of a Hazardous Substance, the Selected Proposer shall pay all costs of remediation and removal to the City's satisfaction for unrestricted reuse of the Property, and in accordance with all applicable laws, rules and regulations of governmental authorities.
 - d) Removal. If the Selected Proposer or the Selected Proposer's contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances or hazardous wastes to the Property, the Selected Proposer and/or the selected Proposer's contractors or agents shall remove all Hazardous Substances and hazardous wastes in any type of container, equipment or device from the Property immediately upon or prior to the expiration or earlier termination of the Lease. Upon City's request, the Selected Proposer shall deliver to City true copies of documentation demonstrating the legal removal and/or disposal of the Hazardous Substances and/or hazardous wastes, containers, equipment or devices from the Property. The Selected Proposer shall be responsible for any and all costs incurred by City to remove any container, equipment or device requiring disposal or removal as required by this provision.
 - e) Indemnity. The Selected Proposer shall protect, defend, indemnify, and hold City harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from the Selected Proposer's occupancy, use, development, maintenance, or restoration of the Property, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary City response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, the Selected Proposer's officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

- f) Notice of Release. If the Selected Proposer knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Premises, the Selected Proposer shall immediately notify City and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. The Selected Proposer shall deliver a written report thereof to City within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If the Selected Proposer knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, the Selected Proposer shall take all actions necessary to alleviate the danger. The Selected Proposer shall immediately notify City in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Property.
11. Encumbrance of Lease. The Selected Proposer shall not encumber the Lease, its interest in the Lease, or any improvements on the Property by deed of trust, mortgage, chattel mortgage, or other security instrument without the City's prior written consent.
12. Nondiscrimination. The Selected Proposer shall not discriminate in any manner against any person by reason of race, color, religion, gender, gender expression, gender identity, sexual orientation, medical status, national origin, age, marital status, or physical disability in the Selected Proposer's use of the Property. The Selected Proposer shall comply with the City adopted program for equal employment opportunities. This program includes requiring the Selected Proposer to submit a Workforce Report, and in some cases an Equal Opportunity Plan. The Selected Proposer shall comply with the San Diego Municipal Code sections 22.4301- 22.4308, which requires lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners.
13. Indemnification & Hold Harmless. Selected Proposer shall protect, defend, indemnify, and hold City and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Selected Proposer's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with the Lease or Selected Proposer's occupancy, use, development, maintenance, restoration, or improvement of the Premises or any areas outside the Premises used or occupied by Selected Proposer from time to time, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that Selected Proposer's duty to indemnify and hold City harmless shall not include any established liability arising from the sole negligence or intentional misconduct of City or its elected officials, officers, employees, representatives, or agents. City may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If City chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, Selected Proposer shall pay all the costs related thereto, including without limitation reasonable attorney fees and costs.
14. Insurance. Selected Proposer shall procure and maintain for the duration of the

contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

- a) Insurance. At all times during the term of this Agreement, the Selected Proposer shall maintain insurance coverage as follows:
- i. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2 million per occurrence and subject to an annual aggregate of \$4 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
 - ii. Commercial Automobile Liability. For all of Selected Proposer's automobiles including owned, hired and non-owned automobiles, the Selected Proposer shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
 - iii. Causes of Loss. - Special Form Property Insurance. Selected Proposer shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of Selected Proposer's insurable property related to the Allowed Uses of the Property under this Lease or the Premises automobiles including owned, hired and non-owned automobiles, Selected Proposer shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 covering Code 1 (any auto) or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of one Million Dollars (\$1,000,000) per occurrence. The insurance certificate shall reflect coverage for any automobile (any auto).
- b) Workers' Compensation. For all Selected Proposer's employees who are subject to the Lease and to the extent required by the applicable state or federal law, the Selected Proposer shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of One Million Dollars (\$1,000,000) of employers' liability coverage per accident for bodily injury or disease, and the Selected Proposer shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

If the Selected Proposer maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Selected Proposer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. The Selected Proposer's contractors and subcontractors shall carry the same level of insurance as required of the Selected Proposer in the Lease.

The Selected Proposer shall also release, indemnify, defend, and hold the City harmless from liability in connection with all construction, operations and activities on the Property.

15. Taxes. The Selected Proposer must pay all taxes and assessments, including possessory interest taxes levied by reason of its possession, development or use of the Property.
16. Default. The City will reserve the right to terminate the Lease in the event of Selected Proposer's failure to pay any rent within five (5) days of notice thereof, or to cure any curable default or breach within thirty (30) days of legal notice thereof.
17. Permits and Licenses. The Selected Proposer will be required to obtain all necessary permits and licenses for the construction, operations and activities at the Property, at the Selected Proposer's sole cost and expense. By the selection of a proposal or execution of the Lease, neither the City nor the San Diego City Council is obligating itself or any governmental agent, board, commission or agency with regard to any other discretionary action relating to any occupancy, use, development, maintenance or restoration of the Property. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances and all other required governmental approvals.
18. Capital Improvements. CITY may, upon thirty (30) days written notice to Selected Proposer, enter and occupy the Premises for purposes related to the construction and installation of capital improvements, structures, and alterations on the Premises. Upon CITY's notice, Selected Proposer must at its sole cost and expense clear any portion of the Premises that may be impacted by the CITY's construction of all signs, banners, displays, décor, artifacts, exhibits, and other items. The CITY shall not be responsible for any costs of clearing any portion of the Premises or securing, removing, relocating, replacing, or reinstalling any exhibits or items. Notwithstanding any provision in the Lease to the contrary, Selected Proposer shall not be entitled to compensation, reimbursement, or damages of any kind, including consequential damages, lost profit, or resulting damages, caused by or related to CITY's exercising of its rights reserved in this section. However, failure by the CITY to propose adequate funds, failure by the City Council to approve a budget with funds adequate to construct such improvements, or the failure of the CITY to construct improvements in accordance with this Section shall not constitute a default under the Lease, and CITY shall not be responsible for any damage or liability which may result or be alleged to result from failure to provide such adequate funds or construct improvements.
19. Non-responsibility. The City hereby disclaims any responsibility, liability, or obligation to issue any permits or licenses or to waive any legal requirement by reason of selecting a Proposer or executing the Lease with the Selected Proposer.
20. Construction Requirements. The Selected Proposer will construct all improvements in accordance with all federal, state and local laws, rules and regulations, including, but not limited to, the California Environmental Quality Act and ADA.
21. Living Wages. The Lease is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Proposer agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.
 - a) Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Proposer and its subcontractors shall ensure that all workers who

perform work under this Lease are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

- i. Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Proposer and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).
 - ii. LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.
 - b) Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Proposer and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.
 - c) Uncompensated Leave. Proposer and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.
 - d) Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Proposer or its subcontractors be found to be in violation of any of the provisions of the LWO.
 - e) Payroll Records. Proposer and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Proposer is responsible for ensuring its subcontractors submit certified payroll records to the City.
 - i. For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Proposer and all subcontractors must comply with both ordinance requirements.
 - f) Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Proposer to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.
 - g) Annual Compliance Report. Proposer and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.
 - h) Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Proposer must complete the Living Wage Ordinance Application for Exemption.
22. Prevailing Wages. If in its proposal, and/or during Lease negotiations, a Proposer seeks any of the following: (1) the payment of money or the equivalent of money from

the City directly to or on behalf of the Proposer; (2) transfer from the City of an asset of value for less than fair market price; (3) the payment, reduction, to be charged at less than fair market value, waiver or forgiveness of fees, costs, rents, insurance or bond premiums, loans, interest rates, or other obligations that would normally be required in the execution of the Lease; (4) money loaned by the City that is to be repaid on a contingent basis; or (5) credits that are applied by the City against repayment obligations to the City, then pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Lease is subject to State prevailing wage laws. For construction work performed under the Lease cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under the Lease cumulatively exceeding \$15,000, the Selected Proposer and its contractors and subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

- a) Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Selected Proposer and its contractors and subcontractors shall ensure that all workers who perform work under the Lease are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - i. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Selected Proposer and its contractors and subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - ii. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of the Lease. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to the Lease in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of the Lease, each successive predetermined wage rate shall apply to the Lease on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of the Lease, such wage rate shall apply to the balance of the Lease.
- b) Penalties for Violations. The Selected Proposer and its contractors and subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 - 1861.
- c) Payroll Records. The Selected Proposer and its contractors and subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them

available for inspection. The Selected Proposer shall require its contractors and subcontractors to also comply with section 1776. The Selected Proposer and its contractors and subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. The Selected Proposer is responsible for ensuring its contractors and subcontractors submit certified payroll records to the City. The Selected Proposer, its contractors and subcontractor shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

- d) Apprentices. The Selected Proposer and its contractors and subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The Selected Proposer shall be held responsible for their compliance as well as the compliance of their contractors and subcontractors with sections 1777.5, 1777.6 and 1777.7.
- e) Working Hours. The Selected Proposer and its contractors and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- f) Required Provisions for Subcontracts. The Selected Proposer shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- g) Labor Code Section 1861 Certification. The Selected Proposer in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing the Lease, the Selected Proposer will certify that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Lease."
- h) Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will instruct the Selected Proposer to withhold contract payments to the Selected Proposer's contractor when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- i) Contractor and Subcontractor Registration Requirements. Certain work performed pursuant to the Lease is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Labor Code section 1725.5. In accordance with Labor Code section

1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 2103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

- i. The Selected Proposer’s inadvertent error in listing a contractor or subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to this RFP shall not be grounds for filing a protest or grounds for considering the proposal non-responsive provided that any of the following apply: (1) the contractor or subcontractor is registered prior to the Proposal Due Date; (2) within twenty-four hours after the Proposal Due Date, the contractor or subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the contractor or subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.
- ii. A contract entered into with any contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Selected Proposer, contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.
- iii. By submitting a proposal to the City, the Selected Proposer is certifying that he or she has verified that all contractor and subcontractors used on any public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Selected Proposer shall provide proof of contractor and subcontractor registration to the City upon request.

23. Highest Wage Rate Applies. Proposer is required to pay the highest applicable wage rate where more than one wage rate applies.

24. Performance and Payment Bond. The Selected Proposer shall provide to City, prior to commencement of any construction, a faithful performance bond in the amount of one hundred percent (100%) of the estimated design and construction costs of the work to be performed. The bond must be a corporate surety bond or other security satisfactory to City. The bond shall insure that the construction to be commenced by the Selected Proposer shall be completed in accordance with the plans approved by City or, at the option of City that the uncompleted construction shall be removed, and the Property restored to a condition satisfactory to City. The bond shall be held in trust by City for the purpose specified above, or at City’s option may be placed in an escrow approved by City. This requirement is not intended to be duplicative of a construction bond otherwise required of the Selected Proposer.

Prior to the commencement of any work on the Property, the Selected Proposer shall deliver to City a payment bond (materials and labor bond) in an amount not less than one hundred percent (100%) of the total amount payable under the contract(s) for construction on the Property to satisfy claims of material suppliers and of mechanics and laborers employed on the contract(s) for construction on the Property. The bond shall be provided in compliance with California Civil Code sections 9550–9566. The bond shall be executed by an admitted surety, consistent with California Code of Civil Procedure section 995.670 that is authorized by the State of California Department of Insurance to transact surety insurance in the State. The Selected Proposer shall maintain the bond in full force and effect until all improvements for the construction

on the Property are accepted by City and until all claims for materials and labor are paid and must otherwise comply with the Government Code. Should the bond become insufficient, the Selected Proposer shall renew, or cause the renewal of, the bond within ten (10) calendar days after receiving notice from City.

25. Improvements and Alterations. All improvements, demolition, or alterations to the Property shall be in accordance with plans and specifications approved in writing by the City in advance and shall be made at the sole cost and expense of the Selected Proposer.
26. Maintenance. All maintenance and repairs of the Property shall be the responsibility of the Selected Proposer throughout the entire term of the Lease without expense to the City. Maintenance and repairs shall include, but not be limited to, the structural components of the Property, interior wall supports, floor supports, building mechanical systems, roof, heating and air conditioning, plumbing, and electrical. The Selected Proposer shall maintain the Property and all improvements, fixtures, and installations thereon in a clean, safe and well-maintained condition throughout the term of the Lease, to the satisfaction of the City and in compliance with all applicable laws.
27. Ownership of Improvements. All improvements shall become the property of the City unless the City elects not to take ownership of any or all improvements upon termination or expiration of the Lease. If the City elects not to take ownership of any or all improvements, all improvements shall be removed from the Property at the termination or expiration of the Lease, at the Selected Proposer's sole cost and expense. If the City elects to retain the improvements, the Selected Proposer must remove all trade fixtures and personal property upon termination or expiration of the Lease without cost to the City or damage to the Property.
28. Hours of Operation. A regular schedule of days and hours of operation shall be established by the Selected Proposer to best serve the public. The schedule shall be subject to prior approval by the City.
29. Rate of Charges. All prices of merchandise, equipment, and services shall be comparable with the prices of like merchandise, equipment, and services offered in the San Diego County area. **If no other similar venues are found within San Diego County comparables from other geographic regions can be used to determine pricing.**

E. RESPONSIBILITIES OF PROPOSERS

1. Proposers are responsible for carefully examining this RFP and all documents incorporated into this RFP by reference before submitting a proposal. If Selected for award of the Lease the Selected Proposer shall be bound by same unless the City has accepted Proposer's exceptions, if any, in writing.
2. Each Proposer is responsible for making all investigations and examinations necessary for formulating proposals and operating the Property. Submission of a proposal will be considered evidence that Proposers have familiarized themselves with the nature and extent of the requirements and has made such investigations and examinations.
3. The Selected Proposer shall be responsible for obtaining all necessary approvals and

permits to the satisfaction of the City.

4. Proposers may withdraw their proposals at any time prior to the selection of a Proposer upon written notice to the City Contact.

F. PROPOSAL CONTENTS

All proposals must include, at a minimum, the information specified below. Failure to include this information shall be cause to deem the proposal non-responsive and result in its complete rejection. The inclusion of any additional information that will assist the City in the evaluation is encouraged. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation as stated in Section J. The proposal submitted must be complete and evaluation and selection of proposals shall be strictly based on the material contained in the proposals alone. Proposers are advised to submit thorough, complete proposals, since the City reserves the right to make a selection based solely on the information contained in submitted proposals.

Each proposal **MUST** include the following items:

1. Cover Sheet. Proposer shall submit with its proposal the signed Request for Proposal (RFP) Cover Sheet.
2. Summary of Experience. A resume or summary of each Proposer's direct experience, which should be a minimum of three (3) years in the past five (5) years, and qualifications to operate equestrian-type facilities and the operations presented in the proposal. The names and contact information from a minimum of three (3) references who can provide a referral of Proposer's experience in equestrian-type operations during the past five (5) years. For proposals with multiple Proposers, if a Proposer is not going to be involved in the day-to-day operations of the Property, then that Proposer must include qualifications and verification that all persons to be employed in management capacity at the Property are sufficiently qualified to satisfy the requirements of this RFP.
3. Financial Statements. Each Proposer must submit either: (a) financial statements for the preceding three (3) years that were audited or prepared by a certified public accountant; (b) tax returns for the preceding three (3) years; or (c) substantial justification as to why three (3) years of financial statements or tax returns cannot be provided. Each Proposer shall submit a full and detailed statement of their true financial condition as of January 1, 2020, or as recent as possible if that date is not available. The statement shall include the Proposer's assets, liabilities and net worth, including the availability of operation capital and its source. If the Proposer plans to use borrowed capital, then the amount of borrowed capital proposed for the improvements and operation of the Property, and its source and terms of repayment, must be included in the financial statement.
4. The Operating Plan. Proposer shall submit the Operating Plan, as set forth in Section C, above.
5. Proposed Term. Each Proposer shall confirm that Proposer understands the term of the Lease is for five (5) years with the opportunity to request two five (5) year extensions, which will be granted in the City's sole discretion.

6. Work Force Report. Each Proposer shall submit a completed Work Force Report. Copy of the Work Force Report is attached as Exhibit B.
7. Lessee's Questionnaire. Each Proposer shall submit a completed Lessee Questionnaire. Copy of Lessee Questionnaire is attached as Exhibit C.
8. Certification. By submission of a proposal, the Proposer certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local departments or agencies. Proposer shall submit with its proposal a completed Contractor Standards Pledge of Compliance. Copy of the Pledge of Compliance is attached as Exhibit D (Contractor Standards Pledge of Compliance).
9. Business Tax Certificate. Proposers shall submit with its proposal a copy of their business tax certificate, or a copy of their application receipt.

G. NONCONFORMING PROPOSALS

Proposers requesting deviations from the provisions of this RFP should specifically identify the requirements being deviated from and address the requested deviation in their proposals. The City is not obligated to accept any proposal, whether conforming or nonconforming.

H. PRE-PROPOSAL INSPECTION

To give Proposers an opportunity to view the Property, a pre-proposal inspection of the Property has been scheduled as set forth in the Request for Proposals (RFP) Cover Sheet. It is strongly suggested that all Proposers attend this inspection. Attendance is not mandatory. It is the sole responsibility of the Proposer to become familiar with the scope of the City's requirements prior to submitting a proposal.

I. PROPOSAL SUBMISSION

1. Due Date

- a) Proposals must be received at the address listed below no later than 5:00 p.m. as set forth in the Request for Proposals (RFP) Cover Sheet.
- b) Proposals received after that time will not be considered.

2. Place of Delivery

- a) All proposals should be delivered to:

City of San Diego
Real Estate Assets Department
1200 Third Avenue, Suite 1700
San Diego, CA 92101
Attn: Pierre Saladin, Supervising Property Agent

3. Faithful Performance Deposits. All proposals **MUST** include a cashier's check or certified check in the amount of Five Thousand Dollars (\$5,000) payable to **City Treasurer** as a faithful performance deposit to assure that if the proposal is Selected by the City, that the Proposer will enter in good faith into a lease agreement containing

substantially the same terms and conditions as set out in this RFP and in the Selected proposal. No personal checks will be accepted, and no interest will be paid on deposits.

4. Number of Copies. Proposers are required to submit their proposals as set forth in the Request for Proposals (RFP) Cover Sheet. All materials submitted by Proposers become the property of the City of San Diego and may not be returned.
5. Questions and Comments. Written questions and comments must be electronically mailed (e-mailed) to the City Contact no later than the date specified on the Request for Proposals (RFP) Cover Sheet. Only written communications relative to the RFP shall be considered. E-mail is the only acceptable method for submission of questions. It is incumbent upon Proposers to verify that the City has received their questions and/or comments. All responses to questions will be posted on the City's website at (<https://www.sandiego.gov/real-estate-assets/>) as an Addendum. The City will distribute questions and answers, without identification of the inquirer(s), to all Proposers who are on record as having received this RFP. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

J. PROPOSAL EVALUATION AND SELECTION

The City reserves the right to select the proposal that will provide the best value to the City given the requirements of this RFP. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals at any time, including any proposals that have been scored or been the subject of oral presentations and/or interviews. The City also reserves the right to waive minor irregularities or variations to the specifications stated herein and in the solicitation process provided that such a waiver does not provide an unfair competitive advantage to the Selected Proposer.

The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Proposers should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a Lease with the Selected Proposer based on the RFP and the Proposer's proposal or award the Lease without further negotiation.

The City reserves the right to inspect the Proposer's equipment and facilities to determine if the Proposer is capable of fulfilling the Lease. Inspection will include, but not limited to, survey of Proposer's physical assets and financial capability. Proposer, by signing the RFP and submitting a proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform pursuant to a Lease. Should the City conduct this inspection, the City reserves the right to disqualify a Proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform pursuant to the Lease.

Proposals shall be evaluated in a two-step process by an evaluation committee of qualified City staff, and if necessary other persons Selected by the City.

In Step One, the committee will evaluate all responsive proposals based upon the information, references and materials contained in the proposals as submitted. The committee will score and rank all responsive proposals based on the evaluation criteria indicated below.

If the score of the highest scoring proposal resulting from Step One is more than ten (10) points greater than the scores of the other proposals, and the committee is satisfied that the highest scoring proposal is sufficient for recommendation, the Proposer with the highest scoring proposal will negotiate the Lease with the City, which will then be recommended to the City Council for award. The Selected Proposer may be required to appear before the City Council and any of its committees to answer questions and for award of the Lease.

If one or more proposals score within ten (10) points of the highest scoring proposal, the process will proceed to Step Two. Only the Proposer with the highest scoring proposal and those Proposers scoring within ten (10) points or less of the highest scoring proposal (collectively the “finalists”) will be asked to participate in Step Two. In Step Two, the finalists will be required to provide an oral presentation and/or participate in an interview of key personnel by appearing before the evaluation committee or by conference telephone call. The purpose of the oral presentation/interview is to provide the committee with an opportunity to further evaluate the finalists’ proposals, which may include requesting clarification to the finalists’ proposals. The finalists are required to make the oral presentation/interview within seven (7) business days after request by the City. The committee may also inspect the finalists’ facilities and perform other due diligence as it may determine. The committee may then, at the committee’s sole discretion, add up to eleven (11) additional points to the score of any finalist.

If the committee is satisfied that the first-ranked proposal resulting from Step Two is sufficient for recommendation, the Proposer with the highest scoring proposal will negotiate the Lease with the City, which will then be recommended to the City Council for award. The Selected Proposer may be required to appear before the City Council and any of its committees to answer questions and for award of the Lease.

Selection of the proposal to be recommended to the City Council for award of the Lease will be based on the evaluation criteria listed below:

1. Responsiveness to RFP (Maximum 20 points):

The extent to which a proposal clearly addresses the elements of this RFP, including: quality, thoroughness of the proposal; responsiveness to the minimum requirements described in the RFP; quality and extent and understanding the needs, goals and objectives of the City while providing the highest and best use of the Property.

2. Operating Plan (Maximum 25 points):

The extent to which a Proposer clearly addresses the Operating Plan elements of this RFP, including, the quality and professionalism of the Proposer’s Operating Plan; responsiveness to the Operating Plan minimum requirements described in the RFP, including the proposed operation of the Property; understanding the needs, goals, and objectives of the City while providing the highest and best use of the Property, and ensuring continuity of operations at the Property. The overall attractiveness of the terms of the Proposer’s Operating Plan. The factors that will be considered include the services to be offered, the associated overall quality and the ability to continue the current uses of the Property.

3. Professional Experience and Qualifications (Maximum 25 points):

The extent to which a proposal demonstrates, among other things, the following: The

Proposer's direct experience and qualifications in successfully managing an operation of the type contemplated in this RFP. The Proposer should include verification that his/her employees are well qualified to conduct the business contemplated in this RFP and should describe in detail the Proposer's ability to implement the components of the proposal. The Proposer should have at a minimum three (3) years' direct experience in the past five (5) years conducting equestrian operations of similar scale.

4. Financial Capability (Maximum 20 points):

The extent to which a Proposer demonstrates, among other things, the following: the necessary financial capability and strength to successfully operate and restore the Property in accordance with the proposal and the Lease, including the possibility of obtaining bonding; ability to adequately staff the proposed operation on the Property; and possession of, or ability to obtain, additional financing to address unexpected or emergency circumstances at the Property.

5. Community/Public Service (Maximum 10 points):

The Proposal will be evaluated based on the Proposer's overall ability to best serve the needs of the public by providing the most benefits which are accessible to all community members and the general public.

Maximum Total Points: 100

6. Oral Presentation/Interview (Maximum 11 points)

If Step Two is initiated, points will be awarded to the extent to which a Proposer demonstrates, among other things, the following: ability to communicate information that is concise, easy to understand and relevant to the goals of this solicitation.

K. ANNOUNCEMENT OF INTENT TO AWARD

1. Intent to Award Lease. The City will inform all proposers of its intent to award a Lease, subject to negotiation and approval by City Council, in writing.
2. Obtaining Proposal Results. No proposal results can be obtained until the City announces the proposal best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the Request for Proposals (RFP) Cover Sheet or (2) visiting the READ e-procurement system to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number set forth in the Request for Proposals (RFP) Cover Sheet. Proposal results will not be released over the phone.

L. ADDITIONAL INFORMATION FROM PROPOSERS

The City reserves the right to request information from Proposers to clarify information pursuant to this RFP.

M. INCURRED COSTS

Each Proposer is solely and fully responsible for any and all costs associated with submitting a response to this RFP. The City will not be responsible for any costs incurred by Proposers in the preparation and submission of proposals.

N. CONTACT WITH CITY STAFF

Unless otherwise authorized herein, Proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff (who are directly involved with this RFP) or evaluation committee members about this RFP from the date this RFP is issued until final passage of the City Council approval of the Lease to the Selected Proposer.

O. ADDENDA

The City may issue addenda to this RFP as necessary. All addenda are incorporated into the RFP. The Proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

P. PUBLIC RECORDS

All proposals, and all contents thereof, received shall be considered confidential until the City's Real Estate Assets Department recommends a proposal to the City Council. By signing this RFP and submitting a proposal, the Proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the Proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the Proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the Proposer must provide a specific and detailed legal basis, including applicable case law, which clearly establishes the requested information is exempt from the disclosure under the CPRA. If the Proposer does not provide a specific and detailed legal basis for requesting the City to withhold Proposer's confidential or proprietary information at the time of proposal submittal, the City will release the information as required by the CPRA and Proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the Proposer's obligation to defend, at Proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the Proposer's request. Furthermore, the Proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at Proposer's request. Nothing in the Lease resulting from the proposal creates any obligation on the part of the City to notify the Proposer or obtain the Proposer's approval or consent before releasing information subject to disclosure under the CPRA.

Q. CITY'S RIGHT TO REJECT ALL PROPOSALS

The City reserves the right to reject all offers and proposals regarding this RFP and the Property, including those submitted by Proposers who have outstanding debt with the City. The City reserves the right to determine which proposal it deems in the best interest of the City to accept. The City also reserves the right to waive any informality not material to cost or performance in any proposal provided that any such waiver is deemed to be inconsequential and does not provide an unfair competitive advantage to any Proposer.

R. QUALIFICATION OF PROPOSAL

This is not a bid solicitation and the City is not obligated to accept any proposal or to negotiate with any Proposer. The City Council reserves the right to reject any Lease presented as a result of a Proposal without cause or liability. All transactions discussed, referenced, or implied herein are subject to final approval by the City Council.

S. NON-DISCRIMINATION NOTICE

It is the policy of the City not to discriminate against the disabled in employment or provision of services. The information contained in this RFP will be made available in alternative formats to disabled persons upon request. It is the policy of the City to encourage equal opportunity in its contracts and leases. The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, gender expression, gender identity, sexual orientation, disability, medical condition, or place of birth.

T. COMPLIANCE WITH CITY'S EQUAL OPPORTUNITY CONTRACTING PROGRAM

Proposer understands that failure to comply with the following requirements and/or submitting false information in response to these requirements may result in rejection of the proposal by the City and debarment of the Proposer from participating in City contracts for a period of not less than one (1) year:

1. Equal Opportunity Contracting. Proposer acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. Proposer and all of its subcontractors are individually responsible to abide by its contents.

Proposer shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Proposer will not discriminate against any employee or applicant for employment on any basis prohibited by law.

Proposer shall insert the foregoing provisions in all contracts and subcontracts for any work covered by the proposal so that such provisions will be binding upon each contractor and subcontractor. Proposer agrees that compliance with Equal Employment Opportunity (EEO) provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program staff.

Proposer shall submit a current Work Force Report or a current EEO Plan, as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that Proposer will take to achieve the City's commitment to equal employment opportunities. Copy of Work Force Report is attached as **Exhibit B**.

2. Equal Benefits. Proposer shall comply with San Diego Municipal Code sections 22.4301- 22.4308, which require lessees of CITY-owned property to offer the same

employment benefits to employees with spouses and employees with domestic partners. Proposer shall certify that it will maintain such equal benefits throughout the term of the Lease.

3. Local Business and Employment. Proposer acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms in all City contracts. Proposer shall, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with the proposal from local residents and firms as opportunities occur. Proposer shall hire qualified local residents and firms whenever feasible.

U. RETURN OF FAITHFUL PERFORMANCE DEPOSIT

All good faith deposits will be returned to unsuccessful Proposers within thirty days of final passage of City Council approval of the Lease to the Selected Proposer. For the Selected Proposer, the deposit will be applied to the Lease deposit upon completion of negotiations and execution of the Lease between the Selected Proposer and the City. Should the Selected Proposer unilaterally withdraw from negotiations after selection, the entire deposit of the Selected Proposer will be forfeited to the City.

V. PROTESTS

The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures shall apply to this RFP and provide unsuccessful Proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

W. ASBESTOS DISCLOSURE

Portions of certain structures on the Property may contain asbestos. By virtue of its submission of a proposal, Proposer acknowledges having received notice from City of the presence of such asbestos in accordance with Health and Safety Code Section 25915. Proposer shall indemnify and hold City harmless from any loss or claim which may result from existence of asbestos on the Property.

X. REAL ESTATE BROKER'S COMMISSION

The City will not pay a brokerage commission in this RFP.

Y. SCHEDULE OF EXHIBITS

Exhibit A: Premises

Exhibit B: Work Force Report

Exhibit C: Lessee's Questionnaire

Exhibit D: Contractor Standards Pledge of Compliance

Exhibit E: Rules and Regulations for Trail Riders Protective Headgear Requirements

The foregoing forms listed as Exhibits B, C and D are required to be completed and submitted with the proposal. Failure to submit any of the forms listed as Exhibits B, C and D will result in the City deeming the proposal incomplete and non-responsive.

[illegible]

Exhibit B: Work Force Report
[To follow behind this page]

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

Name of Company CEO: _____

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: () _____ Fax Number: _____ Email: _____

- ☐ One San Diego County (or Most Local County) Work Force – Mandatory
☐ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of _____

(Firm Name)

_____, _____ hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this _____ day of _____, 20.____

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories–Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

Exhibit C: Lessees Questionnaire
[To follow behind this page]

CITY OF SAN DIEGO

LESSEE'S AND SUBLESSEE'S QUESTIONNAIRE FOR ALL LEASES, ASSIGNMENTS AND SUBLEASES

Before the City of San Diego will process requests to (Sub)Lease, all information requested in this Questionnaire must be completed by the proposed (Sub)Lessee. Even though a proposed Sublessee may complete the Questionnaire, the Questionnaire must be delivered or mailed to the City with a cover letter signed by the City Lessee or proposed Lessee. **THE CITY WILL NOT ACCEPT THE QUESTIONNAIRE, DOCUMENTS, OR OTHER INFORMATION DIRECTLY FROM A SUBLESSEE.**

All information furnished in this Questionnaire must be complete and accurate. Omissions, inaccuracies, or misstatements may cause the rejection and/or subsequent revocation of the City's Lease, consent to Sublease, or consent to Assignment of (Sub)Lease.

In submitting this Questionnaire, the proposed (Sub)Lessee completing the Questionnaire authorizes the City to make any inquiry or investigation it believes necessary to substantiate or supplement the information furnished in the Questionnaire, and authorizes others to release such information to the City.

Exact name of existing Lessee (always complete):

Exact name of proposed Lessee (complete only if applicable):

Exact name of existing Sublessee (complete only if applicable):

Exact name of proposed Sublessee (complete only if applicable):

Date this Questionnaire completed: _____, _____.

The information furnished in and with this Questionnaire is true, complete, and correct to the best of my knowledge.

Signature: _____

Title: _____

Thank you for taking the time to complete the Questionnaire. Lessees may contact Real Estate if they have any questions. Please return the completed Questionnaire, with any additional information or documents to:

REAL ESTATE ASSETS DEPARTMENT
1200 THIRD AVENUE STE. 1700
SAN DIEGO, CA 92101
TEL.: (619) 236-6020 FAX: (619) 236-6706

This Questionnaire contains 15 pages.

PROPOSED (SUB)LESSEE

1. Name of proposed (Sub)Lessee exactly as it will appear on the actual tenancy document:

2. Mailing Address of proposed (Sub)Lessee for purposes of notice or other communication relating to the proposed tenancy:

Telephone No.: _____ Fax. No.: _____
E-mail Address: _____

3. Billing Address (***only if different from Mailing Address***):

Telephone No.: _____ Fax. No.: _____

4. Proposed (Sub)Lessee intends to operate as a:

Sole Proprietorship (); Partnership (); Corporation ();
Limited Liability Company (); Other _____

Explain if necessary:

5. Effective date of assignment (complete only if applicable): _____

PARTNERSHIP STATEMENT

If proposed (Sub)Lessee is a partnership, please answer the following:

1. Date of Organization: _____
2. General Partnership ()
Limited Partnership ()
Other () Explain _____

3. Statement of Partnership recorded: Yes () No ()

Date	Book	Page	County

4. Has the partnership conducted business in San Diego County?
Yes () No () If so, when? _____
If so, where? _____
5. Name, address, and partnership share of each general and limited partner. If a general partner is another partnership, a corporation, or a limited liability company (LLC), please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). If a limited partner holding a 10% or greater interest is another partnership, a corporation, or an LLC, pages 3; or 4 and 5; or 6 must also be completed for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

General/Limited	Name	Address	Share %

6. Attach a complete copy of the Partnership Agreement. If a Partnership Agreement has been previously submitted, a new Partnership Agreement need be submitted only if the Partnership Agreement on file with the City is no longer current.

CORPORATION STATEMENT

If proposed (Sub)Lessee is a corporation, please answer the following:

1. Type of corporation: C () Subchapter S ()
2. When incorporated? _____
3. Where incorporated? _____
4. Is the corporation authorized to do business in California? Yes () No ()
If so, as of what date? _____
5. The corporation is held:
a. Publicly () Privately ()
b. If publicly held, how and where is the stock traded?

- | | | | |
|-------------------------------------|-------------------|---------------|--------------------|
| 6. Please list the following: | <u>Authorized</u> | <u>Issued</u> | <u>Outstanding</u> |
| a. Number of voting shares: | _____ | _____ | _____ |
| b. Number of nonvoting shares: | _____ | _____ | _____ |
| c. Number of shareholders: | | | _____ |
| d. Value per share of Common Stock: | | Par | \$ _____ |
| | | Book | \$ _____ |
| | | Market | \$ _____ |

7. Please furnish the name, title, address, and the number of voting and nonvoting shares of stock owned by each officer and, in addition, the same information for each stockholder owning more than 10% of any class of stock.

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____

Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____

Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____

Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____

(Additional page(s) may be added if needed to complete list of stockholders [type proposed (Sub)Lessee name (from page 2) on the top of each page].)

Any partnership, corporation, or LLC owning more than a 10% ownership interest must also complete separate pages 3; or 4 and 5; or 6, as appropriate for each entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). Also, furnish the financial data for such partnership, corporation, or LLC, as required on page 7. If there is an ownership chain of additional partnerships, corporations, or LLCs, the above requirements extend to each such entity having either: (1) a 10% or greater direct, indirect, beneficial ownership, or membership interest in the proposed (Sub)Lessee; or (2) effective control of the proposed (Sub)Lessee, regardless of the percentage of ownership or membership interest.

LIMITED LIABILITY COMPANY STATEMENT

If the proposed (Sub)Lessee is an LLC, please answer the following:

1. Date of Organization: _____
2. Where Organized: _____
3. Is the Company authorized to do business in California?
 - a. Yes () No ()
 - b. If so, as of what date? _____
4. Has the Company conducted business in San Diego County?
 - a. Yes () No ()
 - b. If so, when? _____
 - c. If so, where? _____
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

Manager/Officer/ Member	Name	Address	Share %

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement need be submitted only if the Operating Agreement on file with the City is no longer current.

FINANCIAL AND OTHER BACKGROUND INFORMATION

FINANCIAL STATEMENT

(Sub)Lessee, general partners of (Sub)Lessee, owner-corporations of (Sub)Lessee, members of (Sub)Lessee owning more than a 10% membership interest, and any person or business entity guaranteeing the performance of (Sub)Lessee **must attach a complete report, prepared in accordance with good accounting practice, reflecting current financial condition.** The report **must** include a balance sheet **and** annual income statement. The person or entity covered by the report must be prepared to substantiate all information provided.

OTHER INFORMATION

Each (Sub)Lessee, each general partner of (Sub)Lessee, each owner-corporation of (Sub)Lessee, each member of (Sub)Lessee owning more than a 10% membership interest, any person or business entity guaranteeing the performance of (Sub)Lessee, any person or entity owning more than a 10% interest of (Sub)Lessee, and any guarantor of (Sub)Lessee must answer the following questions:

1. **Surety Information** - Has a surety or bonding company ever been required to perform on the default of any of the individuals or entities?
 - a. Yes () No ()
 - b. If yes, please attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.
2. **Bankruptcy Information** - Have any of the individuals or entities ever been adjudicated bankrupt or are any presently a debtor in a pending bankruptcy action?
 - a. Yes () No ()
 - b. If yes, please give dates, court jurisdiction, and amount of liabilities and assets.
3. **Pending Litigation** - Are any of the individuals or entities presently a party to ANY pending litigation?
 - a. Yes () No ()
 - b. If yes, please provide detailed information for each action.
4. **Claims, Liens, or Judgments** - Are any of the individuals or entities now subject to any outstanding claims, liens, or judgments?
 - a. Yes () No ()
 - b. If yes, please provide detailed information for each claim, lien, or judgment.

REFERENCES FOR PROPOSED (SUB)LESSEE

Please list four persons or firms with whom you have conducted business transactions during the past three years. Two of the references must have knowledge of your debt payment history, with at least one being a financial institution. Two of the references must have knowledge of your business experience.

REFERENCE NO. 1

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 2

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 4

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE

PLEASE NOTE: All partners, both general and limited; all stockholders owning more than 10% of any class of stock of corporations; all members of a limited liability company; and sole proprietors requesting to (sub)lease, must each complete this page before the tenancy request can be processed. (You may reproduce and use copies of this page, if necessary.)

The following personal information is required to initiate a credit investigation. The business and personal reputation of principals, partners, and members will be considered in qualifying Lessees or in consenting to Sublessees.

First, Middle, & Last Name	_____
Date of Birth	_____
Place of Birth	_____
Social Security Number	_____
Driver's License Number/State	_____
Home Address	_____

Previous Address	_____

Home Telephone No.	_____
Employer	_____
Occupation	_____
Business Address	_____
Business Telephone No.	_____
Business Fax No.	_____

The City is hereby authorized to request a credit report and other information covering my financial and business history.

Date _____ Signed _____

Print or type exact name of proposed (Sub)Lessee from page 2 of Questionnaire:

METHOD OF OPERATION

Please describe your proposed business operation on the property to be (Sub)Leased. Discuss any optional services and uses which you propose to provide.

**PROPOSED METHOD OF FINANCING
DEVELOPMENT OR LEASEHOLD PURCHASE**

Describe the method of financing for the Leasehold purchase or any new or additional development on tidelands in excess of \$100,000. Include a schedule of approximate dates when construction of each significant improvement is expected to be commenced and completed.

ESTIMATE OF GROSS RECEIPTS

If this Questionnaire is being completed by a prospective Lessee, please show the best estimate of the average annual gross sales for each significant use or service, and for each significant optional use or service which the Lessee and its Sublessees (if any) plan to conduct on or from the property. (If the Questionnaire is being completed by a Sublessee, only the estimate of the Sublessee's gross sales is required.) This data will be used by the City to analyze the proposed Lease or Sublease Consent application. The time periods shown should not be assumed to necessarily represent the term of a (Sub)Lease that may be granted or consented to by the City.

Average annual gross sales for each proposed significant use during each of the first five operating years:

Year of Operation	Uses (Identify Each Use)				
1	\$	\$	\$	\$	\$
2					
3					
4					
5					

EXPERIENCE STATEMENT

Please describe in detail the duration and extent of your business experience, with special emphasis upon experience with the type of business which you propose to conduct on City property. Also state in detail the pertinent experience of the persons who will be directly involved in development and management of the business.

**TERMS AND CONDITIONS OF PURCHASE, SALE,
OR TRANSFER OF (SUB)LEASEHOLD INTEREST**

(NOTE: Complete this page only if the transaction involves a Lease transfer, or the transfer of a Sublease having a remaining term of more than five years.)

Please summarize the terms and conditions of the purchase, sale, or transfer of (Sub)Leasehold interest(s) which requires City consent, as specified in the Assignment-Sublease provisions of the City Lease. Please attach copies of the applicable sales agreement(s), escrow instructions, assignment agreement(s), or other documents in conjunction with the sale, purchase, or transfer of the (Sub)Leasehold interest(s).

Exhibit D: Contractor Standard Pledge of Compliance
[To follow behind this page]

**LIVING WAGE ORDINANCE
CERTIFICATION OF COMPLIANCE**
REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name:

Company Address:

Company Contact Name:

Contact Phone:

CONTRACT INFORMATION

Contract Number (if no number, state location):

Start Date:

Contract Title (or description):

End Date:

Purpose/Service Provided:

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO;
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment;
- (h) Perform at least fifty percent (50%) of the work with its own employees; and
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Name of Signatory

Title of Signatory

Signature

Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt:

LWO Analyst:

Contract Number:

LWP-001 (07/01/2017)

EXHIBIT "E": RULES AND REGULATIONS FOR TRAIL RIDERS
PROTECTIVE HEADGEAR REQUIREMENTS

It is recommended that Trail Guides wear SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Riding Helmets during all trail rides.

1. **Minor Age Riders.** The LESSEE must require all minor age (17 years of age and younger), able-bodied riders to wear SEI CERTIFIED ASTM STANDARD F 1163 protective headgear. If the parents or legal guardian choose not to have their child wear protective headgear, they must sign a helmet refusal form, as approved by CITY in advance, stating that ASTM/SEI protective headgear was offered to their child and that not wearing protective headgear increases the risk of serious injury and/or death to their child during horseback riding activities. A minor cannot sign such a statement for himself or herself, but their parent or legal guardian must sign it.

The LESSEE must provide helmets for these riders, maintaining an adequate supply in various sizes. However, a rider may provide his or her own ASTM/SEI Equestrian helmet. The helmets must be placed in a highly visible area where riders can see them. The rider must keep the helmet on his or her head with harness fastened securely prior to mounting, throughout the ride, and until after dismounting.

2. **Adult Riders.** The LESSEE must inform all adult (18 years of age and older) riders that SEI CERTIFIED ASTM STANDARD F 1163 protective headgear may protect them from serious head injuries and even death during riding activities. This must be done in writing through the LESSEE's release agreement, as approved by CITY in advance, and also verbally prior to the riding activity. A rider may provide his or her own ASTM/SEI Equestrian helmet. However, the LESSEE must offer a LESSEE-owned helmet to the rider if they are not providing their own. The LESSEE must maintain an adequate supply of ASTM/SEI helmets in various sizes. The helmets must be placed in a highly visible area where riders can see them. A rider choosing to wear a helmet must keep the helmet on his or her head with harness fastened securely prior to mounting, throughout the ride, and until after dismounting. If the adult rider decides not to wear the protective headgear, they must sign a helmet refusal form stating that ASTM/SEI protective headgear was offered to them and that not wearing protective headgear increases the risk of serious injury and/or death during horseback riding activities.
3. **Disabled Riders.** It may not be appropriate or safe for some disabled riders to wear protective headgear. Follow the directions of your disabled and therapeutic riding certification organization and the directions of the medical professional who oversees the health care of the disabled rider.
4. **Helmet manufacturer's Care Instructions and Helmet Life Span Projection.** The helmet manufacturer's care instructions and helmet life span projection shall be reviewed and adhered to by LESSEE. The LESSEE-owned ASTM/SEI helmet labeling must state that the helmet was manufactured within the previous five-year period, as the life span of the ASTM/SEI helmet is five years and no helmet may be used after it is five years old. If

any operator-owned helmet receives a blow, it must be replaced and taken out of service immediately. Clean and disinfect helmets after each wearing, using a product that complies with the manufacturer's requirement so that the condition of the helmet is not compromised.

5. **Establishing LESSEE's Protective Headgear Policy.** LESSEE or LESSEE's Equestrian service providers may establish their own policies and standards concerning the wearing of protective headgear, however, the standards must meet or exceed these standards and the mandatory standards as stated in 2016 Standard for Protective Headgear for use Horseback Riding at: <http://www.smf.org/standards/E/E2016/E2016.pdf>.

PUBLIC RIDE PROCEDURE

6. **Release and Warning Agreements.** The use of CITY approved release and warning agreements are required.
7. **Two-Way Radios or Cell Phones.** Two-way radios or cell phones must be carried by a guide on each ride. This equipment must be functional for the distance the group travels from the base operation, and an effective part of the LESSEE's emergency procedure plan. All staff members must be trained in the use of this equipment as part of LESSEE's emergency procedure plan.
8. **Beginner Riders Require Special Attention.** Beginner riders require special attention and supervision, regarding their placement in the trail line, the type of horse and equipment they are assigned to use, and gaits at which they will be allowed to ride.
9. **Children Under Age Seven.** Children under the age of seven shall not be allowed to ride on trial rides.
10. **A Rider's Size.** A rider's size must correlate with the size of horse chosen, both with regard to height and weight. A general guideline is that a rider shall weigh no more than 20% of the weight of the mount, as recommended by US Certified Horsemanship Association should apply.
11. **Obviously Intoxicated People.** Obviously intoxicated people must not be allowed to ride or come near horses under any circumstances.
12. **Riding Double.** Two riders on one mount shall not be allowed under any circumstances.
13. **Pre-Ride Inspection.** Commercial horse ride operators must provide at least 10 to 15 minutes of pre-ride instruction either by video presentation and/or by uniform, standardized presentation of trail guide or management personnel of the LESSEE, through lecture and demonstration. The presentation shall include the following outline of topics:
 - a. Trail guide/drag riders name or names;
 - b. Introduction To Horseback Riding at Rancho Penasquitos Canyon;

- c. Verbal warning that LESSEE advises pregnant women not to ride horses unless permission is given under advice of her physician or a waiver is signed prior to a ride.
- d. Nature of riding horses for guests.
- e. Description of:
 - 1. Trails on which riders will go [length; flat, gently rolling hills, moderately steep or steep hills, mountainous, rigged wilderness, etc.];
 - 2. Terrain [rocky, grassy, dirt, clay, sand, etc.];
 - 3. Obstacles over or across which horses will go [Note all obstacles, streams with water depth stated at deepest part, logs, public road, etc.]; and
 - 4. Current trail condition caused by weather.
- f. Offering of SEI Certified ASTM Standard F 1163 Protective Head Gear.
- g. Basic Riding Skills
 - 1. Mounting the horse;
 - 2. Body, arm, leg, and foot position in stirrups while riding;
 - 3. Holding the reins [finger position; hand low and over saddle pommel, use of neck rein and direct rein];
 - 4. How to stop and slow down a horse by checking [tugging or pulling reins back and releasing pressure]. (It is best to put a hand on the rider's hand and demonstrate the feel of how hard to pull the reins and when to release pressure);
 - 5. How to turn a horse to left and right;
 - 6. How to cue a horse to move forward at a walk;
 - 7. How to dismount, hold and lead a horse from the ground;
 - 8. Emergency stopping techniques [pulley rein and direct rein into a smaller circle];
 - 9. How to be aware of saddle girth looseness; and
 - 10. Test rider's ability to stop and turn the horse.

h. Trail Ride Rules [For Safety of All]

1. Ride single file at all times – do not pass the horse ahead of you;
 2. One horse length between;
 3. No carry-on objects;
 4. No screaming, yelling or making loud, sharp noises;
 5. No holding horses back, but to stay with the group;
 6. No going faster than the group, no running toward; and
 7. No slapping, hard kicking of horses, jerking on reins, or any abuse of horses.
14. **Mounting Assistance and Stirrup Adjustment.** LESSEE personnel shall assist all guest riders in mounting. Horse shall be led away from hitching post and other horses when checking saddles and mounting rider. (The use of a mounting block is suggested.) Saddle girth tightness shall be checked by LESSEE personnel just prior to mounting and tightened as needed. LESSEE personnel shall hold mount at the head and brace each saddle with a hand as the rider mounts to deter sore backs from developing in the horses. Stirrups shall then be adjusted for the rider's leg length. Final individual instruction must be given and the rider asked if they are ready to ride.
15. **Carry-On Objects.** Riders shall not be allowed to carry or wear objects on a ride which may drop, bounce, flap, blow-away, make noises or otherwise possibly frighten a horse, such as hats not securely tied under the chin, toys, purses, cameras, extra unworn clothing not tied securely to person or saddle, cell phones, etc. Riders shall be advised not to put on or take off clothing while the trail group is moving.
16. **Guest Rider Record Keeping.** Complete records must be maintained on file concerning guest riders for a minimum of 5 years beyond the Term of the Agreement. Besides original release agreements, registration lists must be maintained which include the names of all guest riders in a riding group, names of horses assigned to each, the date and time of the ride, the trail guides/drag riders and LESSEE personnel on duty.

PERSONNEL MANAGEMENT

17. **Workers' Compensation and Labor Laws.** If LESSEE employs part-time or full-time employees, contract labor workers, exchange labor, or volunteers working on its behalf, LESSEE shall be in compliance with the current Workers' Compensation and Labor laws of California.
18. **Employee Background Check.** LESSEE shall employ the most reputable counselors, instructors, and personnel. Employment applications, employee health records,

references, and training certification papers, shall be carefully screened in advance of hiring.

19. **Employee Records.** All employee records shall be kept on file for five years beyond the Term of the Agreement. Employment applications should be completed by each employee and references provided to employer. Employers shall fully check all references prior to hiring. Next-of-kin names, addresses, phone numbers, and forwarding addresses must be on file.

20. **Trail Guides and Drag Riders**

- a. All Trail Guides MUST be at least 18 years old
- b. When one Trail Guide is used for 4 riders or less he or she must ride at the front of the group.
- c. One senior Trail Guide must accompany each ride. The Drag Rider is defined as a Trail Guide who rides at the rear of the trail group and they shall always be the most experienced senior Trail Guide of the attending Trail Guide crew.
- d. Trail Guides must be trained, skilled and seasoned horsemen, and the employees, owners, and official representatives of LESSEE- NOT GUEST RIDERS.
- e. Trail Guides must speak fluent English and have no less than average communication skills.
- f. Trail Guides must have reputable, responsible, authoritative personality traits, which will encourage both adult and child guest riders to follow their instruction.
- g. Trail Guides must be thoroughly trained in LESSEE procedures, public relations, emergency and safety procedures, and basic first aid, should a rider become injured.
- h. Trail Guides must never be verbally or physically abusive to people or horses or use obscene language. They should never correct or reprimand horses while the public looks on. They should be carefully trained about what they may or may not tell guests.
- i. Trail Guides must never use or be under the influence of alcohol or drugs while on the job.
- j. Trail Guides shall provide clear signals to riders for changes of gait and other instructions as would be expected of a leader.
- k. Drag Riders shall watch over all riders from the last position in the trail string so as to notice riders having problems with a horse, their riding skills, or attempting to ride in an unsafe or unruly manner.

- l. The trail guest group must never be left alone without a Trail Guide, except in an emergency with 8 or less riders, at which time horses shall first be tied and secured well away from the guests. (Drag Riders for all trail groups of 8 or less are strongly recommended.)
21. **Trail Guide/Employee Apparel.** Suitable apparel is required for personnel working around horses, to include smooth, full soled boots or shoes that cover the ankle [with at least one-inch heels when riding], and ankle length, flexible or moderately loose fitting pants. (The use of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Ridding Helmet is highly recommended and the LESSEE must at least recommend that all persons working around horses wear them consistently. It is recommended that staff members wear uniform clothing, i.e., same colored shirts or jackets. This assists both staff and customers in identification.)
22. **Basic First Aid.** Basic first aid procedure shall be taught to all trail guides by a certified first aid teacher. In the event of an accident, personnel must be able to recognize signs of serious injury and know what to do while waiting for official medical assistance. Basic first aid kits must be kept close at hand, accessible to adults, and personnel must know where the kits are located. Kits must be fully supplied and contain disposable surgical masks, a good supply of disposable gloves, disposable mouthpieces, and proper medical waste disposal equipment.
23. **Risk Reduction Meeting and Safety Drills.** Have staff risk reduction meetings at least once per month. Read and review rules and all applicable Risk Reduction Programs with staff. Drill employees on emergency procedures by setting up mock emergencies, so they will be able to competently handle a similar real emergency. Staff shall include, but not be limited to, employees, instructors, trainers, volunteers and/or anyone working on behalf of the LESSEE. Document these meeting and retain documentation on file.

POSTING SIGNS

24. **Emergency Phone Numbers.** Emergency phone numbers must be posted for police, veterinarians, fire department and hospital beside all phones.
25. **LESSEE Rules.** LESSEE rules must be prominently posted around the Premises.
26. **“Ride At Own Risk” Signs.** Signs stating “Ride at Your Own Risk” must be prominently posted in public high traffic areas of the Premises.
27. **“Child Supervision” Signs.** Signs stating “Child Supervision Required” must be prominently posted.
28. **Signs Required by State and Federal Law.** Any and all signs required by local, state and federal laws, rules and regulations must be prominently posted.

OTHER RULES AND REGULATIONS

29. LESSEE shall be responsible for weekly manure removal and proper disposal from the Premises to the turnaround point for the rental rides located just west of the Penasquitos Preserve Creek crossing.
30. LESSEE shall post on the Premises the hours of operation of guided trail rides in plain view.
31. LESSEE shall be limited to thirty-five (35) rental horses on the Premises at any one time.
32. Hay rides and trail rides may be allowed into the Park after sunset if LESSEE delivers, by hand or provides an application no less than 48 hours in advance to CITY. LESSEE shall not assume an application is approved and shall not conduct the requested activity unless prior written approval is specifically provided by CITY. Such approval is subject to the nomination of an acceptable point-of-contact as ride organizer.
33. LESSEE is responsible at all times to maintain the trail ride operation in a safe, clean and orderly manner. Because the Premises is historic in nature, no non-operational, non-registered or non-related vehicles are to be stored on the Premises. No improvements or additions of any kind are to be installed on the Premises without CITY authorization; any unauthorized improvements are to be removed within 24 hours' notice thereof by CITY.
34. LESSEE, as part of regular property maintenance, shall water roads and paths on the Premises to prevent dusty conditions.
35. Trail rides shall be limited to ten (10) rental horses per string. Each string shall have radio contact with each other and be separated by no less than 200 yards, unless going in opposite directions.
36. There shall be no more than three hundred (300) rental horse rides in the Park per week.
37. During the months of November through March (rainy period) trail rides on the singles track shall be limited to four (4) rental horses per string. The rainy period can be lengthened or shortened by authorization from the CITY.
38. There shall be no wagon/hay rides on the trails outside of the Premises.
39. There shall be no more than two (2) wagon/hay rides in the Preserve at one time and each ride shall have radio contact with each other and be separated by no less than 200 yards, unless going in the opposite direction.
40. There shall be no more than nine (9) wagon/hay rides in the Park per day.

41. No one person shall board more than four (4) horses on the Premises at one time. This provision shall not apply to rental horses and riding instructors.
42. LESSEE shall not board more than one hundred (100) horses on the Premises at any one time.