Appendix H: Public Participation Related to 6th Cycle Housing Element Update and Program Implementation

Table A: List of Public Hearings Related to 6th Cycle Housing Element and Program Implementation

Agenda Item Title	Meeting Date	Link to Staff Report	Link to Minutes	Link to Red Dot Correspondence
Planning Commission Review of Summary of Findings in 6th Cycle Housing Element Draft Program EIR	July 14, 2020	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_07142020-2500 (ITEM 2)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_07142020-2494	None.
Planning Commission Recommendation of PEIR for NC/PC Zoning Amendments	August 11, 2020	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_08112020-2519	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_08112020-2517	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_08112020-2520
City Council Review of NC/PC General Plan, Zoning Code, and Local Coastal Program Amendments	September 8, 2020	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_09082020-2549 (ITEM 11)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_09082020-2548	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_09082020-2551 (PAGES 11-95 RELATE TO THIS ITEM)
Planning Commission Review of 6th Cycle Housing Element (GPA20-003) and Recommendation of Program EIR	September 15, 2020	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_09152020-2559	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_09152020-2550	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_09152020-2560
City Council – 6th Cycle Program EIR and Draft Housing Element Update (GPA20-003)	October 5, 2020	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_10052020-2575 (ITEM 7)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_10052020-2574	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_10052020-2577 (PAGES 2-135 RELATE TO THIS ITEM)
City Council – Ordinance to Amend NC Zone and Local Coastal Program; and Review of Community Plan Amendment for North Commercial Land Use Designation	October 5, 2020	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_10052020-2575 (ITEM 8)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_10052020-2574	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_10052020-2577 (PAGES 136-219 RELATE TO THIS ITEM)
City Council Second Reading of Ordinance to Amend NC Zone and Local Coastal Program	October 19, 2020	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_10192020-2590 (ITEM 7)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_10192020-2589	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_10192020-2593

				(PAGES 6-7 RELATE TO THIS ITEM)
City Council 6th Cycle Housing Element Informational Discussion	December 14, 2020	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_12142020-2633 (ITEM 2)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_12142020-2632	None.
Planning Commission Recommendation on Housing Element Implementation Overlay Zone and Implementation of Programs 2E and 2G in NC Zone	January 12, 2021	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_01122021-2643 (ITEM 2)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_01122021-2641	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_01122021-2647 (PAGES 55-61 RELATE TO THIS ITEM)
City Council Acceptance of HCD Comments on Draft 6th Cycle Housing Element	January 19, 2021	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_01192021-2655 (ITEM 1)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_01192021-2654	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_01192021-2658 (PAGES 1-15 RELATE TO THIS ITEM)
City Council Adoption of Resolution and Introduction of Ordinances for Implementation of 5th Cycle Housing Element Programs 2E and 2G	February 16, 2021	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_02162021-2681 (ITEM 5)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_02162021-2680	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_02162021-2684 (PAGES 2-20 RELATE TO THIS ITEM)
City Council Direction to Complete the 6th Cycle Housing Element Update	February 16, 2021	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_02162021-2681 (ITEM 8)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_02162021-2680	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_02162021-2684 (PAGES 29-78 RELATE TO THIS ITEM)
Planning Commission Recommendation on Housing Element Implementation Overlay Zone and Implementation of Programs 2E and 2G in NC Zone	March 9, 2021	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03092021-2702 (ITEM 1)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_03092021-2695	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03092021-2703
Planning Commission Recommendation on 6th Cycle Housing Element Update (GPA20-003)	March 9, 2021	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03092021-2702 (ITEM 2)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_03092021-2695	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03092021-2703

City Council Adoption of a Resolution for 5th Cycle Housing Element Program 2E Community Plan Amendment to North Commercial Land Use Designation	March 15, 2021	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03152021-2706 (ITEM 10)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_03152021-2705	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03152021-2709 (PAGES 3-5 RELATE TO THIS ITEM)
City Council Introduction of Ordinances to Establish the Housing Element Implementation Overlay Zone and Implement 5th Cycle Housing Element Program 2G	March 25, 2021	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03252021-2713 (ITEM 1)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_03252021-2712	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03252021-2716 (PAGES 2-25 RELATE TO THIS ITEM)
City Council Adoption of General Plan Amendment (GPA20-003) to Adopt 6th Cycle Housing Element and Submit to HCD	March 25, 2021	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03252021-2713 (ITEM 2)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_03252021-2712	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03252021-2716 (PAGES 26-86 RELATE TO THIS ITEM)
City Council Adoption of Ordinances to Establish the Housing Element Implementation Overlay Zone and Implement 5th Cycle Housing Element Program 2G	April 5, 2021	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_04052021-2723 (ITEM 5)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_04052021-2722	None.
City Council Overview of 6th Cycle Housing Element Work Plan for Fiscal Years 2021-2022 and 2022-2023	May 3, 2021	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_05032021-2737 (ITEM 9)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_05032021-2736	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_05032021-2741
Planning Commission Recommendation to Re-Adopt the 6th Cycle Housing Element as Revised (GPA20-003)	November 9, 2021	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_11092021-2861 (ITEM 3)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_11092021-2857	None.
City Council Presentation on discussions with Fairgrounds regarding agreement to develop affordable housing and authorization to proceed with feasibility studies	November 15, 2021	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_11152021-2866 (ITEM 10)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_11152021-2865	None.

City Council Re-adoption of GPA20-003 for 6th Cycle Housing Element to incorporate HCD Revisions	December 13, 2021	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_12132021-2884 (ITEM 16)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_12132021-2883	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_12132021-2885 (PAGES 2-72 RELATE TO THIS ITEM)
City Council Status update regarding NC/PC LCPA at Coastal Commission	February 7, 2022	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_02072022-2912 (ITEM 15)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_02072022-2911	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_02072022-2916 (PAGES 9-13 RELATE TO THIS ITEM)
City Council Adoption of 6th Cycle Program 5B City Council Policy Requiring Housing Impact Statements for Pending Discretionary Land Use Decisions	February 22, 2022	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_02222022-2922 (ITEM 6)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_02222022-2921	None.
City Council Introduction of Ordinance to Accept Modifications to North Commercial/Professional Commercial (NC/PC) Local Coastal Program Amendment Per February 10, 2022 Coastal Commission Action	March 7, 2022	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03072022-2938 (ITEM 5)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_03072022-2937	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03072022-2943 (PAGES 2-16 RELATE TO THIS ITEM)
City Council Adoption of Coastal Commission's Modifications to (NC/PC) Local Coastal Program Amendment	March 21, 2022	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03212022-2948 (ITEM 4)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_03212022-2947	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03212022-2951 (PAGE 2 RELATES TO THIS ITEM)
City Council Adoption of a Resolution to Accept Housing Acceleration Grant Funds	March 21, 2022	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03212022-2948 (ITEM 5)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_03212022-2947	None.
City Council Approval of Task Orders for 6th Cycle Program 3B Phase I Planning Studies	April 18, 2022	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_04182022-2965 (ITEM 6)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_04182022-2964	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_04182022-2969 (PAGES 11-13 RELATE TO THIS ITEM)

City Council Approval of Task Orders for 6th Cycle Program 1K Phase II Planning Studies	May 2, 2022	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_05022022-2974 (ITEM 7)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_05022022-2973	None.
City Council Introduction of Ordinance for 6th Cycle Program 2A Extension of Accessory Dwelling Unit (ADU) Incentive Program	May 2, 2022	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_05022022-2974 (ITEM 8)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_05022022-2973	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_05022022-2975 (PAGE 2 RELATES TO THIS ITEM)
City Council Adoption of Ordinance for 6th Cycle Program 2A Extension of ADU Pilot Program	May 16, 2022	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_05162022-2981 (ITEM 6)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_05162022-2980	None.
City Council Introduction of Ordinance to Accept Modifications to 5th Cycle Program 2G HEI-OZ Local Coastal Program Amendment Per Coastal Commission Action	May 16, 2022	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_05162022-2981 (ITEM 12)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_05162022-2980	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_05162022-2992 (PAGES 11-50 RELATE TO THIS ITEM)
City Council Adoption of Coastal Commission's Modifications to 5th Cycle Program 2G HEI-OZ Local Coastal Program Amendment	June 6, 2022	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_06062022-2998 (ITEM 5)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_06062022-2997	None.
City Council Presentation of 6th Cycle Program 3B Phase I Planning Studies Demonstrating Feasibility of Public Sites	June 13, 2022	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_06132022-3003 (ITEM 1)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_06132022-3002	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_06132022-3005 (PAGES 2-78 RELATE TO THIS ITEM)
City Council Approval of Agreement for Affordable Housing Consulting Services	July 11, 2022	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_07112022-3015 (ITEM 10)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_07112022-3014	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_07112022-3021 (PAGES 4-5 RELATE TO THIS ITEM)
Planning Commission Recommendation to Adopt Program 1H Public Facility/Public Parkland zone clean up actions	October 11, 2022	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_10112022-3069 (ITEM 1)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_10112022-3066	None.

General Plan Amendment (GPA22-001), Rezone (R22-001), and Local Coastal Program Amendment (LCPA22-002) to Correct Inconsistencies in Map Records and Rezone Eight City-Owned Properties				
City Council Adoption of General Plan Amendment (GPA 22-001) and Introduction of Ordinance (R22-001, LCPA22-002) for Program 1H PF/PP clean up actions to Correct Inconsistencies in Map Records and Rezone Eight City-Owned Properties	December 12, 2022	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_12122022-3105 (ITEM 6)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_12122022-3104	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_12122022-3106 (PAGES 7-21 RELATE TO THIS ITEM)
City Council Adoption of Program 1H PF/PP clean up actions (LCPA22-002, R22-001)	January 9, 2023	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_01092023-3118 (ITEM 10)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_01092023-3117	None.
City Council Presentation of Housing-Related Legislative Update	January 9, 2023	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_01092023-3118 (ITEM 12)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_01092023-3117	None.
City Council Presentation of 6th Cycle Program 1K Phase II Studies of Feasibility and Potential Incentives to Create Lower Income Units on Identified Housing Element Sites	January 23, 2023	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_01232023-3126 (ITEM 9)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_01232023-3125	None.
City Council Presentation of 6th Cycle Program 2A Studies of Feasibility and Potential Incentives for Creation of Low-Income Accessory Dwelling Units	January 23, 2023	https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_01232023-3126 (ITEM 10)	https://www.delmar.ca.us/AgendaCenter/ViewFile/Minutes/_01232023-3125	None.

Table B: Submitted Correspondence Regarding Revised City of Del Mar Housing Element (January 2022 - March 2023)

	Name	Date	Description
1	Carlene Moore, Chief Executive Officer, 22nd District Agricultural Association/Del Mar Fairgrounds	1.20.2022	Support for City's application to SANDAG requesting Housing Acceleration Program (HAP) Grant funds to support completion of consultant studies related to the feasibility of potential housing on the State Fairgrounds. Letter is in Housing Element Appendix G
2	Antoinette Meier, Senior Director of Regional Planning, SANDAG	9.12.2022	Support for City's 6th Cycle Housing Element and the Program 3A smart growth strategy to build housing on the State Fairgrounds property consistent with SANDAG's Regional Plan and Regional Mobility Hub Strategy. Letter is in Housing Element Appendix F
3	Terra Lawson-Remer, County Supervisor Third District, County of San Diego Board of Supervisors	11.7.2022	Support for City's 6th Cycle Housing Element, Adequate Sites Inventory and State Fairgrounds strategy. Acknowledges the City's efforts to comply with State Housing Element law and identifies that housing on the Fairgrounds property would create important affordable housing opportunities in North County consistent with regional plans. Letter is in Housing Element Appendix F
4	Whitney Hodges, Sheppard Mullin	12.31.2022	"Third Party" Comments submitted to HCD that were forwarded to the City by HCD staff on January 6, 2023
5	Whitney Hodges, Sheppard Mullin	1.3.2023	"Third Party" Comments with attachments submitted to HCD that were forwarded to the City by HCD staff on January 6, 2023: Attachment 1 – Fairgrounds RFP 23-006 Highest and Best Use Consultant Attachment 2 – SDUT Article 12.20.22 "Del Mar Fairgrounds Ready to Rethink Entire Property"
6	Joseph Smith, California Coastal Works	1.11.2023	"Third Party" Comments submitted to HCD that were forwarded to the City by HCD staff on January 27, 2023 with chain of email correspondence from December 30, 2022 to January 11, 2023 including links to the following: Fairgrounds RFP 23-006

			SDUT article 12.20.22 "Del Mar Fairgrounds Ready to Rethink Entire Property" Fairgrounds Board action 1.10.23 approving RFP 23-006 City's 6th Cycle Housing Element web page San Diego Reader article 1.10.23 "Affordable Housing Laws Descend on Del Mar"
7	Brad Walters, Del Mar resident	3.24.2023	Email stating that "State requirements should be a floor, not a ceiling"
8	Marla Zanelli, real estate broker	3.27.2023	Email generally stating that land south of the Hilton hotel (on Jimmy Durante Boulevard) in the City of San Diego "would be a good place to build affordable housing"

January 20, 2022

SANDAG
Tracy Fershaw, Associate Grant Analyst
401 B Street #800
San Diego, CA 92101

Subject: Support Letter for City of Del Mar Grant Request for Exploratory Studies Relating to Potential Affordable Housing Development Opportunities on Del Mar Fairgrounds Property

Dear Tracy Fershaw:

I am writing to express support for the City of Del Mar's request for grant funding to support exploratory studies relating to potential housing opportunities at the Del Mar Fairgrounds (Fairgrounds) property. The 22nd District Agricultural Association (22nd DAA) is the State of California entity that owns, operates and oversees the Fairgrounds. The staff of the 22nd DAA and its nine-member, Board of Directors (appointed by the Governor), work closely with the City of Del Mar. We recognize the City is a key stakeholder as the local jurisdiction where the Del Mar Fairgrounds is located and the owner of roads and services (i.e. water, sewer, and fire services) that are used by the Fairgrounds.

The 22nd DAA will be continuing its Strategic Plan process in 2022. Through our strategic planning process, we are seeking to create a Master Plan for the long-term economic stability and viability of the Fairgrounds. We understand the City is interested in promoting affordable housing development as a potential future use for incorporation on the Fairground's property and support the City's interest in using their request for grant funds to prepare feasibility studies, provide technical expertise, and participate in the 22nd DAA's Strategic Plan/Master Plan process. It is anticipated that the forthcoming details from the proposed grant tasks will help the applicable stakeholders better understand the City's vision and supporting details for its advocacy that affordable housing be considered as a development concept during the strategic planning process.

Should you have any questions or require any further information, please contact Dustin Fuller, Supervising Environmental Planner at 858-792-4212 or via email at dfuller@sdfair.com.

Sincerely,

Carlene Moore, Chief Executive Officer

Cc: Members of the Del Mar City Council
Ashley Jones, City of Del Mar, City Manager

22ND DISTRICT AGRICULTURAL ASSOCIATION • DEL MAR FAIRGROUNDS
2260 Jimmy Durante Blvd. • Del Mar, CA 92014-2216 • phone: 858.755.1161 • delmarfairgrounds.com

September 12, 2020

2020 W. El Camino Avenue, Suite 500
Sacramento, CA, 95833
melinda.coy@hcd.ca.gov

Dear Melinda Coy:

Subject: SANDAG Support for City of Del Mar 6th Cycle Housing Element

The San Diego Association of Governments (SANDAG) is submitting this Letter of Support for the City of Del Mar's (City) 6th Cycle Housing Element and Adequate Sites Inventory. SANDAG would like to reaffirm the City's good faith efforts to comply with state law to obtain the CA Department of Housing and Community Development (HCD) certification of its housing element. Additionally, the Del Mar Fairgrounds site is consistent with the 2021 Regional Plan Regional Mobility Hub Strategy and the objectives and factors found in SANDAG's 6th Cycle RHNA Plan.

SANDAG's 2021 Regional Plan is a new transformative vision for the region. The 2021 Regional Plan lays out a growth pattern focused on development in already urbanized areas and identifies a network of regional Mobility Hub areas where high concentrations of people, destinations, and travel options converge. The Del Mar Fairgrounds are included in one of these Mobility Hub areas and has several benefits as a site for affordable housing, including:

- Proximity to services within a one-mile radius including groceries, high quality schools, parks, medical services, transportation, retail services, as well as jobs centers that would support and further fair housing for low-income households;
- Within a half mile of stops for the North County Transit District (NCTD) 308 and 101-bus lines. There is also a planned seasonal COASTER station that is anticipated to begin service to the Fairgrounds by 2035;
- Located in an area resilient to impacts of climate change, such as sea level rise, wildfires, and extreme heat; and
- The site is large enough to meet a substantial amount of the City's RHNA required units.

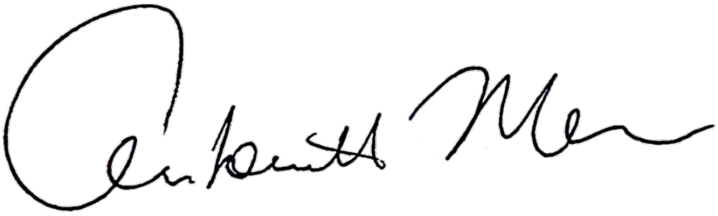
The City has been an important partner in the development of SANDAG's Housing Acceleration Program (HAP) that is funded through the Regional Early Action Planning Grants of 2019. In March 2022, SANDAG awarded the City a HAP grant to begin a two-phase study of the Del Mar Fairgrounds. Phase I compiles information to study the feasibility of developing at least 54 affordable housing units and obtain expertise/consulting services to secure housing agreement with the State's 22nd District Agricultural Association. Phase II will complete a feasibility study to understand what types of incentives may be needed to facilitate affordable housing production.

SANDAG supports the City's continued efforts to achieve housing element certification and looks forward to continuing collaboration with the City to ensure that development on the Del

Mar Fairgrounds site is done in a way that reduces vehicle miles travelled, affirmatively furthers fair housing, and implements the 2021 Regional Plan.

If you have any questions or need clarifications regarding this correspondence, please contact Tuere Fa'aola, Principal Regional Planner, at tuere.faaola@sandag.org or (619) 699-1989.

Respectfully submitted,



Antoinette Meier
Senior Director of Regional Planning

AMEI/TFA/AWO

TERRA LAWSON-REMER

SUPERVISOR THIRD DISTRICT
COUNTY OF SAN DIEGO BOARD OF SUPERVISORS

November 7, 2022

2020 W. El Camino Avenue, Suite 500
Sacramento, CA, 95833
melinda.coy@hcd.ca.gov

Dear Melinda Coy:

Subject: County Supervisor Terra Lawson-Remer's Support for City of Del Mar 6th Cycle Housing Element

I am submitting this Letter of Support for the City of Del Mar's (City) 6th Cycle Housing Element and Adequate Sites Inventory. The City has been a partner alongside the County of San Diego in expanding opportunities for affordable housing across the region and has made good faith efforts to comply with state law to obtain the CA Department of Housing and Community Development (HCD) certification of its housing element.

Additionally, the Del Mar Fairgrounds site is consistent with regional efforts to add affordable housing in infill areas near jobs, near transit, and near community amenities. The Fairgrounds housing strategy offers an opportunity to create much needed affordable housing for the entire San Diego region in a high-opportunity, resource-rich areas. This is particularly important in the North Coastal portions of San Diego County where high land values and sensitive coastal ecosystems make affordable housing development particularly challenging.

The fairgrounds strategy offers several advantages:

- The Fairgrounds is a large property that has realistic and feasible development potential for affordable housing that can advance local and regional fair housing goals and is consistent with TCAC tax credit financing criteria.
- The City of Del Mar confirmed the feasibility of this approach through feasibility studies completed June 2022
- The Fairgrounds is designated as a "mobility hub" in SANDAG's 2021 Regional Plan.
- SANDAG and HCD awarded HAP grant funds (March 2022) to support implementation of the Fairgrounds strategy and the State 22nd DAA provided a letter in support.
- The Fairgrounds are a regional destination that is connected to transit and commercial services within a one-mile radius including groceries, high quality schools, parks, medical services, transportation, retail services, and jobs.
- Fairgrounds housing would further the region's fair housing goals by providing much needed lower income housing at an infill location in a high opportunity area.
- While the Fairgrounds is adjacent to the neighboring City of Solana Beach, jurisdictions in north coastal San Diego are geographically small and closely interconnected in terms of services, schools, and amenities. Both cities are considered high-opportunity, high-resource coastal communities that would provide regional benefits to developing affordable housing.

1600 PACIFIC HIGHWAY, ROOM 335, SAN DIEGO, CALIFORNIA 92101-2471
PHONE (619) 531-5533
www.SupervisorTerraLawsonRemer.com

TERRA LAWSON-REMER

SUPERVISOR THIRD DISTRICT
COUNTY OF SAN DIEGO BOARD OF SUPERVISORS

- On September 13, 2022, SANDAG provided a letter in support of the City's plan for housing at this location through "smart growth" infill development.

If you have any questions or need clarification regarding this correspondence, please don't hesitate to contact my staff: Jeff Yuen, Senior Advisor, at Jeffrey.yuen@sdcounty.ca.gov or 858-285-0403.

Sincerely,

Terra Lawson-Remer
Supervisor, Third District
County of San Diego

1600 PACIFIC HIGHWAY, ROOM 335, SAN DIEGO, CALIFORNIA 92101-2471
PHONE (619) 531-5533
www.SupervisorTerraLawsonRemer.com

Amanda Lee

From: Coy, Melinda@HCD <Melinda.Coy@hcd.ca.gov>
Sent: Tuesday, January 3, 2023 9:05 AM
To: Ayala, Jose@HCD
Cc: McDougall, Paul@HCD; Housing Elements@HCD
Subject: FW: City of Del Mar - Concerns re Compliance with Housing Element/AB 1398
Attachments: Fairgrounds RFP-23-006-Highest-&-Best-Use-Feasibility-Consultant.pdf; U-T Article (12.21.22) - Del Mar Fairgrounds Ready to Rethink Entire Property. 'Don't Worry, Nothing is Changing Overnight'.pdf

Please put in third party folder

Jose, for your review

From: Whitney Hodges <WHodges@sheppardmullin.com>
Sent: Saturday, December 31, 2022 4:47 PM
To: Coy, Melinda@HCD <Melinda.Coy@hcd.ca.gov>
Subject: RE: City of Del Mar - Concerns re Compliance with Housing Element/AB 1398

My apologies, this time with the attachments.

Whitney Hodges | Partner
1.619.338.6542 | direct
1.858.735.3751 | cell
WHodges@sheppardmullin.com | Bio [sheppardmullin.com]

From: Whitney Hodges <WHodges@sheppardmullin.com>
Sent: Saturday, December 31, 2022 4:43 PM
To: Coy, Melinda@HCD <Melinda.Coy@hcd.ca.gov>
Subject: City of Del Mar - Concerns re Compliance with Housing Element/AB 1398

Good Afternoon Melinda,

I am sorry to be sending this to you over a long holiday weekend, but I recently learned of some time-sensitive information and wanted to provide you and your team with the professional courtesy of advanced notice.

It is my understanding that a complaint to HAU against the City of Del Mar will be forthcoming. It was recently discovered the City has submitted a revised 6th Cycle in mid-November, which comments (or certification) from HCD are due January 13, 2023. While this revised version was submitted to HCD without public notice or hearing, it is believed – because of the lack of public participation – that the revisions neither provide for the automatic rezone for any or all candidate sites identified in the document nor take into account the fact the Del Mar Fairgrounds would not be available for housing development until late 2024 at best, if at all.

As to the first concern, AB 1398 is clear that a locality that fails to adopt a housing element that the HCD has found to be in substantial compliance with state law within 120 days of the statutory deadline to complete this required rezoning no later than one year from the deadline for adoption of the housing element – and prohibits the Housing Element from being found in substantial compliance until that rezoning is completed. Based on the evidence before the public, there is no indication the City has completed these rezones either as part of the most recent iteration of the 6th Cycle or as a

separate action. As you are more than aware, AB 1398 was subsequently amended to provide jurisdictions within SCAG additional time. The City of Del Mar is not within SCAG, and, even if it was, this deadline has already expired. I have also been unable to locate any evidence the HCD determined the City's 6th Cycle was in substantial compliance in advance of this deadline. Therefore, unless and until the City completes the requisite rezones of the candidates sites, certification of the City's 6th Cycle is prohibited under the current law.

I have noted that some jurisdictions in SANDAG that were similarly situated to the City of Del Mar have recently received certification of their 6th Cycles in violation of AB 1398. It is my understanding the forthcoming complaint is not intended to identify these jurisdictions and/or related approvals. I only note this to you as a reason why certain entities and individuals are worried this same determination will be awarded to the City despite its egregious – and continued – noncompliance with state housing laws.

As to the second concern, again because of the lack of public participation in the reapproval of the updated 6th Cycle, it is the public's understanding that the City is heavily – if not solely – relying on the Del Mar Fairgrounds for its provision of housing in accordance with its RHNA allocation. If this is true, not only does this violate California's fair housing laws, but it is also a disingenuous representation of the City's progress and commitment to providing housing. As a note, the Fairgrounds is owned by the State of California and the City of Del Mar has no land use jurisdiction.

Earlier this month, the manager of the Fairgrounds, 22nd District Agricultural Association, announced it will be contracting with real estate consultant to identify the best use of the property. This contract, which will not even be voted on until sometime in January 2023, includes a one-year term with two optional, one-year extensions. Meaning, at best, a report for how to use the site would be completed by Q1 2024. At worst, the report would be completed Q1 2026. These timeframes are just for the consultant to prepare a report, and do not include the formation of plans or agreements to implement the recommendations of the report. Additionally, given the location of the Fairgrounds in the floodplain and concerns the Coastal Commission has already expressed with this site, there is no guarantee that the report will recommend the provision of housing at the Fairgrounds location. For your records, attached please find a PDF of an article in the San Diego Union Tribune about this contract, as well as the original RFP. The fact the 22nd District Agricultural Association desires to enter into such a contractual relationship undermines the City's position that the Fairgrounds remains a viable candidate site for the 6th Cycle. Perhaps this will change in advance of the 7th Cycle, but reliance on this site now ensures that little to no housing will actually be put online during the 6th Cycle.

Lastly, and unrelated to the City's 6th Cycle and recent resubmission, I wanted share some information about the City's general disregard for the ongoing housing crisis. As you may know, the City recently submitted a letter to Senator Toni Atkins complaining that recent state legislation is stripping local governments of land use control. Please see here [na01.safelinks.protection.outlook.com]. However, what may not be as widely known is that the City intends to join four other local governments in a lawsuit against the State of California, challenging SB 9. The decision to join this suit came out of the City Council's closed session on December 5, 2022. Please see here [na01.safelinks.protection.outlook.com] for the agenda on this matter.

As always, I am available and happy to chat about this with you in more detail. I truly appreciate your commitment to the provision of housing in our state, and recognize the difficult position you are often put into. Again, I am sorry to be sending such a weighty email over a holiday weekend! However, I did not want you or your team to be caught flat-footed in the instance a complaint is filed in advance of HCD's deadline to respond to the City.

I hope you have a very happy New Year and a successful 2023!

Best,
Whitney

Whitney Hodges | Partner
1.619.338.6542 | direct

1.858.735.3751 | cell
WHodges@sheppardmullin.com | Bio [sheppardmullin.com]

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Amanda Lee

From: Coy, Melinda@HCD <Melinda.Coy@hcd.ca.gov>
Sent: Tuesday, January 3, 2023 9:05 AM
To: Ayala, Jose@HCD
Cc: McDougall, Paul@HCD; Housing Elements@HCD
Subject: FW: City of Del Mar - Concerns re Compliance with Housing Element/AB 1398
Attachments: Fairgrounds RFP-23-006-Highest-&-Best-Use-Feasibility-Consultant.pdf; U-T Article (12.21.22) - Del Mar Fairgrounds Ready to Rethink Entire Property. 'Don't Worry, Nothing is Changing Overnight'.pdf

Please put in third party folder

Jose, for your review

From: Whitney Hodges <WHodges@sheppardmullin.com>
Sent: Saturday, December 31, 2022 4:47 PM
To: Coy, Melinda@HCD <Melinda.Coy@hcd.ca.gov>
Subject: RE: City of Del Mar - Concerns re Compliance with Housing Element/AB 1398

My apologies, this time with the attachments.

Whitney Hodges | Partner
1.619.338.6542 | direct
1.858.735.3751 | cell
WHodges@sheppardmullin.com | Bio [sheppardmullin.com]

From: Whitney Hodges <WHodges@sheppardmullin.com>
Sent: Saturday, December 31, 2022 4:43 PM
To: Coy, Melinda@HCD <Melinda.Coy@hcd.ca.gov>
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22ND DISTRICT AGRICULTURAL ASSOCIATION (DISTRICT)
SAN DIEGO COUNTY FAIR

REQUEST FOR PROPOSAL (RFP)

RFP No. 23-006

RFP SCORING METHOD: SECONDARY METHOD (HIGH SCORE)
DGS Contracting Manual, Volume 1, Section 5.25

Highest and Best Use Feasibility Consultant
for
22nd District Agricultural Association

Contact Person: Angel Ramsey – Contracts and Purchasing Manager
Telephone: (858) 792-4263
Email: rfp@sdfair.com

This is the only authorized person designated by the State to receive communications concerning this RFP. **Please do not attempt to contact any other Staff or Board Member concerning this RFP.** Oral communication with fair officers and employees concerning this RFP shall not be binding on District, shall not be considered by District in reviewing or scoring a response to this RFP, and shall in no way excuse the Proposer of the obligations set forth in this RFP.

Date Issued: October 13, 2022

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SECTION 4.0	**EVALUATION, SELECTION AND SCORING PROCESS**	**PAGE 19**
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SECTION 6.0	**SAMPLE STANDARD AGREEMENT**	**PAGE 52**

Forms

Proposer/Contractor Status Form
Certificate re California Government Code 1090 Disclosure of Interests Form
Payee Data Record
Financial Proposal Form
Proposer References Form
Contractor Certification Clauses
Bidder's Declaration Form
Disable Veteran Business Enterprise Declaration
Subcontractor Declaration Form
California Civil Rights Laws Certification
Darfur Contracting Act Certification
Iran Contracting Act Verification

Reference Material

A. Facilities Maps

SECTION 1.0
DEFINITIONS & TENTATIVE RFP SCHEDULE

1.1 DEFINITIONS

RFP	Request for Proposal (Secondary Method)
Proposer/ Contractor	The individual, company, organization, or business entity submitting the proposal in response to the Request for Proposal.
District or 22nd DAA	Refers to the 22nd District Agricultural Association, a California state institution, which operates and administers the Del Mar Fairgrounds/San Diego County Fair; the 22nd District Agricultural Association is not a local government agency.
DGS	Refers to the Department of General Services, State of California, located at: 707 Third Street 2nd Floor Sacramento, CA 95605 Attention: Legal Office
Committee	Evaluation and selection committee chosen by District to review, evaluate and score proposals received in response to the Request for Proposal. As required by Section 5.15(f) of the DGS State Contracting Manual, the members of the evaluation and selection committee will be from District.
Proposal	Refers generally to a proposal submitted by a Proposer to District in response to this RFP. Proposals are comprised of two sections, Technical and Financial.
Technical Section	Portion of the proposal that details qualitative considerations that may include but are not necessarily limited to: depth and level of relevant experience of the individual/organization, ability to meet the needs of District, management plan, services offered, and/or proposed personnel qualifications.
Financial Section	The revenue portion of the proposal, as detailed in the “Financial Proposal” form.
Responsive	Proposals that are timely and meet the requirements of this RFP will be considered “responsive”.
Sample Standard Agreement	The Sample Agreement includes the Statement/Scope of Work, Payment Terms, General Terms and Conditions, Special Terms and Conditions and Insurance Requirements that are specific to the Agreement that will be awarded as a result of this RFP. For details of the services being requested under this RFP, see Section 6.0 – Sample Standard Agreement.

1.2 TENTATIVE RFP SCHEDULE

	DATE	TIME
RFP Release date	October 13, 2022	
Voluntary Pre-proposal Site Tour will be held on	October 19, 2022	1:00 pm
Written Requests for Additional Information are due	October 26, 2022	11:00 am
Final Date for Proposal Submission at District's Contracts Department located in District Administration Building	**November 10, 2022**	**11:00 am**
Technical proposals will be reviewed and evaluated week of This includes but is not limited to the verification of the Proposer's Small Business Status, DVBE requirements (if applicable), and submitted references	November 14, 2022	
Presentations, conducted via Zoom are anticipated	November 17, 2022	
Notice of Intent to Award	November 28, 2022	
Contract Award	December 2, 2022	4:00 pm
Submitted to 22nd DAA Board of Directors for Approval	December 13, 2022	
Proposed Contract Commences	January 1, 2023	

District may, at its sole and absolute discretion, reject any or all proposals, or parts thereof, or reject any item or items in this RFP, or impose conditions, and waive any irregularities or technicalities not related to legal requirements. District may re-advertise this RFP; postpone or cancel this RFP, at any time, during the RFP process. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of District. District reserves the right to make an award without the consideration of option or renewal years, as the interests of District may require.

(All above dates and times are subject to change.)

SECTION 2.0
GENERAL INFORMATION
PROPOSAL INSTRUCTIONS AND PROVISIONS

District is releasing this RFP with the intent to award a single contract for Highest and Best Use Feasibility Consultant services.

District is seeking a highly qualified firm to develop, guide, and facilitate a comprehensive strategy to determine highest and best use for District properties that advance the purpose, mission, and vision of District.

District board and staff have been actively engaged in a strategic planning process that has elaborated on the purpose, mission, vision, and values of District in pursuit of ensuring a quality experience to guests and patrons of District venues, including the Fairgrounds, Surf &Turf Recreation Center, and Del Mar Equestrian Center. Proposer is encouraged to elaborate in its proposal on its alignment with District's strategic direction.

In issuing this RFP, it is the objective of District to find an experienced firm who has the capability to work collaboratively with its Board of Directors, Executive Management Team, and staff to create land development usage plans that encourage public and private investment in order to ensure that resources are used efficiently to economically support the organization, further community connection, and safeguard environmental resources.

The principal objectives for the highest and best use analysis study include:

- Evaluating opportunities for enhanced development of the various District properties congruent with District's mission of offering agricultural, educational, recreational and entertainment opportunities to San Diego County residents.
- Analyzing the opportunity for success of prospective land uses within the context of Purpose, Mission, Vision, Values, and Objectives of District.
    - Objectives
        - Connection
        - Environmental stewardship
        - Net revenue generation
        - The Fair – fundamentally why District exists
        - Serving as a resiliency center and resource
- Developing a pragmatic, fiscally responsible land use plan, including appropriate upgrades and improvements to existing facilities and grounds and the addition of new facilities to support current and new program opportunities.
- Presentation of options for funding improvements.
- Public and community thought leader engagement.

Proposer(s) acknowledges and accepts that as a result of the strategic planning process, District may, in its sole and absolute discretion, modify or cease certain uses in the future, in part or whole.

District may, at its sole and absolute discretion, reject any or all proposals, or parts thereof, or reject any item or items in this RFP, or impose conditions, and waive any irregularities or technicalities not related to legal requirements. District may re-advertise this RFP; postpone or cancel this RFP, at any time, during the RFP process. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of District.

Any contract resulting from this RFP will be awarded to the Proposer(s) whose proposal(s), as determined by District, best meet(s) the requirements set forth in this RFP including the Statement/Scope of Work to

be performed described in Section 6.0 Sample Standard Agreement, Exhibit A, and the Format and Content Requirements (Section 2.7) of Proposals. District will use the Secondary Method scoring process, as explained in the DGS Contracting Manual, Volume 1, at Section 5.25, et seq., whereby proposals include, and are scored on, both a financial and qualitative component, and the award is based on the highest total score, which includes the sum of the score for the financial component and for the qualitative component. Considerations on the qualitative component are outlined in Section 2.7. The award selection is based on a consideration of a combination of technical (qualitative component) and cost factors (financial component) to determine (or derive) the proposal deemed most advantageous and of the greatest value to District.

The contract term shall be for one (1) year with two (2) one (1) year options to renew, at the sole and absolute discretion of District. The last option year expires December 31, 2025. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. District may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.

2.1 HISTORY AND GENERAL BACKGROUND INFORMATION

District manages and operates the Fairgrounds on behalf of the State of California Department of Food & Agriculture, Branch of Fairs & Expositions. Operations are primarily funded by revenues generated through hosting both public and private events across three distinct properties: the 212-acre main campus known publicly as the Del Mar Fairgrounds, the 48-acre Surf & Turf Recreational Facilities campus, and the 64-acre equestrian center campus known as Del Mar Horsepark.

***NOTICE**: The California Coastal Commission (CCC) has jurisdiction over all developments and improvements to District property. In addition, the San Diego Regional Water Quality Control Board (Regional Board) is the State agency responsible for ensuring compliance with the Clean Water Act and District is required to comply with the California Environmental Quality Act (CEQA).*

PURPOSE, MISSION, VISION & VALUES
District board and staff have been actively engaged in a strategic planning process that has elaborated on the purpose, mission, vision, and values of the organization in pursuit of ensuring a quality experience to guests and patrons of the Fairgrounds.

PURPOSE
We are a timeless community treasure where all can flourish, connect, and interact through year-round exceptional experiences.

MISSION
*We connect our community through shared interests, diverse experiences, and service to one another in an inclusive, accessible, and safe place with an emphasis on **entertainment**, **recreation**, **agriculture**, and **education**.*

VISION
We will be the community's iconic place for social interaction and cultural expression, honoring traditions, embracing innovation, celebrating excellence, and having fun.

VALUES – *We believe*
***F**un! …in celebrating the ordinary and the extraordinary in unique ways.*
***A**+ Quality …in creating exceptional and memorable experiences.*
***I**ntegrity …in being responsible to our community, the environment and to one another.*
***R**espect …in providing an inclusive and interactive place where all people can connect.*
***S**ervice …in purposeful and inspiring engagement.*

DEL MAR FAIRGROUNDS MAIN CAMPUS
The facilities consist of 200,000 square feet of trade show and meeting space, a 15,000-seat grandstand, a 3,500-9,000 seat multi-use outdoor arena, a one-mile dirt/turf surface horse racing track, and a 78,988 square foot indoor entertainment center.

Several renters operate year-round on District properties including at the 48-acre Surf & Turf Recreation Center featuring tennis, swimming, volleyball, driving range, two miniature golf courses, golf pro shop, and a 70-site RV park. The Del Mar Thoroughbred Club is the largest renter of District, leasing on-site office space and operating two seasons of live thoroughbred horse racing. ASM Global's Premier Food Services has a dedicated staff exclusively managing event catering and on-site restaurant and bar food and beverage services.

Events hosted at the Fairgrounds fall into two categories:

- Events produced by District, including the San Diego County Fair;
- Events and activities produced by third-party promoters, which range from concerts and festivals, trade shows and consumer expos, equestrian competitions and animal shows, sporting events, fundraisers, and personal celebrations.

SAN DIEGO COUNTY FAIR
With roots dating back to 1880, the annual San Diego County Fair is a celebration of local agriculture, industry and arts and is a treasured summertime tradition for generations of San Diegans. The San Diego County Fair starts off summer in early-to-mid June, ending in a rousing finale on Independence Day weekend. Drawing crowds reaching up to 1.5 million, the San Diego County Fair is the largest fair in California, ranks among the top ten fairs in the nation, and is the largest net revenue generating activity at the Fairgrounds.

DEL MAR EQUESTRIAN CENTER CAMPUS
Located in the San Dieguito River Valley two miles east of the Fairgrounds main campus, equestrian enthusiasts participate in a variety of activities including riding lessons, horse boarding and training, and shows in multiple disciplines. The facility has a covered and lighted arena seating capacity of 1,320 within two grass jumping stadiums, four show rings, four training rings, and one dressage ring.

SURF & TURF RECREATION CENTER CAMPUS
Located across Jimmy Durante Boulevard from the Fairgrounds main campus, Surf & Turf Recreation Center is home to several year-round renters that provide sports and training facilities for tennis, swimming, volleyball, and golf including driving range, two miniature golf courses, golf pro shop, and a 70-site RV park.

In issuing this RFP, it is the objective of District to find an experienced firm who has the capability to work collaboratively with its Board of Directors, Executive Management Team, and staff to create land development usage plans that encourage public and private investment in order to ensure that resources are used efficiently to economically support the organization, further community connection, and safeguard environmental resources.

2.2 PROPOSER RESPONSIBILITY

Read the RFP documents very carefully, as District is not responsible for errors and omissions on the part of the Proposer. **Note, the Terms and Conditions have been relocated to Section 6.0, as part of the Sample Standard Agreement.** Also, carefully review all final documents before submission to District, as the Committee will not interpret or correct detected errors in a Proposer's calculations. The submission of a Proposal shall be conclusive evidence that (i) the Proposer has observed and carefully

examined the RFP as to the nature, quality, and scope of work to be performed; (ii) the Proposer is capable of performing the type and quality of work identified in the RFP to achieve District's objectives; and (iii) the Proposer is capable of meeting the administrative compliance requirements in preparation of the proposal.

2.3 VOLUNTARY SITE TOUR

District will conduct a voluntary Pre-Bid Site Tour on October 19, 2022 beginning at 1:00 pm at the following location:

22nd District Agricultural Association Board Room
2260 Jimmy Durante Boulevard
Del Mar, CA 92014

Though attendance is not mandatory, prospective Proposers that intend to submit a proposal are highly encouraged to attend this Voluntary Site Tour. It shall be each prospective Proposer's responsibility to attend the Site Tour promptly at 11:00 am. District reserves the right not to repeat information for participants that join the tour after it has begun. The voluntary Site Tour is a public event or meeting and anyone may attend.

Spontaneous verbal remarks provided in response to questions/inquiries are unofficial and are not binding on District unless later confirmed in writing as an addendum to this RFP.

Prospective proposers should carefully review this RFP before the site tour date to become familiar with the qualification requirements, scope of work and bid content requirements. Prospective Proposers are encouraged to have their copy of this RFP available for viewing during the site tour.

Shortly after the tour, District will summarize all questions and issues raised and post an Addendum on District's website at the following internet address: https://delmarfairgrounds.com/about-us/public-information/#bids.

Proposers are responsible for their costs to attend/participate in the tour. Those costs cannot be charged District or included in any cost element of the Proposer's price offering. All Proposers who want to attend the pre-proposal site tour should RSVP, no later than 72 hours before the site tour, by email to: RFP@sdfair.com.

2.4 PRESENTATIONS

As part of the Technical Proposal, Proposers are required to conduct a presentation. See Section 2.7 below for presentation submission requirements. Presentations will be conducted via video conference only. District has tentatively identified **November 17, 2022,** to conduct presentations. All Proposers are asked to keep these dates available. No other presentations dates will be provided. Therefore, if a Proposer is unable to attend the presentation on these dates, its proposal may be eliminated from further evaluation or scored negatively. The presentation will consist of a short presentation by the Proposer limited to a specified amount of time and the Committee may ask questions related to the Proposer's technical proposal and qualifications. Proposers will not be allowed to ask questions. The presentation must be consistent with the Proposal and may not modify or supplement the written Proposal. Attempts to use the presentation to modify or supplement the written proposal may, in District's sole discretion, disqualify the Proposal and remove it from any further consideration. For Proposers who need assistance attending the video conference presentations due to a physical impairment, a reasonable accommodation will be provided upon request. Such request must be made by email to: rfp@sdfair.com, no later than the close of business on the fifth working day prior to the scheduled date and time of the presentations.

2.5 WRITTEN REQUESTS FOR ADDITIONAL INFORMATION

In the opinion of District, this RFP is complete and without need of explanation. However, if a Proposer has questions, or requires any clarifying or additional information, the Proposer must submit in writing any and all questions or requests for information. Requests must be clearly labeled, "Written Request for Information re RFP No 23-006." All requests must provide sufficient information for District to decide whether to provide any additional or clarifying information based upon the initial submittals. District's response, if any, will be based upon this information and will be publicly disseminated. Inadequate information will cause Proposer's written request for information to be denied. Written requests for information may be submitted by facsimile, mail, courier and ***preferably by email*** **to rfp@sdfair.com, no later than 11:00 am, October 26, 2022**. The identity of the Proposer submitting the written request(s) for information will not be revealed. Responses to questions will be released as a Question and Answer Summary via addendum.

2.6 CHANGES TO THE RFP (ADDENDA)

Any request to change this RFP must be submitted in writing in accordance with the instructions "Written Requests for Additional Information." If necessary, District will modify the RFP before the date set for submission of final proposals, by issuing a written addendum to all parties who have been furnished notice of the RFP for bidding purposes. ***There will be no verbal changes. Verbal communications are not binding on District.***

The effect of all addenda to the RFP shall be considered in each Proposer's proposal, and the addenda shall be made a part of Proposer's proposal and shall be returned with Proposer's proposal or acknowledgment of addenda.

Important: All Proposers should inquire from the Contact Person listed below whether any addenda have been issued prior to submitting a proposal in response to the RFP. It is the Proposers' responsibility to ascertain and confirm they have received all addenda issued to this RFP before submitting a proposal. Failure to recognize the effect of issued addenda in any proposal will render the proposal non-responsive and result in its rejection.

Written acknowledgment of receipt of all addenda must be noted on the Addendum Letter in the space provided.

2.7 FORMAT AND CONTENT REQUIREMENTS

A. Format Requirements

The Proposer must remember to:

* Follow the proposal format instructions;
* Present the information in the order and manner requested;
* Answer the questions in the RFP; and
* Provide the data requested by the RFP.

Information in this section is to be provided in the order requested, beginning with the cover letter page. Each page is to be numbered at the bottom, starting with the number 1; all pages should be 8-1/2 x 11-inch paper; and all narrative portions of the proposal should be typed. Pre-printed documents and or example materials may be submitted in their original format with the Technical Proposal as an attachment.
Proposals not following the requested format may be deemed non-responsive and therefore rejected or it may affect the score of the proposal.

B. Proposal Content Requirements

Proposal shall contain the following:

1) Proposal Cover Letter

The **signed** Proposal Cover Letter on the letterhead of the Proposer, containing the following statement **verbatim**:

> "Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures, addendum(s) and instructions concerning RFP 23-006, to which this proposal responds, have been read and understood. Further, in signing this letter as the authorized representative of the submitting Proposer, it is expressly agreed by the Proposer that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. Additionally, Proposer agrees that if the submitted proposal is not in the required format of the RFP, Proposer's proposal will be deemed non-responsive."

The person's name must be printed clearly above the signature line and signature must be dated.

IMPORTANT! If Proposer fails to submit this verbatim document or it is not signed and dated, the proposal will be rejected as being non-responsive.

2) Technical Proposal

a. Relevant Experience and Qualifications

Demonstrate competency and experience of Proposer and Proposer's subcontractor(s), if any, to provide services as set forth in the Statement/Scope of Work.

Description of firm, size, structure, and years in operation. Discuss employee development, professionalism, and code of conduct standards.

Include an organization chart.

- Indicate key personnel's level of involvement in providing the services outlined in Statement/Scope of Work.
- Provide resumes for executives, managers, and key staff members including qualifications, relevant education, and/or experience.

Description of Proposer's experience in completing work of this type including three (3) specific examples and project references. Provide contact name, address, telephone number, and e-mail address of references that District may contact regarding Proposer's relevant experience and qualifications.

District may, at its option, use information gained by conducting reference checks with references provided or from individuals that have had contracts with Proposer. Proposer shall be given the opportunity to respond to unfavorable information which has been acquired from references other than those provided by Proposer.

b. Method of Approach

Demonstrate the ability to perform in this type of business clearly and articulate an achievable work plan that indicates Proposer's depth and understanding of the requirements as set forth in the Statement/Scope of Work.

Provide summary of understanding of the project including Proposer's scope of services necessary to perform and fulfill the objectives including a proposed schedule and key milestones, methodologies employed, and engagement with District. Discuss lessons learned and insights gained on previous projects that would be employed on this project to bring value to District.

Include statements on how Proposer will engage District board, Executive Leadership Team, staff, the public, and community thought leaders in the process, and how subcontractors, if any, may be used in Proposer's ability to provide these services.

c. Presentation

Any presentation materials, such as PowerPoint slides, must be included in Technical Proposal Package. Presentation should demonstrate Proposer's skill, experience, ability, and understanding of the Statement/Scope of Work as identified in this RFP, including:

- Conceptual approach to researching and developing recommendations for highest and best use land plans;
- Two case histories that demonstrate highest and best use feasibility studies.

Note: All proposal materials are subject to the California Public Records Act and will be considered public record once a Notice of Intent to Award the contract has been made.

3) Financial Proposal Bid Form

The Financial Proposal Bid Form must be completed and signed. If Proposer fails to submit this document, and it is not **signed and dated**, the proposal will be rejected as being nonresponsive.

Any addition, omission or modification of the form will result in automatic disqualification.

4) Required Attachments to be completed and included in the Proposal Package are outlined in Section 5.0

2.8 PROPOSAL SUBMISSION INSTRUCTIONS

- Assemble one original and two copies of the proposal package.

- The original proposal must be marked "MASTER." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the Proposer. All additional proposal sets may contain photocopies of the original package.

- The proposal package should be prepared in the least expensive method. Expensive bindings, color displays, promotional materials, et cetera, are neither necessary nor desired. Please DO NOT use coil or spiral binding. Proposers are encouraged to concentrate on conformity with RFP instructions, responsiveness to RFP requirements and the clarity and completeness of the proposal's content. Deviations may affect the score of the proposal.

- Place the proposal in a single envelope or package, if possible. If more than one envelope or package is submitted, carefully label each one as instructed below, and mark on the outside of each envelope or package "1 of X", "2 of X", etc.

- **Mail or arrange for hand delivery of the proposal package to District at its administrative office, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014. Sealed proposals must be physically received no later than the date and time indicated under Section 1.2 of this RFP.**

- Proposals must be submitted in sealed packages. The outside of your proposal package must be labeled with the Proposer's name on the outside and addressed as follows:

  RFP 23-006 Highest and Best Use Feasibility Consultant
  22nd District Agricultural Association
  Administration Building
  2260 Jimmy Durante Boulevard
  Del Mar, CA 92014-2216

- Failure to meet these requirements will result in a non-responsive proposal and proposals received after this date and time will not be considered, and will be returned, unopened. **Faxes and emails will not be accepted.** The Proposer is solely responsible for ensuring that the complete proposal is received by District in accordance with the RFP requirements. District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or any other mis-delivery. Proposals received after this date and time will not be considered, and will be returned, unopened.

- Omissions, inaccuracies or misstatements may be sufficient cause for rejection of a proposal.

2.9 CONTRACT AWARD

If a contract is awarded, it shall be granted to the Proposer with the **highest total scored proposal.** (See Section 4.0 for further details). District will post a Notice of Intent to Award online at https://delmarfairgrounds.com/about-us/public-information/#bids as well as at District's Administration Offices for five (5) working days before officially awarding the contract. In addition, a copy of the Notice of Intent to Award will be emailed to each Proposer.

A contract award is not final until:

- the time for protesting the Notice of Intent to Award has expired, and/or;
- protests filed, if any, have been withdrawn or rejected by DGS; and
- the proposed contract has been approved by the District Board of Directors at a duly noticed public meeting;
- and if necessary, the proposed award has been approved by the California Department of Food & Agriculture and/or DGS.

District reserves the right to reject any or all proposals for any reason, to make and award without any discussion or interviews, to request additional information, and to negotiate any minor details, terms or conditions.

District reserves the right to require confirmation of information furnished by any Proposer, or for the Proposer to provide additional evidence of qualifications to perform the work. Failure to provide this additional evidence may result in the rejection of the proposal and its removal from further consideration.

It is District's intention to award a contract that includes all requirements under this RFP to one Proposer.

2.10 SMALL BUSINESS PREFERENCE

California law allows certified small business (SB) and microbusiness (MB) firms and non-small businesses who subcontract 25% with a certified SB/MB firm(s) to receive a 5% preference on applicable state solicitations. The effect of the preference is to help SB's/MB's be more competitive in the proposal process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computational purposes to determine the winning proposal; the actual proposed amount remains the same.

If you are claiming the 5% small business preference and are a SB or MB, or if your application is on file with the Office of Small Business and DVBE Services (OSDS), or if you are claiming the preference as a non-small business subcontracting 25% with certified SB/MB (s), you must provide copies of Small Business Certification(s) and a completed Bidder's Declaration with your proposal in order to receive the preference.

Certification Application

To apply for Small Business Certification, go online to https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise. To receive your hard copy form by mail, email osdchelp@dgs.ca.gov or call (800) 559-5529 or (916) 375-4940.

Your complete certification application package must be received by the OSDS no later than 5 p.m. of the proposal due date. Your certification effective date will be the date the application is properly received and deemed complete by the OSDS. Incomplete application submittals will delay your certification status and may result in the loss of your 5% preference eligibility. For more information, email osdchelp@dgs.ca.gov or call (916) 375-4940.

You may mail, hand-deliver or express-mail your package to:

Office of small Business and DVBE Services (OSDS)
Attn: BDD Unit
707 3rd Street, 1st Floor, Room 1-400, MS 210
West Sacramento, CA 95605

2.11 PROPOSER/CONTRACTOR STATUS FORM

All Proposers must complete, sign and submit this form in response to the RFP. District reserves the right to verify the information on the Proposer/Contractor Status Form. **If the Proposer is a corporation, the form must include the title of the person signing the form** (i.e., corporate officer status), **and a copy of the corporate resolution authorizing the signing of the form must be attached**. If the Proposer is a partnership, the signing partner must indicate whether that partner is a limited or general partner.

2.12 DVBE REQUIREMENTS

District elects to waive the Disabled Veteran Business Enterprise (DVBE) program requirement this solicitation. No DVBE requirement is made for this solicitation. However, it is the policy of District to encourage DVBE contractors to participate in the competitive procurement process. State Certified DVBE

prime contractors or non-DVBE prime contractors subcontracting 5% to State Certified DVBE(s) will receive a 5% preference scoring incentive to be applied when determining award, for evaluation purposes only. The incentive is only used for computational purposes to determine the winning proposal; the actual proposed amount remains the same.

2.13 INSURANCE

2.13(a) INSURANCE REQUIREMENTS AT TIME OF PROPOSAL

A *copy* of Proposers current insurance certificate (or a letter confirming coverage) must be included with the Proposal. The copy of the insurance certificate, or letter confirming coverage, included with the Proposal must confirm $1,000,000 in commercial general liability coverage, evidence of automobile liability coverage, and, if Proposer has employees, Workers' Compensation insurance coverage.

If the Proposer is not on the California Fair Services Authority's (CFSA) Master Insurance List and fails to include a copy of Proposer's current insurance certificate confirming the coverages identified above in this Section 2.13(a), District shall provide written notice of this failure to Proposer. If Proposer fails to provide a copy of Proposer's current insurance certificate confirming the coverages identified above in this Section 2.13(a), within 2 business days of receipt of the Failure Notice, District may reject the proposal.

2.13(b) CONTRACTOR INSURANCE REQUIREMENTS AT TIME OF CONTRACT EXECUTION

After the proposed contract has been approved by 22nd DAA Board of Directors at a duly noticed public meeting, but before execution of the contract, and if the Proposer awarded the contract is not on the CFSA Master Insurance List, the Proposer awarded the contract shall provide District with an original Certificate of Insurance including $1,000,000 in commercial general liability, evidence of automobile liability coverage, and, if Proposer has employees, Workers' Compensation coverage,

The original certificate of insurance provided to District under this Section 2.13(b) must include the following, **unless** the Proposer is on the California Fair Services Authority's (CFSA) *Master Insurance List*:

- Evidence of appropriate insurance coverage for the term of the contract, including but not limited to $1,000,000 in commercial general liability insurance;
- Evidence of Workers' Compensation Insurance as required by law;
- A commitment by the insured to provide a 30-day cancellation notice;
- An endorsement stating this insurance is primary and noncontributory with District, with name and address shown, listed as certificate holder; and;
- The additional insured endorsement and paragraph in exactly the following words:

"That the State of California, the California Fair Services Authority, the 22nd District Agricultural Association, the State Race Track Leasing Commission, the Del Mar Race Track Authority, the California Department of Finance, the California Department of General Services, the California Department of Food and Agriculture, and their directors, officers, agents, servants, and employees, are made additional insured, but only insofar as the operations under this contract are concerned."

2.14 PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Proposer in: (1) preparing the proposal in response to this RFP No. 23-006; (2) submission of said proposal to District; (3) negotiating any matter related to this proposal; (4) preparation and submission of any bid protest related documents and materials; and (5) any other expenses incurred by Proposer prior to date of award.

District shall not, under any circumstance whatsoever, be liable for any expenses incurred by any Proposer before the execution of a contract resulting from this solicitation. Proposer shall not include any such expenses as part of the price as proposed in response to this RFP.

2.15 SIGNATURE

The Proposal Forms, Certifications, Letters, and all Documents **must be signed** with the Proposer's name as indicated. A Proposal by a corporation must be signed by a duly authorized officer, employee or agent.

2.16 SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP and it is found by District to meet the requirements of this RFP, additional detailed costs or financial data may be requested of the single Proposer. A cost or financial analysis may be performed by or on behalf of District of the financial proposal in order to determine if the proposal is fair and reasonable. The Proposer expressly agrees to such analysis by submitting a proposal in response to this RFP.

A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Financial Proposal. It is conducted by District to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the operational effort, and whether costs are allowable, allocable and reasonable. Any such analyses, including the results from that analysis, shall not obligate District to accept such a single proposal; and District may reject such proposal in its sole and absolute discretion.

2.17 JOINT OFFERS

Where two Proposers elect to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture.

2.18 TAXES

Proposer shall pay any and all taxes of whatever character that may be levied or charged upon the Premises, or upon the Renter's improvements, fixtures, equipment, or other property thereon or upon the Renter's use thereof.

2.19 NONASSIGNMENT

Any attempt by the Proposer, including any of Proposer's subcontractors, to assign, subcontract, or transfer all or any part of the agreement resulting from this RFP in any manner whatsoever shall be void and unenforceable without District's prior written consent; which consent may be granted or withheld in District's sole and absolute discretion. Assignment shall include a sale or any transfer of more than 50% of any corporate stock. Any such consent shall not relieve the Proposer from full and

direct responsibility for all services performed prior to the date of assigning, subcontracting, or transferring this agreement.

2.20 LOSS LEADER

It is unlawful for any person engaged in business within the State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the California Business and Professions Code.

2.21 UNANTICIPATED TASKS, TIME OR DELIVERABLES

In the event of unanticipated deliverables, additional time or additional work must be performed that is not identified in this RFP, but in District's opinion is necessary to successfully accomplish the statement of work or technical specifications, District will initiate a contract amendment to add time, deliverables or tasks. Unless otherwise indicated, all stipulated terms and conditions appearing in the resulting contract including fixed costs, unit pricing, expenses or rates will apply to any additional work.

2.22 CONFLICT OF INTEREST

This RFP process shall be governed by, and any resulting agreement executed by District with the successful Proposer will include, the following provision:

> "Contractor will comply with the requirements of California Government Code Section 1090 et seq. and any and all other ethics laws applicable to the performance of this Agreement. The Contractor may not perform services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Contractor's obligations pursuant to this Agreement. The Contractor agrees to cooperate fully with District and to provide any necessary and appropriate information requested by District or any authorized representative concerning potential conflicts of interest or prohibitions concerning the Contractor's obligations pursuant to this Agreement. Contractor may not employ any 22nd DAA director, official, officer or employee in the performance of this Agreement, nor may any director, official, officer or employee of District have any financial interest in this Agreement that would violate California Government Code Section 1090, et sq. Contractor acknowledges and understands that, if this Agreement is made in violation of Government Code Section 1090, et seq., this entire Agreement is void and Contractor will not be entitled to any compensation for Contractor's performance of this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse District for any sums paid to the Contractor under this Agreement. Contractor understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California. Any violation by the Contractor of the requirements of this provision will constitute a material breach of this Agreement, and District reserves all its rights and remedies at law and in equity concerning any such violations."

Proposers are required to document in writing to the Contact Person identified on the cover of this RFP any known, suspected, or potential conflict of interest with a 22nd DAA director, official, officer or employee and or their immediate family, whether contractual, ownership (including but not limited to any ownership interest in any corporation, partnership, association or other legal entity, or any stock option or other rights pertaining to any such entity), financial or employment related, in or involving this procurement or resulting agreement. See Certificate re California Government Code 1090 and Disclosure of Interests form included in this RFP. If any such interest arises at any time during the solicitation period, a full and complete written disclosure should be made immediately to District.

2.23 SCOPE OF WORK

See Sample Standard Agreement, Exhibit A entitled, "Statement/Scope of Work" that is included in Section 6.0 of this RFP. Exhibit A contains a detailed description of the services and work to be performed as a result of this RFP.

Exhibit A describes the work to be performed by the Proposer who is awarded the contract and contains the language, terms and conditions that shall be incorporated and will become a part of any contract awarded pursuant to this RFP.

2.24 RESULTING CONTRACT

If an award is made following the RFP process, and the Express Conditions identified in Section 2.9 of this RFP have been satisfied, any agreement between the successful Proposer(s) and District is not valid or enforceable unless and until that agreement is approved by 22nd DAA Board of Directors at a public meeting. The resulting agreement between District and the successful Proposer(s) will include the following documents:

A. The attached sample Standard Agreement including the Statement/ Scope of Work, Terms and Conditions, and Insurance Requirements
B. RFP 23-006 General Provisions (incorporated by reference)
C. Addenda to the RFP (No. 23-006) (incorporated by reference)
D. District's response to written questions and clarifications to the RFP (No. 23-006) (incorporated by reference)

<u>A proposer's unwillingness or inability to agree to the terms and conditions shown below or contained in any exhibit identified in this RFP may cause District to deem a proposer non-responsible and ineligible for an award.</u>

In general, District will not accept alterations to the General Terms and Conditions (GTC), Special Terms and Conditions, the Scope of Work or alternate Agreement/exhibit language submitted by a Proposer. District will consider a proposal containing such provisions "a counter proposal" and may reject such a proposal.

SECTION 3.0
RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

3.1 ERRORS

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Proposer shall immediately notify District of such error in writing, addressed to the Contact Person listed on the cover page of this RFP, and request modification or clarification of this document.

Modifications and clarifications by District, if any, will be made in writing by way of an addendum issued pursuant to paragraph 3.2 below.

3.2 ADDENDA

If necessary, District will modify the RFP prior to the date set for submission of final proposals, by issuance of a written addendum to all parties who have been furnished notice of the RFP for proposal purposes.

All Proposers should inquire from the Contact Person listed on the cover sheet whether any addenda have been issued prior to submitting a proposal in response to the RFP.

3.3 GROUNDS FOR REJECTION OF PROPOSAL

A proposal ***shall*** be rejected if -

- **Untimely**. If it is received at any time after the exact time and date set for receipt of proposals, as stated in Section 1.2. The Proposer is solely responsible for ensuring that the full proposal package is received by District in accordance with the solicitation requirements, prior to the date, time, and place specified. District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mis-delivery.
- **Multiple Proposals Submitted**. If the Proposer has submitted multiple proposals in response to this RFP, without formally withdrawing other proposals.
- **Not Signed**. If the Proposer does not provide a signed cover letter on the letterhead of the Proposer with the statement contained in Section 2.7, verbatim.
- **Timed Expiration to Proposal**. Proposal cannot be "timed" to expire on a specific date. For example, a statement similar to "this proposal and cost estimate are valid for sixty (60) days," is considered conditional and non-responsive to the RFP and shall be rejected.
- **Contractor Insurance Documentation Not Submitted**. If Contractor does not submit its own insurance documents and information.
- **Requires District to Make Purchases**. If a Proposal requires District to purchase software, equipment, unused devices, any aspect of the digital ticketing and redemption system or carnival game operation, or pay any additional fees or costs not specifically identified in this RFP.
- **No Addendum Acknowledgement (when applicable).** If the Proposer does not provide signed Addendum Acknowledgement. Written acknowledgment of receipt of all addenda must be noted on the Addendum Letter(s) in the space provided. Not applicable if no addenda released for this RFP.

A proposal ***may*** be rejected or the score of a proposal may be affected (at District's sole and absolute discretion), if -

- It is incomplete, or if it contains any alterations of form or other irregularities of any kind. District may, at its sole and absolute discretion, reject any proposal, all proposals, or part(s) thereof; re-advertise this RFP; postpone or cancel, at any time, this RFP process; reject any item(s), requirement(s), term(s) or condition(s); or waive any irregularities in a proposal or this RFP.
- It contains false or misleading statements or references which do not support attributes or conditions contended by the Proposer. (The Proposal shall be rejected if District determines, in its sole and absolute discretion, that the information was intended to mislead District in its evaluation of the proposal and the attribute, condition, or capability of meeting the requirements of this RFP.)

3.4 STATE'S RIGHT TO REJECT ANY OR ALL PROPOSALS

It is the policy of District not to solicit proposals unless there is a bona fide intention to award a contract. However, District may, at its sole and absolute discretion, reject any or all proposals, or parts thereof, or reject any item or items in this RFP, or impose conditions, or impose conditions, and waive any irregularities or technicalities not related to legal requirements. District may re-advertise this RFP; postpone or cancel this RFP, at any time, during the RFP process. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of District.

3.5 PROTESTS

Only Proposers may file a protest against the awarding of the contract.

The protest must be filed in writing with District's Contract Office **and** with the Department of General Services (DGS), as specified below:

Department of General Services
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Attention: Bid Protest Coordinator

22nd District Agricultural Association
2260 Jimmy Durante Blvd.
Del Mar, CA 92014
Attn: Contracts and Purchasing Manager

The protest **must be received by DGS and District no later than 4:00 p.m.** on the fifth working day after Notice of Intent to Award was posted. For purposes of this section, "working day" shall mean any day that District's and DGS' offices are open to the public to conduct business. Requests for an extension of time outside this timeframe will not be considered. The written protest must be delivered to District and DGS via mail, email, courier, or in person. The failure to timely file a protest shall constitute an irrevocable waiver of the Proposer's right to protest. Upon the expiration of this protest period, if no protest has been filed, the contract may be awarded.

The initial protest letter must include the name, address, and telephone number of the protestant and of the person representing the protesting party, if any, and must be signed by the protestant or the protestant's representative. The initial protest letter may, but is not required to, contain the information described in the following Paragraph.

IN ADDITION, within five (5) calendar days after filing the initial protest letter, the protestant shall file with District's Contract Office and DGS Legal Office a fully detailed and complete written statement specifying the grounds for the protest, including without limitation, all facts, supporting documentation, legal authority and arguments in support of the bid protest. Any grounds not raised in this written statement will be deemed waived by the protesting party.

PLEASE NOTE: The procedures and time limits set forth in this section are mandatory. Failure to file with District **and** DGS Legal Office (i) notice of protest by the conclusion of the fifth working day after notice of intention to award a contract has been posted and (ii) a complete detailed written statement within five (5) calendar days of filing the protest stating grounds for protest will result in the Protester's protest being deemed untimely and grounds for protest waived. Protests shall be limited to the grounds contained in Public Contract Code, Section 10345.

3.6 DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of District.

All proposals, evaluations and scoring sheets shall be available for public inspection at the conclusion of the Committee scoring process and announcement of a Notice of Intent to Award, or cancellation of the RFP. If an individual or entity requests copies of these documents, District will assess a fee to cover duplicating costs. Documents may be returned only at District's option and at the Proposer's expense. One original and one (1) copy of each Proposer's proposal shall be retained for official 22nd DAA files.

3.7 CONFIDENTIALITY OF PROPOSALS

District will hold the contents of all proposals in confidence until issuance of the Notice of Intent to Award; once issued and posted, no proposal will be treated as confidential. Proposals submitted are not to be copyrighted.

3.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Any proposal which is received by District before the time and date set for receipt of proposals may be withdrawn or modified by written request of the Proposer. However, in order to be considered, the modified proposal must be received by the time and date set for receipt of proposals in Section 1.2 and any prior proposals must be formally withdrawn.

A Proposer cannot withdraw or modify a proposal after the due date and time for receipt of proposals, but the Proposer may request in writing that District withdraw the Proposal from further contention.

3.9 EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Proposer represents that it is not a target of Economic Sanctions. Should the District determine Proposer is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Proposer's proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the District.

SECTION 4.0
EVALUATION, SELECTION AND SCORING PROCESS

Each proposal shall be evaluated for ability to best meet District's needs as described in this RFP. This section describes the process that the Committee will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the Committee may hear presentations. Presentations are for clarification purposes only. The Proposer will not be allowed to ask questions concerning other proposals and may only respond to clarification questions from the Committee. Proposals cannot be amended by the Proposer after the time and date designated for receipt.

4.1 EVALUATION AND SELECTION PROCESS (This is not for public review.)

A. Following the deadline for receipt of proposals, as stated in the RFP schedule, each proposal will be examined to determine if:

- The proposal was received by the deadline time and date;
- The RFP's physical format requirements were met as determined by District in its sole and absolute discretion; and

B. Proposals that meet the submittal format requirements, as stated in the previous paragraph "A," will be deemed responsive and submitted to the Committee for:

- **Evaluation of Technical Proposal – Relevant Experience and Qualifications, Method of Approach, Presentation (Maximum 70 points possible)**
- **Evaluation of Financial Proposal – Cost/Price Component (Maximum 30 points possible)**

Proposals that do not present the information in the format required may be rejected as non-responsive or their score may be affected. Proposals that do not meet the mandatory requirements identified in the RFP will be rejected.

C. District reserves the right to verify any known relevant experience and or references disclosed in the proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification or receipt of a lower score.

D. The Committee will evaluate each responsive proposal and assign points to the technical proposal based on the criteria outlined in Section 4.2 below.

E. Review of the technical proposal is conducted by the Committee without influence of price.

F. The Committee may schedule Zoom presentation(s) with responsive Proposers. Length of time for presentations to be determined. Proposers are encouraged to include staff and subcontractors that Proposer considers important to the presentation. The presentation must be consistent with the Proposal and it may not in any way modify or add to the written Proposal. Attempts to use the presentation to change or modify the proposal will disqualify the Proposal and remove it from any further consideration. Proposers are not allowed to ask any questions. Following the presentation, the Committee may interview the Proposer and ask for clarification of the proposal. Following any presentation(s), the Committee members may decide to re-score proposals based on clarification gained by the presentation.

G. In order to obtain the average technical score for each Proposer, the total points of each reviewer will be added up for each Proposer and the result divided by the number of people on the Committee.

H. The "Financial Proposal" will then be scored based on the criteria outlined in section 4.2.3 below. The financial score will be added to the technical score to achieve the overall score for each proposer. Certified small business Proposers, who have included in their proposal a copy of their Small Business Certification Approval Letter, shall be granted a preference of five percent (5%).

I. Selection of the award is based on the **highest total score** of the responsive proposals.

J. In the event of a tie on the highest total score between two Proposers, the tie will be broken by the toss of a coin by the Contracts Department representative, or designee, in the presence of any authorized representatives of the Proposers. In the event of a tie on the highest total score among three or more Proposers, the tie will be broken by the following method: In the presence of any authorized representatives of the Proposers, (1) the Contracts Manager, or designee, shall write the name of each Proposer on a slip of paper; (2) the Contracts Manager, or designee, shall place each slip of paper containing each Proposer's name in a hat; and (3) the Contracts Manager, or designee, shall select one slip of paper from the hat. The name on the piece of paper selected from the hat by the Contracts Manager, or designee, shall be the deemed the winning Proposer.

K. All Proposers will be notified of the results. District will post a Notice of Intent to Award online at https://delmarfairgrounds.com/about-us/public-information/#bids as well as at District's Administration Offices for five (5) working days before officially awarding the contract. In addition, a copy of the Notice of Intent to Award will be emailed to each Proposer.

4.2 SCORING PROCESS - CRITERIA & COMPOSITION, DETERMINATION OF POINT TOTALS

Scoring consists of two components, the "Technical Proposal" (relative experience and qualifications, management plan, business plan, and financial strength and stability) with a maximum value of 70 points and the "Financial Proposal" with a maximum value of 30 points for a combined value of 100 points.

4.2.1 TECHNICAL PROPOSAL (Maximum 70 points possible)

The following describes the Technical Proposal evaluation criteria for scoring and composition that will be used to determine point values for Highest and Best Use Feasibility services. Based upon the information/composition provided in the "Technical Proposal" a point value will be determined by the Committee for each category described below. The Committee will utilize percentage ratings that will then be translated into the Proposer's point score for the particular component of the proposal being evaluated.

- **Relevant Experience and Qualifications (25 Points Possible)**
- **Method of Approach (25 Points Possible)**
- **Presentation (20 Points Possible)**

4.2.2 TECHNICAL EVALUATION RATING STANDARDS

Based on the information provided by the Proposer in the "Technical Proposal," the Committee will rate each Proposal using the standards described in the following table. These standards, and their associated percentage ratings, will be translated into the Proposer's point score, as described above, for the particular component of the proposal being evaluated.

RATING STANDARDS

Percentage	Description
Non-Compliant 0%	Fails to address the component or the Proposer does not describe any experience related to the component.
Poor 1-40%	Minimally addresses the section, but one or more major considerations of the component are not addressed, or so limited that it results in a low degree of confidence in the Proposer's response or proposed solution.
Fair 41-60%	The response addresses the section adequately, but minor considerations may not be addressed. Acceptable degree of confidence in the Proposer's response or proposed solution.
Good 61-80%	The response fully addresses the section and provides a good quality solution. Good degree of confidence in the Proposer's response or proposed solution.
Excellent 81-90%	All considerations of the section are addressed with a high degree of confidence in the Proposer's response or proposed solution.
Outstanding 91-100%	All considerations of the section are addressed with the highest degree of confidence in the Proposer's response or proposed solution. The response exceeds the requirements in providing a superior experience, a creative approach or an exceptional solution.

Evaluators will score the Proposals based on percentages for levels of quality. The percentages will then be translated to points based upon the weight for the particular factor. For example, if a Proposer, under the category "Relevant Experience and Qualifications" (maximum 25 points) is determined to be "Excellent 90 %" it will receive 22.5 points (0.9 x 25). If another Proposer in the same category is "Fair 70%" it will receive 17.5 points (0.7 x 25).

4.2.3 FINANCIAL PROPOSAL – Cost/Price Component (Maximum 30 points possible)

The financial proposal that generates the least expense for District shall receive 30 points. The score for each of the lesser financial proposals shall be determined utilizing the following formula: the next highest financial proposal being scored will be divided by the highest financial proposal and then multiplied by 30 points (e.g. $400,000 ÷ $450,000 = .8889 x 30 = 26.6670 points). The score for each of the lesser financial proposals shall be rounded to the nearest thousandth of a percentage point using conventional rounding procedures. Specifically, if the digit in the ten-thousandths place is less than 5, the digit in the thousandths place remains the same; if the digit in the ten-thousandths place is equal to or greater than 5, the digit in the thousandths place rounds up to the next digit (e.g., 38.7655 would round to 38.766; 38.7654 would round to 38.765).

SECTION 5.0
REQUIRED FORMS, DOCUMENTS AND EXHIBITS SECTION

5.1 FORMS AND DOCUMENTS TO BE COMPLETED AND OR SUBMITTED BY PROPOSER

- Proposer/Contractor Status Form**
- Certificate re California Government Code 1090 Disclosure of Interests Form
- Financial Proposal Form
- Payee Data Record
- Proposer References Form
- Contractor Certification Clauses
- Bidder's Declaration Form (if applicable, to be completed to account for all applicable subcontractors)
- Subcontractor Declaration Form (if applicable, to be completed by any applicable subcontractor)
- Disable Veteran Business Enterprise Declaration
- Darfur Contracting Act Certification
- California Civil Rights Laws Certification
- Iran Contracting Act Verification
- Proof/Evidence of Insurance (i.e. Insurance Certificate), as described in Section 2.13
- Small Business Documentation, if applicable, as described in Section 2.10
- Technical Proposal, as described in Section 4.2.1

** If the Proposer/Contractor Status Form is not **completely filled out, signed and submitted with Proposer's response to the bid process, the bid will be rejected as non-responsive.**

5.2 THESE DOCUMENTS WILL BECOME PART OF THE CONTRACT *TO BE* AWARDED AND EXECUTED BY THE PROPOSER AND DISTRICT (samples of which are attached)

- Sample Standard Agreement (Section 6.0)
- Special Contract Terms and Conditions (see Sample Standard Agreement)
- General Contract Terms and Conditions (see Sample Standard Agreement)
- Insurance Requirements (see Sample Standard Agreement)
- Preventing Storm Water Pollution (see Sample Standard Agreement)
- 22nd DAA Conservation Policy (see Sample Standard Agreement)

5.3 REFERENCE MATERIAL

Facilities Maps

FORMS

RFP No. 23-006, Highest and Best Use Feasibility Consultant

Proposer / Contractor Status Form – 2 Pages

Certificate and Disclosure of Interests – 2 Pages

Financial Proposal Form – 2 Pages

Payee Data Record – 2 Pages

Proposer References Form – 1 Page

Contractor Certification Clauses – 4 Pages

Bidder's Declaration – 2 Pages

Subcontractor Declaration Form – 1 Page

Disable Veteran Business Enterprise Declaration – 1

Page California Civil Rights Laws Certification - 1 Page

Darfur Contracting Act Certification – 1 Page

Iran Contracting Act Verification – 2 Pages

BIDDER/CONTRACTOR STATUS FORM

RFP/IFB No. _____

Bidder/Contractor _____
(full business name)

Address _____ City _____
(principal place of business)

State _____ Zip Code _____ Federal Employer ID # _____

Status of Contractor Proposing to do Business (Please check one)

_____ Individual _____ Limited Partnership _____ General Partnership _____ Corporation

Individual (Please check one) _____ Resident _____ Non-Resident

If a sole proprietorship, state the true full name of sole proprietor: (i.e., John Roe Smith, not J. Roe Smith or not John R. Smith)

_____

Partnership (Please check one) _____ General Partnership _____ Limited Partnership

If a partnership, list each partner, identifying whether limited partner(s), stating their true full name and their interest in the partnership:

_____

_____

_____

_____

Corporation

Place and date of incorporation _____

If not a California Corporation in good standing, please state the date the corporation was authorized to do business in California: _____
(Date)

Current officers

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officers: _____ Other Officers: _____

RETURN THIS FORM WITH YOUR BID - Page 1 of 2

BIDDER/CONTRACTOR STATUS FORM (continued)

RFP/IFB No. _____

All must answer:

Are you subject to Federal Backup Withholding? _____ **Yes** _____ **No**

Fictitious Name

If contractor is doing business under a fictitious business name and will be performing under the fictitious name, please attach a clearly legible copy of the current fictitious filing.

Small Business Preference

Are you claiming preference as a small business in reference to this RFP/IFB? _____ **Yes** _____ **No**

If yes, the Bidder is required to submit a copy of the Small Business Certification Approval Letter with the technical Bid package.

Your small business ID number: _____

Pending Litigation or Hearings

List any civil or criminal litigation, administrative hearings currently pending or filed against the Bidder's organization, owners, officers or employees, within the last three years. State the case number, cause of action, agency or court where pending and status of litigation or hearing; attach additional pages if needed.

_____

_____

_____

The 22nd DAA reserves the right to verify the information provided on this form by the Bidder under the RFP/ IFB process.

I declare under penalty of perjury that the above information is true and correct, and that I am authorized to sign this Bidder/Contractor Status Form on behalf of the Bidder/Contractor.

_____ _____

(Print Name) (Signature)

_____ _____

(Print Title) (Date)

If this status form is not completely filled out, signed and submitted with Bidder's Bid, the Bid will be rejected as non-responsive.

RETURN THIS FORM WITH YOUR BID - Page 2 of 2

Certificate re California Government Code 1090 and Disclosure of Interests

RFP/IFB No. _____

I _____ as a representative of
Print Name

_____
Name of Bidder/Proposer

and with the authority, acknowledge that, the above Bidder/Proposer has read, understands, agrees to comply with the requirements of California Government Code Section 1090 et seq. and any and all other conflict of interest and ethics laws applicable to the performance of this Agreement.

If Bidder/Proposer is awarded the prospective contract described in the IFB/RFP, Bidder/Proposer agrees that it will be barred from entering into any financial relationships with any person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Bidder's/Proposer's obligations pursuant to this IFB/RFP or any resulting Agreement. The Bidder/Proposer agrees to cooperate fully with the 22nd District Agricultural Association (22nd DAA) as well as to provide any necessary and appropriate information requested by the 22nd DAA or any authorized representative as relevant to actual or potential conflicts of interest or prohibitions concerning the IFB/RFP or any resulting Agreement.

The Bidder/Proposer understands, acknowledges, and agrees that:

- Bidder/Proposer may not employ any 22nd DAA director, official, officer or employee in the performance of the resulting Agreement.
- No director, official, officer or employee of the 22nd DAA may have any financial interest in the resulting Agreement that would violate California Government Code Section 1090, et sq. and/or any other applicable conflict of interest laws.
- Any Agreement awarded pursuant to the IFB/RFP made in violation of Government Code Section 1090, et seq., may be considered void and the Bidder/Proposer may not be entitled to any reimbursement or compensation for the Bidder/Proposer's performance of the resulting Agreement, including reimbursement of expenses.
- Any violation of the applicable conflict of interest laws, including but not limited to Government Code section 1090, et seq. may constitute a material breach of the IFB/RFP and any resulting Agreement, and the 22nd DAA reserves all its rights and remedies at law and in equity concerning any such violations.

The Bidder/Proposer agrees to document in writing to the Contact Person identified on the cover of the IFB/RFP any known, suspected, or potential financial or familial interest with any 22nd DAA director, official, officer or employee and/or their immediate family, whether contractual, ownership (including but not limited to any ownership interest in any corporation, partnership, association or other legal entity, or any stock option or other rights pertaining to any such entity), financial or employment related. If any such interest arises at any time during the solicitation period, a full and complete written disclosure should be made immediately to the Contact Person identified on the cover of the IFB/RFP.

RETURN THIS FORM WITH YOUR BID/PROPOSAL – Page 1 of 2
Certificate re CGC 1090 and Disclosure Form

Certificate re California Government Code 1090 and Disclosure of Interests

IFB/RFP No. _____
"Continued"

- ❑ I certify that I have **no** known suspected family or business relationships with any director, officer, official, or employee of the 22nd DAA. If my status with regard to the above changes, I understand that I must notify the Contact Person listed on the cover of the IFB/RFP immediately.

- ❑ I disclose the following relationships with and value received from and/or paid to the persons listed on the attached page. ***(Provide in writing a detailed description of known or potential financial interests with any and all directors, officers, officials, or employees of the 22nd DAA)***

NOTICE: THIS CERTIFICATE AND ITS EXECUTION HAVE SIGNIFICANT LEGAL CONSEQUENCES. ALL BIDDERS/PROPOSERS ARE ENCOURAGED TO SEEK LEGAL COUNSEL. THE 22ND DAA DOES NOT AND CANNOT PROVIDE ANY LEGAL ADVICE REGARDING THIS CERTIFICATE.

I certify under penalty of perjury that the foregoing is true and correct:

_____
(NAME OF BIDDER/PROPOSER)

_____
(SIGNATURE)

_____
(PRINT NAME)

_____
(TITLE)

_____
(DATE)

RETURN THIS FORM WITH YOUR BID/PROPOSAL – Page 2 of 2
Certificate re CGC 1090 and Disclosure Form

FINANCIAL PROPOSAL FORM

Proposer offers to provide Highest and Best Use Feasibility services as described in the statement/scope of work of this RFP. The "Financial Proposal Form" will be used to determine the "not to exceed" amount of the contract. Proposer shall bid a flat rate to cover the time period and staffing requirement as outlined in the Scope of Work to Be Performed.

District reserves the right to increase number of projects or hours as necessary.

The price quotes below shall be inclusive of all wages, allowances, supervision, insurance(s), material, labor, taxes, certificate, license, travel, meal reimbursements, hotel accommodation, equipment, transportation, fuel,or any other related services required. District shall not be billed for any costs that were not specifically included in the contract.

Procedure for hourly rate:
When additional services beyond those identified in the Scope of Work are needed, District will notify the Contractor of its objective goal. Contractor will then submit the estimated number of staff and hours required. District will review and give pre-approval before service can be provided.

ALL PROPOSERS MUST DECLARE LIST OF STAFF TO BE USED FOR ANY ADDITIONAL PROJECTS BASED ON AN HOURLY RATE. PROPOSERS SHOULD USE DUPLICATE PAGES IF MORE SPACE TO ADD TO LIST OF STAFF IS NEEDED. FAILURE TO DISCLOSE LIST OF STAFF TITLES AND HOURLY RATES WILL RESULT IN DISQUALIFICATION.

DISTRICT WILL USE THE AVERAGE HOURLY RATE X 1000 (ESTIMATED HOURS) FOR EACH YEAR FOR PROPOSAL EVALUATION, HOWEVER CONTRACT WILL BE BASED ON ACTUAL HOURS. ADDITIONAL SERVICES HOURS ARE NOT GUARANTEED.

PROPOSERS MUST USE PROVIDED FINANCIAL PROPOSAL FORM. ANY CHANGES OR MODIFICATIONS WILL RESULT IN DISQUALIFICATION.

PART ONE: FLAT FEES

Year One: 2023

Per Month Flat Fee		Months		Part One Total
$_____	X	12	=	$_____

Option Year One: 2024

Per Month Flat Fee		Months		Part One Total
$_____	X	12	=	$_____

FINANCIAL PROPOSAL FORM

Option Year Two: 2025

Per Month Flat Fee		Months		Part One Total
$_____	X	12	=	$_____

PART TWO: ADDITIONAL SERVICES (UNANTICPATED TASKS)

List of Staff Title:	2023	2024 (Option Year 1)	2025 (Option Year 2)
	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR
Average Hourly Rate =	**$_____/HR**	**$_____/HR**	**$_____/HR**
Part Two Total (Average HR X 1000) =	**$_____**	**$_____**	**$_____**

Total Paid to Contractor (sum of totals from Part One and Part Two)	Year One 2023	Option Year One 2024	Option Year Two 2025
	$_____	$_____	$_____
Grand Total for Evaluation Purposes (sum of three annual totals above)		$_____	

FINANCIAL PROPOSAL FORM

Are you claiming preference as a small business? _____ Yes _____ No

_____ _____
FIRM NAME FEDERAL IDENTIFICATION NUMBER

_____ _____
COMPLETE MAILING ADDRESS TELEPHONE NUMBER

_____ _____
CITY, STATE, ZIP CODE EMAIL ADDRESS

By his/her signature on this bid form, Bidder certifies that he/she has read and understands the RFP package, including the information regarding protest procedures. Further, Bidder certifies that the information provided by Bidder is accurate, true and correct and not intended to mislead the 22nd DAA in any manner.

_____ _____
PRINT NAME & TITLE SIGNATURE

_____
DATE

Print Form | Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION	
MAILING ADDRESS	**FAX**	**TELEPHONE** *(include area code)*

CITY	STATE	ZIP CODE	E-MAIL ADDRESS

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

PROPOSERS/BIDDERS REFERENCES FORM

22nd DAA may, at its option, use information gained by conducting reference checks with references provided or from the individuals who have had contracts with the Proposer/ Bidder. The Proposer/Bidder shall be given the opportunity to respond to unfavorable information which has been acquired from references other than those provided by the proposer.

Each form must be signed by the Proposer/Bidder confirming that the information provided is true and accurate.

REFERENCE #1:	
Company Name:	
Contact Name:	**Phone:**
Address:	
Email Address:	
Services Provided:	
Notable Outcomes:	
REFERENCE #2:	
Company Name:	
Contact Name:	**Phone:**
Address:	
Email Address:	
Services Provided:	
Notable Outcomes:	
REFERENCE #3:	
Company Name:	
Contact Name:	**Phone:**
Address:	
Email Address:	
Services Provided:	
Notable Outcomes:	

By signing this form, "Proposers/Bidders References Form," I am affirming that all of the information provided is true and accurate.

_____ _____
Signature Title

_____
Date

RETURN THIS FORM WITH YOUR PROPOSAL/BID

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Solicitation Number_____

BIDDER DECLARATION

1. Prime bidder information **(Review attached Bidder Declaration Instructions prior to completion of this form)**:

a. Identify current California certification(s) **(MB, SB, NVSA, DVBE):** _____ **or None** ____ (If "None", go to Item #2)

b. Will subcontractors be used for this contract? **Yes** ___ **No** ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

_____

_____

c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ___ **No** ___
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ___ **No** ___ **N/A** ___

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					☐	☐
					☐	☐
					☐	☐

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Page_____ of _____

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

---

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. *(continued)* **Column Labels**

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "**N/A**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

SUBCONTRACTOR'S DECLARATION (Form)

(This form must be completed by every subcontractor)

I, _____, declare as follows:

I am the owner, or an officer or director of the owner (Subcontractor), of the items listed at the bottom of this subcontractor's declaration (attach additional sheet if necessary). I am providing this equipment to the following Bidder/Prime Contractor_____ for use during the duration of the IFB/RFP terms.

The statements made herein are true of my own knowledge, except as to those statements that are made on information and belief, and as to those statements, I believe them to be true.

The State of California, the 22nd DAA and the San Diego County Fair are not partnering to any agreement between me, the Subcontractor, and the Bidder/Prime Contractor regarding the described items and concerning use of the items.

I understand that it is my responsibility to ensure that all requirements set forth in the IFB/RFP regarding the equipment including but not limited to the following: (1) all insurance policies, required licenses and permits, and statements are current and valid at the time of award of any contract and during performance of an awarded contract.

I hereby hold harmless the State of California, the 22nd DAA, the San Diego County Fair, their employees and officers from any and all liability arising from use of the item(s) at any time during its transportation to or from, during installation or removal from, or while in operation at the 22nd DAA property or San Diego County Fair.

I am the owner or authorized to sign contracts on behalf of the owner.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that this declaration is signed this _____day of_____, 2022.

Legal Name of Owner _____

Address: _____

Phone Number: _____

Signed by: _____ _____

Name Title

Signature: _____

RETURN THIS FORM WITH YOUR BID/PROPOSAL

SUBCONTRACTOR'S DECLARATION (Form)

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)
Formerly STD. 843

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____
(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE **(attach additional pages with sufficient signature blocks for each person to sign)**:

_____ _____ _____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)

_____ _____ _____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2,* subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE **(attach additional pages with signature blocks for each person to sign)**:

_____ _____
(Printed Name) (Signature) (Date Signed)

_____ _____ _____
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE **(attach additional pages with sufficient signature blocks for each person to sign)**:

_____ _____ _____
(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

Page ____ of ____

PRINT CLEAR

CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT

DGS OLS 04 (Rev. 01/17)

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

IRAN CONTRACTING ACT VERIFICATION FORM
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of $1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:
Department of General Services Procurement Division Iran Contracting Act List

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in*

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

REFERENCE MATERIAL

RFP No. 23-006, Highest and Best Use Feasibility Consultant

22nd DAA Facilities Maps – 4 Pages

REFERENCE MATERIAL
FACILITIES MAPS

22nd DAA Facilities

REFERENCE MATERIAL
FACILITIES MAPS

Del Mar Fairgrounds

REFERENCE MATERIAL
FACILITIES MAPS

Horse Park

REFERENCE MATERIAL
FACILITIES MAPS

Surf and Turf

SECTION 6.0
SAMPLE STANDARD AGREEMENT

The following pages outline the Statement/ Scope of Work and Terms and Conditions of the Agreement that the winning Proposer and District will enter into as a result of this RFP.

SCO ID: N/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-006	N/A

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

January 1, 2023

THROUGH END DATE

December 31, 2023

3. The maximum amount of this Agreement is:

TBD

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhitib D Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA RESOURCE CONSERVATION POLICY	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-006	N/A

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME 22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)			
CONTRACTING AGENCY ADDRESS 2260 Jimmy Durante Boulevard	CITY Del Mar	STATE CA	ZIP 92014
PRINTED NAME OF PERSON SIGNING Carlene Moore	TITLE Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) FAC §4051 .a. 1		

EXHIBIT A
STATEMENT/SCOPE OF WORK TO BE PERFORMED

A. This section describes an overview of the work to be performed by the Proposer who is awarded the contract and contains the language, terms and conditions that shall be incorporated and will become a part of any contract awarded pursuant to this RFP.

B. BACKGROUND AND GOALS

The principal objectives for the highest and best use analysis study include:

- Evaluating opportunities for enhanced development of the various District properties congruent with District's mission of offering agricultural, educational, recreational and entertainment opportunities to San Diego County residents.
- Analyzing the opportunity for success of prospective land uses within the context of Purpose, Mission, Vision, Values, and Objectives of District.
    - Objectives
        - Connection
        - Environmental stewardship
        - Net revenue generation
        - The Fair – fundamentally why District exists
        - Serving as a resiliency center and resource
- Developing a pragmatic, fiscally responsible land use plan, including appropriate upgrades and improvements to existing facilities and grounds and the addition of new facilities to support current and new program opportunities.
- Presentation of options for funding improvements.
- Public and community thought leader engagement.

C. WORK TO BE PERFORMED

Contractor shall provide qualified personnel capable of providing the services described herein.

Contractor and its personnel shall have the capacity to work efficiently and in a collaborative manner with a multi-disciplined team including District Board of Directors, Executive Leadership Team, and staff.

Contractor shall maintain the appropriate level of community thought leader engagement in the feedback process, serving as a liaison for communication relative to the findings, options, recommendations, etc.

Contractor shall develop a Highest and Best Use Feasibility Model (HABU) and strategy that aligns with the Purpose, Mission, Vision, Values, and Objectives of District in support of local/regional community demographics and socioeconomics. The HABU shall include but not be limited to:

- Comprehensive market research and statistical analysis
- Market studies to define opportunities and risks for proposed types of uses
- Feasibility of highest and best use options based on return on investment
- Economic impact projections

EXHIBIT A
STATEMENT/SCOPE OF WORK TO BE PERFORMED

- Necessary staffing levels for efficient and effective operations

Contractor shall provide a comprehensive and thorough analysis of each HABU in terms of market and economic trends in the form of Pro Forma and Financial Forecasts that make recommendations for successful project development and expresses the return on investment.

Contractor shall assist in Implementation Planning through the development of an execution timeline, expected cash outflows, key milestones, and necessary deliverables.

Contractor shall produce a Final Report including but not limited to an executive summary, details of the outcomes of the scope of services above, pro forma, high-level cost estimate, high-level implementation schedule, and recommendations.

Contractor shall provide options for optimal facility program (high-level space planning) including high-level estimated construction and soft costs.

All work will be performed under the direction and supervision of District.

D. GENERAL PERSONNEL SERVICES AND REQUIREMENTS

Contractor and its personnel will conduct themselves in a thoroughly professional manner at all times. Contractor's personnel shall exhibit a high level of customer service at all times.

E. DISTRICT ROLES AND RESPONSIBILITIES

District will provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. Contractor shall not accept instructions from or convey information to anyone not included on the personnel list provided by District.

F. The Project Representatives during the term of this Agreement will be:

22nd District Agricultural Association	Contractor: TBD
Name: TBD	Name:
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address:
Phone:	Phone:
e-mail:	e-mail:

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the relevant invoices, the District agrees to compensate the Contractor in accordance with the method and rates outlined in the Financial Proposal Form.

B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

22nd District Agricultural Association
Del Mar Fairgrounds
Attn: Accounts Payable
2260 Jimmy Durant Blvd.
Del Mar, CA 92014

Alternatively, invoices can be submitted electronically to accountspayable@sdfair.com.

C. The invoice shall contain the following information:

1. The word "INVOICE" should appear in a prominent location at the top of page(s);
2. Printed name of the Contractor;
3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
4. The date of the invoice;
5. The number of the Agreement upon which the claim is based; and
6. An itemized account of the services for which the District is being billed;
   a) The time period covered by the invoice, i.e., the term "from" and "to";
   b) A brief description of the services performed;
   c) The method of computing the amount due.
   d) The total amount due; this should be in a prominent location and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this Agreement

2. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit C
General Terms and Conditions (GTC 04/2017)

1. APPROVAL: This Agreement is of no force or effect until signed by both partiesand approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall bevalid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal writtenamendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records forpossible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interviewstaff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may beinjured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of suchtermination the State may proceed with the work in any manner deemed proper bythe State. All costs to the State shall be deducted from any sum due the Contractorunder this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees ofContractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

Exhibit C
General Terms and Conditions (GTC 04/2017)

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, orsupplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any personon the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information,marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representativesof the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no caseless than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require toascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of thisclause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSEScontained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein,shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted inaccordance with the laws of the State of California.

Exhibit C
General Terms and Conditions (GTC 04/2017)

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifiesthat if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the followingdefinitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General maybring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 ofthe Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effectiveat the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one yearfrom such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5of Division 9 of the Family Code; and

Exhibit C
General Terms and Conditions (GTC 04/2017)

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the namesof all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreementis unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excessof $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATIONREPORTING REQUIREMENTS**:**

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as maybe specified elsewhere in this Contract) report to the awarding departmentthe actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

20. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address ofthe DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

21. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “lossleader” as defined in Section 17030 of the Business and Professions Code. (PCC10344(e).)

Exhibit D
SPECIAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until duly accepted and signed by both parties and approved by the Department of Food & Agriculture, if required. Contractor may not commence performance until such approval has been obtained.

2. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of California ("State"), the 22nd District Agricultural Association ("District") aka Del Mar Fairgrounds ("Fairgrounds"), and their respective agents, directors, and employees (collectively the "District") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the District. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the District with respect to the sole negligence or willful misconduct of the District, its employees, or agents (excluding the Contractor herein, or any of its employees or agents.)

3. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District. In no way does this Agreement create a partnership, joint venture, landlord-tenant, principal-agent or such similar relationships between the parties.

4. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the District and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. Appearance, Conduct, or Demeanor

Contractor and Contractor's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Contractor's employee will be prominently displayed at all times.

Contractor understands and agrees that District management, at its sole discretion, may determine that a person or agent utilized by Contractor in the performance of this contract, due to his or her appearance, conduct, or demeanor may be unacceptable to the District, if it is determined that such appearance, conduct, or demeanor is detrimental to District's operations. Contractor agrees to remove such person or agent from operations arising out of this contract. Determination by District management regarding these matters shall be final.

Exhibit D
SPECIAL TERMS AND CONDITIONS

Contractor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the District to Contractor or its employees.

6. Smoking Policy

By signing this Contract, the Contractor hereby certifies that they have read, understand, and will comply with State Law and the District's Smoking Policy, as follows:

State law expressly prohibits smoking in all buildings and enclosed areas on the Del Mar Fairgrounds. A no smoking zone also exists within **20** feet of any entrance to a building on the Fairgrounds. In addition, as a matter of public health and courtesy, the District's policy is to attempt to provide a smoke-free environment to all nonsmoking individuals here to conduct business or members of the public, whether they are congregating within a building or outside on the grounds. Contractors, Subcontractors and their employees wishing to smoke in an outside location while on break are expected to be sensitive to the needs of nonsmokers at all times.

Please Note: During the San Diego County Fair, the entire Fairgrounds is smoke free. Smoking is only allowed in designated smoking areas. All Contractors, Subcontractors, and their employees must comply with the law. It is the responsibility of the Contractor/Subcontractor to ensure that all employees are informed of and comply with this policy.

7. Nonexclusively

Contractor understands and agrees that this is a nonexclusive Agreement. District may hire other contractors for work of a similar or identical nature.

8. Licenses and Permits

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the District a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.
In the event, any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

9. Fire Regulations

Contractor agrees to observe and comply with all fire regulations as prescribed by the State Fire Marshall.

10. Settlement of Disputes

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of informally within a reasonable period of time of ten days between the Contractor

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SPECIAL TERMS AND CONDITIONS

and District Contract's Manager, or other normally responsible for the administration of this contract, shall be brought to the attention of the District's Chief Executive Officer (or designated representative) of each organization for joint resolution (Public Contract Code Section 22200 and California Code of Regulations, Title 1, Section 300 et seq.).

In the event of such an informally unresolved dispute, Contractor shall file a "Notice of Dispute" with the District Contracts Manager and Chief Executive Officer within ten (10) days upon failure to informally dispose of such a dispute. The decision of District's Chief Executive Officer shall be final.

11. Conflict in Terms & Conditions

Where the terms of this Agreement or District/State's documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in the Contractor's proposal or Contractor's documents, both parties agree that the terms set forth in District/State's documents shall supersede and take precedence over Contractor's proposal or Contractor's documents.

12. Termination

The District reserves the sole and exclusive right to terminate this Agreement, at any time, with or without cause, by giving the Contractor notice in writing at least thirty (30) calendar days prior to the date when such termination shall become effective. Such termination shall relieve the District of any further payments, obligations, and/or performances required in the terms of the contract.

If by any reason the District is unable to perform their obligations in connection with this Agreement, as a result of any Act of God, war, epidemic, accident, fire, public emergency, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

13. Excise Tax

The State of California/District is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The District will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended or any provision hereof waived, other than by written instrument executed by both parties.

15. Ban

The mass release of helium balloons is strictly prohibited.

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SPECIAL TERMS AND CONDITIONS

16. Drone Policy

The operation or use of any drones, unmanned aircraft/flying systems, and remotely-controlled or radio-controlled flying machines (whether or not motorized) of all types, shapes, and sizes (collectively, "drones") at any time on the property of the District is prohibited under all circumstances except pursuant to the terms and conditions of written permission from the District. This policy applies to all individuals, persons, companies, and business entities and includes, but is not necessarily limited to, promoters, tenants, renters, patrons, visitors, and guests.

Permission to stay or remain on District property may, in the discretion of the District, be revoked for any person[s] in violation of this policy.

17. California Franchise Tax Board

Contractor may be subject to State withholding by the Franchise Tax Board (refer to Exhibit B).

18. Conflict Of Interest Prohibition

Contractor will comply with the requirements of California Government Code Section 1090 et seq. and any and all other ethics laws applicable to the performance of this Agreement. The Contractor may not perform services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Contractor's obligations pursuant to this Agreement. The Contractor agrees to cooperate fully with the District/State and to provide any necessary and appropriate information requested by the District/State or any authorized representative concerning potential conflicts of interest or prohibitions concerning the Contractor's obligations pursuant to this Agreement. Contractor may not employ any District/State director, official, officer or employee in the performance of this Agreement, nor may any director, official, officer or employee of the District/State have any financial interest in this Agreement that would violate California Government Code Section 1090, et sq. Contractor acknowledges and understands that, if this Agreement is made in violation of Government Code Section 1090, et seq., this entire Agreement is void and the Contractor will not be entitled to any compensation for Contractor's performance of this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the District/State for any sums paid to the Contractor under this Agreement. Contractor understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California. Any violation by the Contractor of the requirements of this provision will constitute a material breach of this Agreement, and the District/State reserves all its rights and remedies at law and in equity concerning any such violations.

19. Recycling Policy

In an effort to address environmental concerns, the District has established a goal of "Zero Waste". The District maintains a policy of mandatory recycling on the Fairgrounds. We are committed to doing our part to insure a clean, environmentally safe world for future generations to enjoy. When conducting services on District property Contractors must breakdown (flatten) all cardboard boxes and place them inside the blue cardboard recycling dumpsters found in designated areas of the Fairground. Please do not use cardboard boxes for trashcans. Other items which must also be recycled include glass bottles, plastic containers, tin, aluminum, metals & AAA-D batteries (no automobile batteries). Please use the recycling receptacles

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provided for public use throughout the grounds for beverage containers. Contractors are not to leave any hazardous materials (including paint) on the Fairgrounds. They must be removed when you leave the grounds. Use of polystyrene foam containers is prohibited. If you have questions regarding this policy, please contact the District Sustainability Coordinator at (858) 792-4298.

Violators may be fined up to $200.00 per instance for not following the District Recycling Policy.

20. Russian Sanctions

EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

The Contractor represents that the Contractor is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf and the sanctions identified on the United States Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Contractors with one or more agreements with the State of California with an aggregated value of Five Million Dollars ($5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Contractors with an aggregated agreement value of Five Million Dollars ($5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap

Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from

contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

EXHIBIT E
Preventing Storm Water Pollution
For Contractors, Staff, Promoters, Vendors and Participants

The San Diego County Fairgrounds ("Fairgrounds") has prepared and implemented a Storm Water Management Plan to prevent pollutants from entering the nearby San Dieguito River and Stevens Creek, leading to the Pacific Ocean, as well as comply with State and Federal storm water requirements. Whether your project/service is a few hours or for a longer period of time, by entering into this agreement it is mandatory that you follow the requirements below, or you will be subject to fines and cleanup costs:

- Keep soil and liquids away from storm drains and paved areas. **NEVER** sweep or wash **anything** into storm drains.
- NEVER dump liquids, trash, oil, grease, or other pollutants into or near storm drains, gutters or planters. Properly dispose of these items as directed.
- Rinsing down equipment or vehicles is PROHIBITED, unless done in the designated wash facility, with ***prior*** authorization from Fairgrounds Management.
- Monitoring vehicles and equipment to ensure there is no leakage of fluid on Fairgrounds property.
- Know the location and the proper use of spill kits.
- Know where disposal areas are located and the proper disposal methods for trash, paint, hot ashes, grease, oil, hazardous materials etc.
- Keep equipment away from silt fences, fiber rolls and other sediment barriers.
- Only use designated site entrance/exits.
- Keep equipment off and out of seeded, planted, mulched or stabilized areas.
- Pick up all trash and animal wastes.
- Contact your Fairgrounds Staff contact person with any questions.

ENFORCEMENT

Failure to comply with storm water pollution prevention requirements is a contract violation and may result in fines/penalties, including cancellation of any Fairgrounds contract and reporting to outside regulating authorities. **The cost of cleanup resulting from the violation will be passed on to the violator.** If Contractors are found to be in violation of the above requirements, Fairground's Environmental staff (or their designees) will initiate the following measures to ensure the earliest compliance to remedy the situation:

Verbal/Written Warning – Identify the issue and determine the required remedy for soonest resolution of the violation. Discussions will be documented in writing.
Fines/Penalties/Cleanup Costs – Any fines assessed by other agencies will be the responsibility of the Contractor as well as any cleanup costs incurred by the Fairgrounds will be charged to the Contractor. Without notice Fairgrounds my deduct fines, penalties and cleanup costs from any invoices submitted by the Contractor for payment.
Agreement Cancellation – Fairgrounds may immediately and without notice; cancel any agreement due to storm water violation, possibly bar Contractor from future work at Fairgrounds and potentially report Contractors actions to outside agencies.

Thank you in advance for your cooperation with the above storm water pollution prevention requirements.

Visit the following resources to learn more about storm water pollution prevention:
www.sdcoastkeeper.org
www.projectcleanwater.org
www.thinkblue.org

EXHIBIT F
22nd DAA RESOURCE CONSERVATION POLICY

The 22nd DAA has removed all sink garbage disposals from its facilities, has a "no Styrofoam" policy, and has a goal of zero waste. Proposers must consider this in their proposal, as well as the following sewer/water, energy and solid waste reduction methods:

1. Separate and recycle all beverage containers, cardboard, and other recyclable products as they are identified by the 22nd DAA.

2. Separate all fruit and vegetable waste for composting on site year-round with the exception of citrus, pineapple or tomatoes these are not compatible with the 22nd DAA's composting process.

3. All waste grains or other brewing by products are to be composted by contractor unless the 22nd DAA agrees to handle the material.

4. Ceramic, glass and stainless plates, cups and utensils are preferred, when not feasible paper products are allowed, #1 plastic cups are the only plastics cups accepted into the recycling waste stream at this time.

5. Require office staff to recycle personal beverage containers and office paper in cooperation with 22nd DAA's program.

6. All staff shall make a conscientious effort to conserve and recycle resources, use energy efficient equipment and lighting, set thermostats to reduce energy consumption especially at peak energy periods.

7. Require on-going training of staff (and new staff as they come on board) on recycling and waste reduction procedures, specifically during major events. Educate staff to turn off lights when leaving an area that is unoccupied. "You turn them on, you turn them off."

8. Use only specified washing areas for cleaning of equipment, floor mats, etc. Keep all hazardous waste and non-biodegradables from entering storm drains.

9. Work with the 22nd DAA on any new waste reduction ideas that will help the 22nd DAA reach our zero waste goals.

10. Whenever possible and between events remove perishables and turn off all unnecessary, equipment, freezers and refrigerators. No empty refrigerators shall be left running after product is removed.

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BUSINESS

Del Mar Fairgrounds ready to rethink entire property. 'Don't worry, nothing is changing overnight'

An aerial view of the Del Mar Fairgrounds and surrounding area in Del Mar, Calif., on Tuesday, Oct. 15, 2024. The 22nd District Agricultural Association, which manages the fairgrounds on behalf of the state of California, is preparing to rethink its entire property. Sandy Huffaker for The San Diego Union-Tribune

State institution will lean on a real estate consultant to figure out how best to use — and profit from — all 326 acres its management

BY JENNIFER VAN EVERA
MAY 12, 2025 4:00 AM PDT

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The leaves of the Del Mar Fairgrounds will start to take shape in 2025 with the state agency in charge of the land that spans the main campus and factored leasing on a 22-year-old horse racing venue and the ocean to one — and profit from — if an area under its management.

The 22nd District Agricultural Association, which manages the fairgrounds on behalf of the state of California, announced in a published notice last week that it plans to hire real estate consultancy London Market Advisors to identify the best use of its facilities. The state agency's nine-member board will consider approval of the contract, which contemplates a one-year term with two optional, one-year extensions, at its next meeting.

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The hard, solid work subject to hard seating restrictions, is complex in nature, given its proximity to water and wetland habitat. The California Coastal Commission has jurisdiction over improvements.

In late 2019 and early 2020, the board started a strategic planning initiative that were both a backward-looking reflecting the pandemic, an institutional disruption that self-funded organizations's ability to hold large, money-making events. The visioning effort also pulled back up to 2000. In October, the district issued a request for proposals for a "highest and best use feasibility consultant."

London Market, according to its winning bid, will study the demand and financial prospects of residential units, retail shops, office space, and multiple accommodation options across the three different sites managed by the fairgrounds. The firm is known with development consultant Brad Mahnke, Perkins Eastman Architects and Spectrum Landscape Architecture on the endeavor.

"We will establish conclusions and recommendations as to which land uses are accessed, at what scale, when and how to phase, and how to implement, to deliver the very seven main campuses Del Mar Fairgrounds, per the 22nd Ad Fair Recreational District Agricultural Association's mission statement," Mahnke said in a statement. Also principal and project leader London Market, Jennifer Ziegler said, "Throughout, we will be cognizant of how to achieve these (objectives) for land use development while maintaining and, ideally, enhancing your visitation, revenue, events and land uses."

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Amanda Lee

From: Joseph Smith <jsmith@californiacw.com>
Sent: Wednesday, January 11, 2023 2:32 PM
To: Ayala, Jose@HCD
Subject: Re: Fairgrounds RFP for Highest & Best Use Consultant

Follow Up Flag: Follow up
Flag Status: Flagged

More headlines on Del Mar and recent housing discussions. This one follows Monday's council meeting. Btw, if I'm sending you too much just let me know!

https://www.sandiegoreader.com/news/2023/jan/10/stringers-affordable-housing-laws-descend-del-mar/ [sandiegoreader.com]

From: Joseph Smith <jsmith@californiacw.com>
Date: Wednesday, January 11, 2023 at 12:20 PM
To: "Ayala, Jose@HCD" <Jose.Ayala@hcd.ca.gov>
Subject: Re: Fairgrounds RFP for Highest & Best Use Consultant

Also btw, I still can't find the latest version of the 6th HE on the City's website. Not sure where they're available to the public but it isn't on their housing webpage. Thanks again for sending me the latest iteration.

https://www.delmar.ca.us/772/Housing-Element-Update-6th-Cycle-Housing [delmar.ca.us]

From: Joseph Smith <jsmith@californiacw.com>
Date: Wednesday, January 11, 2023 at 11:13 AM
To: "Ayala, Jose@HCD" <Jose.Ayala@hcd.ca.gov>
Subject: Re: Fairgrounds RFP for Highest & Best Use Consultant

There was also a recent U-T article that came out as well – link below. Given that timing is so critical in all of this, here's a quote I found interesting:

"The consultant expects to use the 12-month time frame *[with an option to extend up to additional two years]* to come up with specific land-use recommendations, supported by financial models, for the three state-owned properties. The board action does not pave the way for immediate redevelopment, but instead lays the foundation for a future fairgrounds master planning effort, which could take years to complete, agency CEO Carlene Moore previously told the Union-Tribune."

http://enewspaper.sandiegouniontribune.com/infinity/article_share.aspx?guid=f6a256f1-a007-4cd3-be02-471f99348abe [enewspaper.sandiegouniontribune.com]

From: Joseph Smith <jsmith@californiacw.com>
Date: Wednesday, January 11, 2023 at 10:49 AM
To: "Ayala, Jose@HCD" <Jose.Ayala@hcd.ca.gov>
Subject: Re: Fairgrounds RFP for Highest & Best Use Consultant

Thanks for sending that over. Out of sensitivity, I won't share it. I'll be curious to see how HCD applies its earlier Letter of Inquiry notification re noncompliance and state law before the City can gain certification. Seems the City is still stuck in the reality of 2022 state law.

As for the Board meeting, the Board ended up approving the highest and best use consultant contract. I've provided a link below if you wanted to watch the discussion – starts at timestamp 2:48:30 and ends around 2:52:00
https://www.youtube.com/watch?v=qW4GkPFTzbk [youtube.com]

Just some points raised by the 22nd DAA CEO on the agreement:

-stems from the Board's strategic planning initiatives
-focus on "environmental stewardship, revenue generation and the fair"
-feasiblity process is to learn information about the highest and best uses of Fairgrounds property and how much projects would cost
-residential use was not discussed or referenced in the discussion
-CEO read verbatim the objectives from the RFP (screenshot below)

The principal objectives for the highest and best use analysis study include:

- Evaluating opportunities for enhanced development of the various District properties congruent with District's mission of offering agricultural, educational, recreational and entertainment opportunities to San Diego County residents.
- Analyzing the opportunity for success of prospective land uses within the context of Purpose, Mission, Vision, Values, and Objectives of District.
  - Objectives
    - Connection
    - Environmental stewardship
    - Net revenue generation
    - The Fair – fundamentally why District exists
    - Serving as a resiliency center and resource
- Developing a pragmatic, fiscally responsible land use plan, including appropriate upgrades and improvements to existing facilities and grounds and the addition of new facilities to support current and new program opportunities.
- Presentation of options for funding improvements.
- Public and community thought leader engagement.

If you'd like to talk further feel free to give me a call anytime. Could I request a copy of the findings letter once it's made public? Also any other notices or letters sent via HCD or HAU?

Thanks!
Joseph

From: "Ayala, Jose@HCD" <Jose.Ayala@hcd.ca.gov>
Date: Wednesday, January 11, 2023 at 10:07 AM
To: Joseph Smith <jsmith@californiacw.com>
Subject: RE: Fairgrounds RFP for Highest & Best Use Consultant

Please see attached – if we could limit the sharing on this, that would be appreciated.

Sincerely,

Jose Ayala
Housing Policy Specialist
Housing and Community Development
2020 W. El Camino Avenue, Suite 500 | Sacramento, CA 95833
HCD Cell Phone: (916) 820-1980

From: Joseph Smith <jsmith@californiacw.com>
Sent: Wednesday, January 11, 2023 9:46 AM
To: Ayala, Jose@HCD <Jose.Ayala@hcd.ca.gov>
Subject: Re: Fairgrounds RFP for Highest & Best Use Consultant

Hi Jose, I'll send you a little more on the Board mtg since my email below. Any chance I can see a copy of the City's response to the SM comment?

Joseph

From: "Ayala, Jose@HCD" <Jose.Ayala@hcd.ca.gov>
Date: Wednesday, January 11, 2023 at 9:27 AM
To: Joseph Smith <jsmith@californiacw.com>
Subject: RE: Fairgrounds RFP for Highest & Best Use Consultant

Thank you for this Joseph. Anything that I should be aware of from the meeting (assuming you watched/participated in it)? FYI, we received public comment on the HE from Sheppard Mullin and a response to that from the City.

Sincerely,

Jose Ayala
Housing Policy Specialist
Housing and Community Development
2020 W. El Camino Avenue, Suite 500 | Sacramento, CA 95833
HCD Cell Phone: (916) 820-1980

From: Joseph Smith <jsmith@californiacw.com>
Sent: Tuesday, January 10, 2023 1:07 PM
To: Ayala, Jose@HCD <Jose.Ayala@hcd.ca.gov>
Subject: Re: Fairgrounds RFP for Highest & Best Use Consultant

Hi Jose, hope you had a nice weekend. Attached is today's Fairgrounds Board agenda – Item 5.F is the award of contract for their highest and best use consultant (London Advisors). Also included in the PDF is the agreement scope of work. The contract is for a one-year term (2023) with two optional one-year extensions that could cover 2024 and 2025.

Joseph

From: Joseph Smith <jsmith@californiacw.com>
Date: Friday, December 30, 2022 at 2:45 PM
To: "Ayala, Jose@HCD" <Jose.Ayala@hcd.ca.gov>
Subject: Fairgrounds RFP for Highest & Best Use Consultant

Hi Jose, two docs regarding the Fairgrounds' process to research highest and best use of State property. The RFP went out in Oct 2022 and Fairgrounds' staff is recommending London Moeder Advisors to perform the work.

Attached is the RFP for your reference, as well as a San Diego Union Tribune article announcing the consultant selection and work plan. It sounds like the Board will be making the formal selection at its January 2023 meeting.

This is all public btw. Links below for reference:

RFP: https://delmarfairgrounds.com/pdf/2022/2022-10-13_RFP-23-006-Highest-&-Best-Use-Feasibility-Consultant.pdf [delmarfairgrounds.com]
U-T article: https://www.sandiegouniontribune.com/business/story/2022-12-21/del-mar-fairgrounds [sandiegouniontribune.com]

Joseph D. Smith, AICP | Principal
California Coastal Works
(619) 943-1337 | jsmith@californiacw.com
www.californiacoastalworks.com [californiacoastalworks.com]

Amanda Lee

From: Brad Walters <newsbrad24@gmail.com>
Sent: Friday, March 24, 2023 8:28 AM
To: Amanda Lee
Subject: 6th Cycle revision feedback

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for soliciting public feedback on 6th Cycle revisions.

Not a specific concern, but a general reflection that I'm guessing you won't hear often:

State housing requirements should be a floor, not a ceiling. Our assigned units ought to be seen as an opportunity, not a "penalty," as I so often hear it referenced in public meetings.

A statewide housing crisis has been created jurisdiction by jurisdiction, over many decades of quietly obstructionist housing policy, and we have a golden opportunity here in Del Mar to set a better example and really do right by the next generation.

Best,

Brad Walters
Stratford Ct.

Amanda Lee

From: realestate@delmarla.com
Sent: Monday, March 27, 2023 11:24 AM
To: Amanda Lee
Subject: 6th Cycle Housing Element

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am a real estate broker in Del Mar for over 34 years.

If the State can force zoning changes then the State can force the City of San Diego to give their land along the freeway to the south of the Del Mar Hilton and put it within the Del Mar foot print. This would be a good place to build affordable housing and not create issues with the Del Mar Fairgrounds where there really is NO room for outside housing. This would also lessen the impact of traffic getting in and out of Del Mar at the roundabout. Has anyone made this request to our Governor?

Thank you.

Marla Zanelli
Broker Associate
Coldwell Banker Realty
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(858) 922-1341
MarlaZanelliRealEstate.com
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