



Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Jon Cicirelli

SUBJECT: LONG-TERM LEASE OF
MUNICIPAL GOLF COURSES

DATE: March 2, 2023

Approved

Date

3-2-23

SUPPLEMENTAL

REASON FOR SUPPLEMENTAL

This supplemental memorandum provides an update on the Golf Course Management, Operations and Maintenance Services Request for Proposal (RFP) process, which is summarized in the staff's memorandum to City Council dated February 13, 2023. Specifically, it includes updates related to Golf Automation, Inc.'s (Golf Automation) appeal to staff's decision to reject the November 14, 2022 protest related to the City's Notice of Intent to Award Contract to CourseCo, Inc. (CourseCo).

With this supplemental memorandum, staff continues to recommend that the City Council award a golf course lease agreement to CourseCo for the three City-owned golf courses (Los Lagos, Rancho del Pueblo, and San José Municipal).

Appeal and protest documents are included in Appendix A. This includes Golf Automation's appeal, dated February 24, 2023, the original protest, dated November 14, 2022, and staff's subsequent protest determination letter, dated February 16, 2023. The concerns raised by Golf Automation and staff's subsequent responses are summarized below.

Concern 1: Arbitrary and Capricious Methodology for Determining Proposer Interviews –

Golf Automation asserted that the City was arbitrary and capricious in that it did not provide a procedure for comparing proposer scores without interviews to proposer scores with interviews. Staff responded to the objection, noting that the RFP document advised prospective proposers that the City reserved the right to interview only "top proposers." In the protest determination letter, staff informed Golf Automation that because its pre-interview point total (40.85) was significantly lower than the point totals for the two competing proposals (93.94 for CourseCo and 80.07 for Touchstone Golf, LLC (Touchstone), staff determined that Golf Automation was not a "top proposer." Staff explained that the total points available through the interview process would not have been sufficient to raise Golf Automation's score to within range of the pre-interview points given to the other competing proposers. In addition, staff informed Golf Automation that it had the

option to object to the City's requirements and specifications presented in the RFP document, but did not do so by the deadline of August 5, 2022, and therefore waived its right to do so.

Concern 2: Failure to Disclose Documentation Concerning Proposers' Responsiveness and Conflict of Interest – Golf Automation asserted that the City had not disclosed all proposals, evaluations and scoring sheets at the conclusion of the scoring process and therefore was not compliant with California Public Contract Code Sec. 10344 (c)(2). As a result, Golf Automation asserted that insufficient information was available to determine if all proposers were responsive, including compliance with conflict of interest requirements. Staff responded that the obligation cited by Golf Automation under the Public Contract Code is applicable only to *state* agencies and that the City complied with its obligations under the Public Records Act. The City provided responsive documents, including the questionnaire, lease terms, and budget, as requested by Golf Automation's Public Records Act request on November 3, 2022. In addition, the City provided overall evaluation panel comments, as well as overall summary scoring sheets. These documents were sufficient to determine responsiveness among the three proposers that were provided pre-interview proposal evaluation scores.

Concern 3: Two Competing Proposals are Non-responsive – Golf Automation asserted that both CourseCo and Touchstone were non-responsive to various RFP questions and/or requirements. As the recommendation to the City Council is to approve the selection of CourseCo as the lessee for the three City-owned golf courses, staff gave greater attention to affirming CourseCo's responsiveness in the protest determination letter. Specifically, Golf Automation asserted that CourseCo was non-responsive in one question posed under Request for Proposal Part 6 - Environmental Stewardship; however, staff clarified that CourseCo's responses to questions 1 and 2 sufficiently addressed the information requested about Environmental Stewardship. Ironically, Golf Automation's own proposal was deemed to be incomplete and/or non-responsive in some areas by the rating panel, resulting in a lower score and staff's decision to not advance Golf Automation to the interview process.

Furthermore, Golf Automation alleged that CourseCo misrepresented or provided inaccurate information in the way it presented responses regarding digital marketing, merchandise purchases, and diversity of staff. Staff reviewed the independent research Golf Automation provided and determined that the concerns would not have had a material impact on the City's scoring or recommendation to the City Council.

Golf Automation raised concerns involving Touchstone's failure to disclose a personal injury lawsuit and a potential class-action lawsuit involving failure to pay staff overtime. Neither issue came to light prior to Golf Automation's protest. Staff responded by noting that the RFP document does not automatically disqualify proposers for being part of active litigation. Furthermore, staff noted that the RFP only provides that wage theft *may* result in disqualification. Regardless, because staff is recommending an award of contract to CourseCo, there was no need to research and re-assess Touchstone's proposal or consider retroactive disqualification.

March 3, 2023

Subject: Supplemental – Long-Term Lease of Municipal Golf Courses

Page 3

Concern 4: A Conflict of Interest Exists – Golf Automation asserted that there exists a conflict of interest between the City and CourseCo and questioned whether the City gave preferential treatment to CourseCo. In the protest determination letter, staff acknowledged that CourseCo has been the golf course operator at Los Lagos and Rancho del Pueblo golf courses for over twenty years. With that, staff confirmed that CourseCo provided the necessary Conflict of Interest Form, which included disclosure regarding relationships, stocks and investments, employment and consulting, payment or gifts, real estate, or positions held of an entity that would be affected by or involved in the proposed assignment. In its review of CourseCo’s Conflict of Interest Form, staff determined that no perceived or actual conflict exists. In addition, staff denies the implication that any preferential treatment had been given to CourseCo. Staff confirms that the RFP rating criteria were consistently applied by the evaluation panel to all rated proposals and no evidence was provided to merit Golf Automation’s implication of preferential treatment.

If the City Council does not accept the Administration’s recommendation, there will be several impacts to the management, operations and financial results of the City’s three municipal golf courses. A new RFP would need to be conducted that would require significant staff time, create a many month delay for contract execution, and be undertaken in a different bidding environment as residents and visitors have become increasingly comfortable with indoor recreation, leisure and entertainment opportunities that were more limited during the pandemic. During the contract execution period delay, the golf courses would not begin receiving the significant capital investment required under the recommended lease and the City would not receive lease revenue as the three golf courses would continue operating under any existing agreements. Los Lagos and Rancho del Pueblo golf courses would continue operations under month-to-month qualified management agreements with CourseCo, where the financial risks fall on the City. In addition, the City’s existing lease for San José Municipal Golf Course was extended to March 31, 2023, to align with the execution of a new lease for all three golf courses, and as such no operator would be under contract with the City for that course starting April 1, 2023. There is no guarantee the existing lessee would consider another extension, and if it did, the terms may have a high cost to the City.

Based on the background and analysis presented in the Long-Term Lease of Municipal Golf Courses staff memorandum, along with the supplemental information presented above, staff continues to recommend that the City Council award a golf course lease agreement to CourseCo for the three City-owned golf courses (Los Lagos, Rancho del Pueblo, and San José Municipal).

/s/

JON CIRELLI
Director of Parks,
Recreation and Neighborhood Services

For questions, please contact David DeLong, Division Manager, at david.delong@sanjoseca.gov.

Appendix A: Appeal and Protest Documents

APPENDIX A

Appeal and Protest Documents



FLORESRYAN, LLP
CONSTRUCTION LAW ATTORNEYS

Aaron J. Flores, Esq.
flores@floresryan.com

February 24, 2023

VIA PERSONAL DELIVERY AND EMAIL

City of San Jose
Attention: City Clerk
200 East Santa Clara Street, 14th Floor
San Jose, CA 95113
Email: city.clerk@sanjoseca.gov

Re: Appeal of Bid Protest Rejection
Owner: City of San Jose ("City")
Protestor: Golf Automation, Inc. ("Golf Automation")
Bid: Golf Course Management, Operations, and Maintenance Services
Bid No.: PRNS-Parks-06 RFP ("Bid")

Dear City Clerk:

Pursuant to San Jose Municipal Code section 4.12.460, Golf Automation hereby appeals the City's denial of its bid protest for the above-referenced Bid and requests a hearing on the same to occur. Enclosed herewith is Golf Automation's initial bid protest letter, which is the basis of Golf Automation's appeal, along with the City's denial. Please contact me at your earliest opportunity to discuss this matter and to schedule a hearing on the appeal.

Golf Automation hereby reserves all of its rights and no action or inaction should be interpreted as a waiver or release of any kind, without limitation.

I look forward to your prompt response.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Aaron J. Flores'.

AARON J. FLORES

cc: Golf Automation, Inc.
Enclosure:

Golf Automation's Bid Protest, dated November 14, 2022
City's Bid Protest Denial, dated February 16, 2023

**ENCLOSURE
-BID PROTEST**



FLORESRYAN, LLP
CONSTRUCTION LAW ATTORNEYS

Aaron J. Flores, Esq.
flores@floresryan.com

November 14, 2022

VIA EMAIL & OVERNIGHT COURIER SERVICE

David DeLong
City of San Jose
200 East Santa Clara Street, 9th Floor
San Jose, CA 95113
Email: david.delong@sanjoseca.gov

Re: Bid Protest – Golf Automation, Inc.
Owner: City of San Jose (“City”)
Protector: Golf Automation, Inc.
Bid: Golf Course Management, Operations, and Maintenance Services
Bid No.: PRNS-Parks-06 RFP (“Bid”)

Dear Mr. DeLong:

Please be advised that Flores Ryan, LLP (“Firm”) has been retained to represent the interests of protestor, Golf Automation, Inc. (“Golf Automation”), concerning the above-referenced bid. If you have retained legal counsel for this matter, please provide this letter to that legal counsel. Kindly direct all future communications concerning this matter to the Firm.

For the reasons further detailed herein, Golf Automation hereby protests the Bid because: (1) the Request for Proposal, Section 10, contains a method which is arbitrary, capricious, entirely lacking in evidentiary support, and inconsistent with proper procedure for evaluating the proposals when there is a combination of proposers who were interviewed and proposers who were not interviewed, which has unduly prejudiced Golf Automation’s proposal score and undermined the entire evaluation process (*Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 903); (2) the City has not yet made available all the proposers’ proposals, evaluations, and complete scoring sheets, as required by law, so that a full determination of proposals’ responsiveness can be made, in addition to whether all proper disclosures have been made concerning conflicts of interest (Pub. Contract Code, § 10344, sub. (c)(2)); (3) based upon the City’s partial disclosure of the proposers’ proposals and scoring sheets, it is clear that both CourseCo, Inc.’s and Touchstone, LLC’s proposals are nonresponsive and must be rejected; and (4) based upon the City’s partial disclosure of the proposers’ proposals and scoring sheets, a conflict of interest exists between the City and CourseCo, Inc., which could also amount to collusion, and CourseCo, Inc. must be disqualified from bidding pursuant to Section 13.

Accordingly, Golf Automation respectfully requests that the City withdraw its Notice of Intent to Award the contract to Courseco, Inc. and instead make a contract award to Golf

Automation, the proposer who provided a legally responsive proposal and is not subject to disqualification.

In the event the City is not inclined to grant Golf Automation's instant bid protest, Golf Automation alternatively requests that the City grant it an extension to complete its bid protest so that Golf Automation may receive copies of all the proposers' proposals, evaluations, and *complete* scoring sheets in order to determine whether further legal action is necessary.

I. The City's Evaluation Process is Arbitrary and Capricious

As you are aware, the Request for Proposal, Section 10, contains the following language:

The City reserves the right to interview (oral interviews) the top proposers based on the interim proposal scores (Total Score Without Oral Interview). If the City elects to conduct oral interviews, the final scoring and ranking will be based on the Total Score With Oral Interview. If the City elects not to conduct oral interviews, the final scoring and rankings will be based on the Total Score Without Oral Interview.

Despite the language contained in Section 10, the City elected to only interview CourseCo, Inc. (the current operator of two of the subject courses) and Touchstone, LLC. For reasons that are currently unclear, the City elected not to interview Golf Automation. Given the above language, in addition to the City's decision not to interview Golf Automation, there is no way to fairly reconcile and compare the scores of CourseCo, Inc., Touchstone, LLC, and Golf Automation.

Specifically, Section 10, provides for two different evaluation methods, i.e., total score without oral interview and total score with oral interview. However, there is no language in Section 10 addressing how to compare scores between proposers who were interviewed with those who were not interviewed. Absent any such language, as is apparent from the City's Notice of Intent to Award, the City has no defined process for comparing the scores of proposers who were interviewed with those who were not. Without a defined process, by necessity, the City is engaging in a comparative process which is entirely arbitrary, capricious, entirely lacking in evidentiary support, and inconsistent with proper procedure for evaluating the proposals.

Given the foregoing, there is no way to rectify the arbitrary process which the City has allowed to occur, nor to undue the prejudice caused to Golf Automation's proposal score or the undermining of the entire evaluation process. As such, the City must reject all proposals and send the contract out for a rebid.

II. The City Has Not Made *All* of the Proposals, Evaluations, and Scoring Sheets Available as Required by Law, Yet Neither CourseCo, Inc.'s nor Touchstone, LLC's Proposals Are Legally Responsive and Therefore Must Be Rejected

California Public Contract Code section 10344, subdivision (c)(2), states, in relevant part, that, "All proposals and all evaluation and scoring sheets shall be available for public inspection at the conclusion of the committee scoring process."

Although Golf Automation formally requested the complete proposals, evaluations, and complete scoring sheets on November 3, 2022, to date, the City has failed to produce all of the documents. In fact, the City finally provided a *portion* of the requested documents on November 14, 2022, the same day which Golf Automation's bid protest was due, and the City refused to grant an extension to the bid protest deadline without any explanation or justification. While Golf Automation has already identified misrepresentations and nonresponsive sections in CourseCo, Inc.'s and Touchstone, LLC's proposals based upon the limited documents provided to date (summarized in Exhibit 1 enclosed herewith), without all of the requested documents, Golf Automation has been unable to further verify all the bases upon which CourseCo, Inc.'s and Touchstone, LLC's proposals are legally nonresponsive. In fact, as detailed in Exhibit 1, neither CourseCo, Inc.'s nor Touchstone, LLC's proposals are legally responsive, as they fail to completely answer many of the Bid's questions.¹

Based upon these initial discoveries, both CourseCo, Inc.'s and Touchstone, LLC's proposals must be rejected as non-responsive. Further, nonetheless, Golf Automation hereby demands that the City comply with California Public Contract Code section 10344, subdivision (c)(2), and provide all of the evaluations, scoring sheets, and conflict of interest forms of CourseCo, Inc. and Touchstone, LLC.

III. The City Must Disqualify CourseCo, Inc.

Whereas CourseCo, Inc. is the current operator of two of the subject golf courses, i.e., Los Lagos and Rancho del Pueblo, the City's failure to produce all of CourseCo, Inc.'s proposals, evaluations, and *complete* scoring sheets raise serious questions and concerns regarding whether CourseCo, Inc. made all of the required disclosures concerning possible conflicts of interest – which, per Section 16 of the Request for Proposals, as well as Form 9 – Conflict of Interest Form, disqualifies CourseCo, Inc. as a proposer.

Indeed, based upon the limited documents provided to date, it is apparent that CourseCo, Inc. inappropriately included a letter of recommendation from the City's current operator of the San Jose Municipal Golf Course, Mike Rawitser, i.e., a representative of the City. (CourseCo, Inc. Proposal, Form 4, P. 3.) This letter of recommendation is apparently tied to some form of an agreement with the San Jose Municipal Golf Course, as referenced expressly on page 44 of CourseCo, Inc.'s proposal. (CourseCo, Inc. Proposal, Form 4, P. 44 [“...coupled with our agreement with the current operation at San Jose Muni...”].)

Based upon the documents currently available, as cited here, it is clear that disqualification of CourseCo, Inc. is required pursuant to Section 13, Grounds for Disqualification, contained in the City's Bid Document Addendum (“Contact regarding this procurement with any City official or employee or evaluation team member other than the Procurement Contract or Purchasing Officer...”) While Golf Automation is still undertaking its investigation into CourseCo, Inc.'s

¹ Note, because Golf Automation was only provided with the partial documents on November 14, 2022, the same day its bid protest was due, Golf Automation is enclosing a list of nonresponsive issues in CourseCo, Inc.'s and Touchstone, LLC's proposals, which is enclosed herewith as Exhibit 1.

proposal documents, Golf Automation hereby demands that CourseCo, Inc. be disqualified accordingly.

Any contract award to CourseCo, Inc. is illegal because CourseCo, Inc.'s proposal must be disqualified as discussed herein. Any award to Touchstone, LLC is also illegal because its proposal is nonresponsive and must be rejected. Accordingly, Golf Automation respectfully requests that the City withdraw its Notice of Intent to Award the contract to Courseco, Inc. and instead make a contract award to Golf Automation, the proposer who provided a legally responsive proposal and is not subject to disqualification.

This bid protest requires your immediate attention in order to avoid further escalating the issues contained herein. Whereas Golf Automation has not received a fair opportunity to receive and review all of the proposals, evaluations, and full scoring sheets, Golf Automation again renews its request that the City grant it an extension to submit its full bid protest to a date at least seven (7) calendar days after the date which the City provides all of the requested documents.

Please contact me at your earliest opportunity to discuss this matter. I look forward to your prompt response.

Very truly yours,



AARON J. FLORES

cc: Golf Automation, Inc.
Enclosure: Exhibit 1.

EXHIBIT 1

EXHIBIT 1

A. DEVIATION FROM THE EVALUATION CRITERIA

1. COURSECO PROPOSAL - PAGE 44 - RESPONSE TO STAFFING QUESTION

The fact that we are the incumbent operator at Los Lagos and Rancho del Pueblo coupled with our agreement with the current operation at San Jose Muni, there is no difference in staffing during a start-up period. That is a significant inherent advantage for CourseCo and the City as the cost and risk of a transition can have a large negative financial and operational impact on a golf course...

We question if preference might have been given to the incumbent without mentioning such preference in the evaluation criteria

2. COURSECO PROPOSAL - PAGE 125 - NON RESPONSIVE

We note CourseCo's response on page 125. City evaluated the proposer's responses even though it should have been non responsive.

PROPOSAL QUESTION: 2. How will you continue to implement these priorities with the City of San José Golf Courses?

PROPOSE'S RESPONSE:

As outlined above and in other sections our commitment to environmental sustainability has been in place since our inception and is represented in our core values. Further, our track record in partnership with the City of San Jose speaks to on ongoing commitment. We look forward to bringing this commitment to San Jose Municipal Golf Course and continuing to be leaders in this field.

B. EVIDENCE OF SUBMITTING INCORRECT INFORMATION

Incorrect Information according to the section 13 of the solicitation document - Evidence of submitting Incorrect information , misrepresenting or failing to disclose material facts

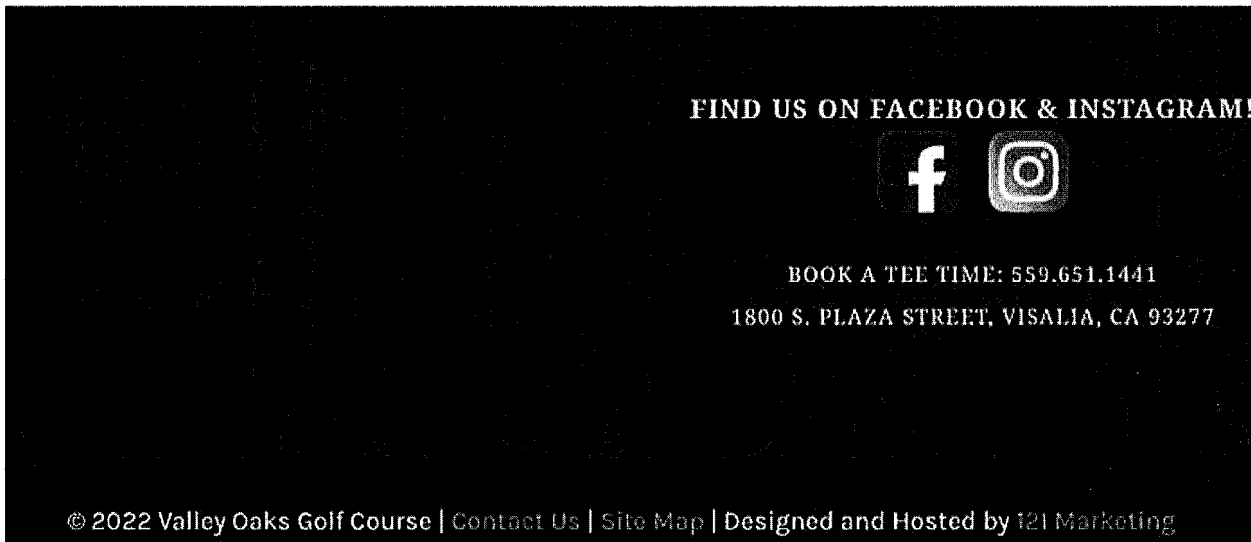
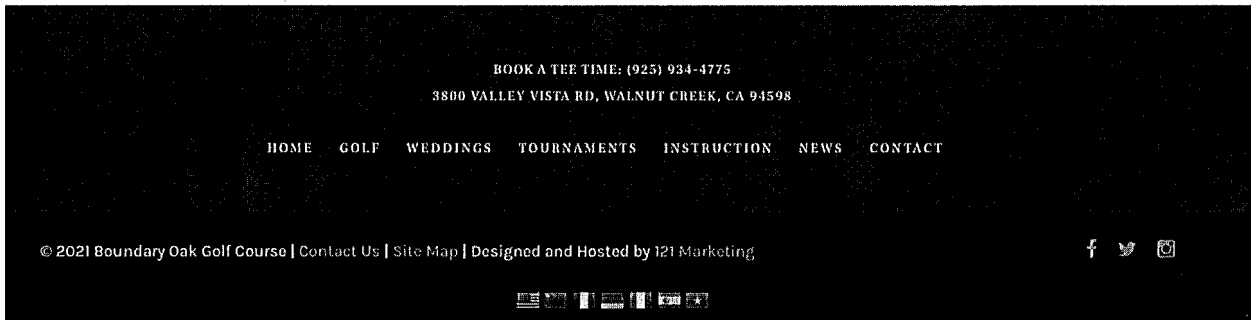
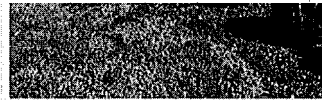
1. COURSECO PROPOSAL - PAGE 45 - DIGITAL MARKETING

The services of our digital marketing team, including basic graphic design work, is based out of our corporate office. All web design work, social media management, email communications and digital marketing campaign management is handled directly by CourseCo staff.

This is in contrast to CourseCo's website claim. In reviewing the courses under management by CourseCo, (<https://www.courseco.com/courses>) Almost all the

EXHIBIT 1

websites for the courses CourseCo has managed show a footer "Designed and Hosted by 121 Marketing."



2. COURSECO PROPOSAL - PAGE 67, MERCHANDISE PURCHASES -

EXHIBIT 1

Proposal incorrectly submitted states that "As long as the merchandise is in good condition there is no time limit on returns or exchanges"

We contacted over 10 CourseCo managed properties and asked for a return policy and whether a purchase in March of this year with receipt is returnable. All properties replied that it is not possible to return with a valid receipt regardless of pristine condition or not

- Riverside Golf Course - Sale is Final No Returns
- Petaluma Golf - Sale is Final NO returns
- Boundary Oak Golf Course - NO Returns
- Bryden Canyon Golf Course - NO Return
- Salmon Run Golf Course - NO Returns
- Rancho Del Pueblo - NO Returns

3. COURSECO PROPOSAL - PAGE 122 - DIVERSITY

Proposal falsely claims the company hires diverse candidates. However, looking at the employee reviews, many employees complain the company is male dominated which is contrary to the information stated in the proposal.

CourseCo Employment

While we understand that alternative uses and giving access to underserved groups is important, we also believe that having a specific plan for offering jobs to a diverse workforce is important as well. Below you will find a specific approach to hiring, training and promoting employees from underserved groups.

Our commitment to maintaining a diverse workforce starts with our hiring process. As we mentioned above, the typical job posting for positions in the golf industry tend to produce a very non-diverse applicant pool. At CourseCo we realize this challenge and have been very active in finding specific recruiting techniques for attracting the most diverse applicant pool possible. These techniques and resources include:

Diversityjobs.com Partnership – We have a partnership that provides access to underrepresented candidate groups including:

- o **Women**
- o **Veterans**
- o **LGBTQIA**
- o **Asian American/Pacific Islander**
- o **Native and Indigenous People**
- o **Hispanic/Latinx**
- o **African American/Black**
- o **Individuals with Disabilities**

EXHIBIT 1

1.0 ★★★★★ ✓

Former Employee

Stagnant Environment

Sep 23, 2021 - Digital Marketing Specialist in Petaluma, CA

Recommend CEO Approval Business Outlook

Pros

- hands off bosses, no micromanagement from CEO/COO
- golf industry remained steady through COVID hits, did not suffer as greatly as other industries beyond needing to work from home.
- friendly & helpful IT guy

Cons

- Marketing department is severely isolated, overworked, underpaid, undervalued, & understaffed.
- Most of the golf course managers in communication with marketing individuals have little to no understanding of email marketing, brand strategy, or social media management. This lack of education is not being addressed properly due to lack of care and attention. Also because the department manages too many clients at one time to focus on intensively rebuilding the specific golf courses marketing strategy.
- Marketing department is also responsible for managing the Fairview wedding & event center collateral, graphics, & email marketing. Their current "team" of two specialists is not equip properly to manage successful marketing for this avenue of the business. They should be working to employ more marketing individuals who specialize in these industries, and paying them well to have the attention to detail needed to further the wedding & event marketing.
- The corporate offices & individual golf course leadership is made up of predominantly male individuals. This is not inherently a problem, until a "lower level" woman designer makes appeals for more equipment, better pay, new solutions, differing communication, or system improvements to keep up with the times. Often, myself and other female employees would be dismissed & subtly undervalued. I witnessed a co-worker become subject to gaslighting, they were left with no choice but to quit. This situation was not addressed properly by the team, nor by HR.
- Overall, there seems to be a "stuck in old ways" enerv amongst employees. A stagnant tiredness that I can only describe as

1.0 ★★★★★ ✓

Former Employee, less than 1 year

Isolated

Jan 27, 2021 - Digital Marketing Coordinator in Petaluma, CA

Recommend CEO Approval Business Outlook

Pros

Work from home during COVID pandemic

Cons

- No strategic meetings with a company this large, its by far necessary. You are totally alone.
- Overly male dominated.
- Left job for being bullied by new appointed supervisor.
- When you go above and beyond you are told your making management look bad, confusing.

Advice to Management

No tolerance for bullies and give the proper title and compensation for the job being asked to do.

EXHIBIT 1

4. COURSECO PROPOSAL - PAGE 90 - DIGITAL MARKETING: SOCIAL MEDIA

Proposer claims that they post weekly social media posts across all CourseCo Courses. We reviewed many course and

Social Media – We have a weekly social media schedule to share relevant golf news and stories across all CourseCo courses. Meanwhile, content from the course allows customers to feel connected to the property strengthening our relationship and loyalty while driving revenue.

We reviewed the social media posting across the courses being managed by CourseCo and as shown below, proposer falsely claims weekly submission to social media. For example, as you can see in the screenshot below, golf course 1 had a posting on October 7 and no posting until the following month, therefore the weekly social media schedule is incorrectly stated. In fact that appears to be the case for all the courses under management of CourseCo, even Los Lagos.



EXHIBIT 1

Valley Oaks Golf Course
October 10 · Instagram · 🌐

No better place to spend a Monday morning....

#playvalleyoaks

#playmoregolf



👍 17

👍 Like


💬 Comment

➦ Share

Valley Oaks Golf Course
September 18 · Instagram · 🌐

Another great ending to another great week.....

EXHIBIT 1

 **Los Lagos Golf Course**
September 13 · 🌐

Great Day yesterday hosting the Helen Lengfeld Memorial High School Girls Golf Tournament. Congrats to Valley Christian High School for winning the overall team championship and to Joyce Zhang, Valley Christian, for winning the individual title with a 4 under par round of 64!!



otos

👍👍👍 15

1 Share

👍 Like

💬 Comment

➦ Share

Most relevant ▾

 **Los Lagos Golf Course**
July 4 · 🌐
Happy 4th!!!

5. COURSECO PROPOSAL - PAGE 91 - CERTIFIED GOOGLE PARTNER


CourseCo states that they are Certified Google Partners. We checked on the Google Partner site <https://partnersdirectory.withgoogle.com/search?query=Courseco> and do not see CourseCo Listed.

EXHIBIT 1

Google Partners Directory Search for partner name

[All partners](#)


Search results for 'Courseco'



No partners found

Try adjusting your search

6. TOUCHSTONE'S PROPOSAL - APPARENT FAILURE TO DISCLOSE MATERIAL FACTS REGARDING OPEN AND ACTIVE LAWSUITS AND EMPLOYMENT PRACTICES



Public Portal

Superior Court of California, County of Santa Clara

[HOME](#) [SEARCH](#) [CALENDARS](#) [TRAFFIC PAYMENT](#) [REMOTE HEARINGS](#) [LOGIN](#)

Business Search Request for Touchstone Golf

Show 25 entries Search:

View	Case Number	Case Style	Case Status	Case Type	Filing Date
View Case	20CV369392	Joseph Rublno vs Touchstone Golf, LLC	Active	Other PI/PD/WD Unlimited (23)	8/13/2020

Showing 1 to 1 of 1 entries Previous **1** Next

Federal Cases

EXHIBIT 1

2. Blumenthal Nordrehaug Bhowmik De Blouw LLP , Hits Touchstone Golf, LLC, with a Class Action Lawsuit for Allegedly Failing to Pay Overtime to Their California Employees

News | Jordan, Hashemite Kingdom of | 467 Words | Jun 28, 2018 | Legal Monitor Worldwide

Preview

... Blumenthal Nordrehaug Bhowmik De Blouw LLP, Hits Touchstone Golf, LLC, with a Class Action Lawsuit for Allegedly Failing to Pay Overtime to Their California Employees...

... (PRWeb) - The San Diego labor law attorneys at Blumenthal Nordrehaug Bhowmik De Blouw LLP, filed a class action lawsuit against Touchstone Golf, LLC, alleging that the company failed to properly calculate overtime compensation for their hourly...

... employees. Furthermore, the complaint alleges that Touchstone Golf, LLC, failed to provide mandatory meal and rest breaks to its employees. The Touchstone Golf, LLC, lawsuit, Case No. 37-2018-00028865-CU-OE-CTL, is currently pending in the San Diego County...

3. DeBell Golf Course Under New Management

News | U.S. Federal | 346 Words | Jan 08, 2019 | US Official News

Preview

... Burbank : Burbank City of California has issued the following new release: On December 11, 2018, the Burbank City Council approved an Agreement between the City of Burbank Parks and Recreation Department and Touchstone Golf to manage and operate...

... the DeBell Golf Course. Touchstone Golf officially took over the management of the golf course, pro shop, driving range, nine-hole Par 3 course, and golf and landscape maintenance on December 12, 2018. Management of the food and beverage operations...

... followed on January 1, 2019. The City-owned facility has been underperforming for a number of years and this new partnership was established with renewed optimism in the future success of the DeBell Golf Course. Touchstone Golf customizes management...

... pay Touchstone Golf a monthly fee to coordinate and directly manage all three operational components at DeBell, which include golf course operations, food and beverage, and golf and landscape maintenance. Touchstone will optimize management of the...

... Touchstone Golf was founded in 2006 by brothers Stephen and Douglas Harker. Their company is currently the 10th largest full-service golf course management company and has a 12-year successful cost-effective track record. Touchstone Golf has turned around...

4. People v. Petri (Cal. Ct. App. - Feb. 12, 2020)

News | U.S. Federal; California | 295 Words | May 01, 2020 | Shaun Martin | Newstex Blogs

Preview

... restitution order[1] from \$4,049.19 to \$9,019.19. See Footnote 2 at Page 3 ("The felony abstract of judgment dated June 4, 2018, incorrectly states that Pruneridge Touchstone Golf was awarded only \$4,049.19 in restitution. We will direct the trial court to...

5. Neighborhood improvements

News | Home | 1546 Words | Jan 01, 2020 | Telegraph Herald (Dubuque, IA)

Preview

7. TOUCHSTONE'S PROPOSAL - PAGE 22 - EQUIPMENT RENTAL

Proposer states that *"Golf club rentals are a standard at all of the golf courses we manage. We have special pricing from our vendors on rental sets priced as low as \$250 per set. Other rentals to be offered would include pull carts."* We contacted a few courses under management by Touchstone and note the club rental set as follows:

Pruneridge Golf Club	\$15
Chula Vista Golf Course	\$35
Debell Golf Club	\$60
Dos Lagos Golf Course	\$40
Mill Valley Golf Course	\$21
Presidio Golf Course	\$25-\$50
Rancho Carlsbad Golf Club	\$20
Redwood Canyon Golf Course	\$25
Shadow Mountain Golf Club	\$35
The Reserve At Spanos Park	\$15-\$35

EXHIBIT 1

[Omitted]

GLS.

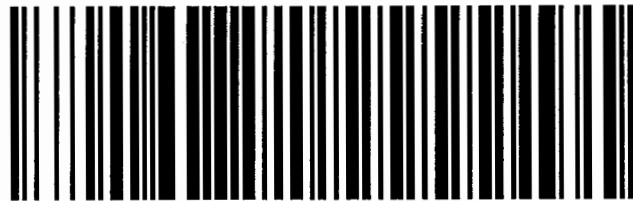
800-322-5555
www.gls-us.com

Ship From

FLORES RYAN, LLP
AARON J. FLORES, ESQ./NANNETTE
SCHNEIDER
115 W. CALIFORNIA BLVD., #9010
PASADENA, CA 91105

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Nannette Schneider

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Sent: Tuesday, November 15, 2022 12:48 PM
To: Nannette Schneider
Subject: GLS Delivery Notification



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Delivery Notification

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San Jose, CA 95113
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— SAN JOSE —
**PARKS, RECREATION &
NEIGHBORHOOD SERVICES**

February 16, 2023

VIA E-MAIL AND US MAIL ONLY

Aaron J. Flores
115 W. California BLVD, #91105
Pasadena, CA 951105
Email: flores@floresryan.com

SUBJECT: Response to Golf Automation, Inc. Protest to the Notice of Intent to Award (Golf Course Management, Operations, and Maintenance Services RFP)

Dear Mr. Flores,

This letter is to inform you that City of San José ("City") has carefully reviewed, evaluated, and considered the letter from Golf Automation, Inc. ("Golf Automation") dated November 14, 2022, entitled "2022 11 14 Golf Automation Bid Protest" ("Protest Letter"). The review was conducted independently by the Assistant Director of the City's Department of Parks, Recreation, and Neighborhood Services, who was not a member of the evaluation panel nor involved with the Request for Proposal (RFP). This letter contains the City's response to the Protest Letter. The Protest Letter lists a total of four reasons for Golf Automation's protest. Each of the reasons provided are addressed separately below. Golf Automation's concerns have been summarized for easier reference.

Protest Reason 1: Request for Proposal, Section 10, contains a method which is arbitrary, capricious, entirely lacking in evidentiary support, and inconsistent with proper procedure for evaluating the proposals when there is a combination of proposers who were interviewed and proposers who were not interviewed, which has unduly prejudiced Golf Automation's proposal score and undermined the entire evaluation process.

City Response to Protest Reason 1: The City's evaluation process is neither arbitrary nor capricious and provides clear, articulable standards and criteria which were clearly provided to all proposers through the RFP documents. Specifically, Section 10 of the Request for Proposals document states:

The City reserves the right to interview (oral interviews) the top proposers based on the interim proposal scores (Total Score Without Oral Interview). If the City elects to conduct oral interviews, the final scoring and ranking will be based on the Total Score With Oral Interview. If the City elects not to conduct oral interviews, the final scoring and rankings will be based on the Total Score Without Oral Interview.

The plain language of Section 10 clearly states that the City reserved the right to interview top



proposers based on the interim proposal scores and exclude lower-scoring proposers from interviews. The language is common in RFPs to narrow the list of candidates and focus the interview process on the top and competitive proposers. The City is under no legal obligation or any obligation to interview low scoring or non-competitive proposers.

Section 10 clearly states that only “top proposers” would be chosen for interview. Golf Automation’s pre-interview proposal score was significantly lower than the scores for CourseCo and Touchstone Golf, LLC (Touchstone Golf). The proposal scores without interview were as follows: 1) CourseCo’s score was 93.94; 2) Touchstone Golf’s score was 80.07; and 3) Golf Automation’s score was 40.85. Therefore, the City did not consider Golf Automation to be a “top proposer” and opted to not extend an interview to it. One determining factor in the decision to not interview Golf Automation was that Golf Automation’s score could not mathematically reach or exceed the scores of CourseCo or Touchstone Golf, even if Golf Automation received full scores for the interview portion and CourseCo and Touchstone Golf received zero interview points. For that reason, staff chose not to advance Golf Automation to the interview process.

Regardless, Section 5 of the Request for Proposals document clearly stated that all objections to the City’s requirements and specifications needed to be submitted to the City by the deadline of August 5, 2022. If Golf Automation believed the City’s process to be arbitrary and capricious or had objections to the City’s evaluation process, it was free to voice its objection prior to the August 5 deadline, yet Golf Automation did not do so and therefore waived its rights to do so.

Specifically, Section 5 of the Request for Proposals document states:

5 OBJECTIONS

Any objections as to the structure, content, or distribution of this RFP must be submitted through the Question and Answer portal on Biddingo. Objections must be as specific as possible and must identify the RFP section number and title, as well as a description and rationale for the objection.

All objections, questions, and inquiries pertaining to this RFP must be received by the Deadline for Questions and Objections specified on the cover sheet.

The City’s evaluation process was clearly outlined through the RFP documents and communicated to all potential proposers. The decisions not to interview Golf Automation and to not compare its score with the highest scoring proposals that were granted interviews are supported by the use of clear key evaluation criteria in evaluating Golf Automation’s submitted proposal and the evaluation panel comments (see Attachment A below).

Protest Reason 2: City has not yet made available all the proposers’ proposals, evaluations, and complete scoring sheets, as required by law, so that a full determination of proposals’

responsiveness can be made, in addition to whether all proper disclosures have been made concerning conflicts of interest.

City Response to Protest Reason 2: The City has provided the requested documents in accordance with the Public Records Act and applicable City requirements. The Protest Letter cites to California Public Contract Code § 10344(c)(2) as its authority for requiring the City disclose complete scoring sheets yet fails to acknowledge that the cited statute applies only to the acquisitions of certain goods and services by *State Agencies* (see Pub. Contract Code, § 10335.7). As you are aware, the City is not a state agency and therefore the State statute is inapplicable to this RFP process.

All relevant public documents have been provided from the City to Golf Automation. In response to the Public Records Act request received on November 3, 2022, the City provided copies of responsive documents including the questionnaire, lease terms, and budget. Subsequently, the City provided additional documents on November 23, 2022. Further, the City provided overall evaluation panel comments and overall summary scoring sheet, which was shared on February 10, 2023 in response to the original Public Records Act request. The City acknowledges that it received complete proposal documents from three proposers who were provided scores, including Conflict of Interest Forms from each proposer. Each proposal was thoroughly reviewed as part of the evaluation process.

In summary, the City has provided all relevant public documents to Golf Automation and there is no basis to find the other proposals non-responsive. The City's evaluation panel scored each proposal based on clear and objective evaluation criteria.

Protest Reason 3: Based upon the City's partial disclosure of the proposers' proposals and scoring sheets, it is clear that both CourseCo, Inc.'s and Touchstone, LLC's proposals are nonresponsive and must be rejected.

City Response to Protest Reason 3: The City does not deem CourseCo's response in that example to be nonresponsive. The Protest Letter does not provide reasoning or specific evidence as to why CourseCo or Touchstone Golf's proposals are nonresponsive, other than one example provided in Exhibit 1 of the Protest Letter. The Exhibit copies CourseCo's response to Question 2 in *Part 6- Environmental Stewardship of the Proposal Questionnaire*. In responding to this question, CourseCo referenced their response to Question 1, "Explain how your company prioritizes environmental safety and preservation in your current operations." See Attachment B for CourseCo and Golf Automation proposal responses to questions included in this section of the RFP.

Specifically, CourseCo's stated in their response to Question 1 that "Environmental Stewardship is another one of CourseCo's Four Core Values." The response also included reference to their receipt of Audubon Certifications for their operations at both Los Lagos and Rancho del Pueblo golf courses and for a recycling and composting program at all of their 40

locations. Related to this response, it is important to note that the Audubon Society awards certifications to recognize program members that demonstrate their commitment to environmental quality by meeting required standards for protecting the environment, conserving natural resources, and providing wildlife habitats.

Ironically, Golf Automation's claim that CourseCo's response to this question should be deemed nonresponsive applies even more so to Golf Automation's own response. As seen in Attachment B, Golf Automation's response to this particular question was "As mentioned previously, Los Lagos has certainly [response left incomplete]." The City's evaluation panel cannot conjecture as to what Golf Automation certainly has done, or plan to do. Nor was this the only incomplete response submitted as part of Golf Automation's application, including at least one question that was left entirely unanswered. The evaluation panel found that CourseCo's response the questions posed in the RFP were consistently more responsive, more detailed, and provided concrete examples when compared to Golf Automation's responses to the same questions, resulting in CourseCo scoring higher in several categories. The City did not find CourseCo's responses to the RFP to be non-responsive, but did find Golf Automation's submitted responses to be lacking.

The Exhibit of the Protest Letter provides screenshots of independent research conducted by Golf Automation that purports to be evidence of material misrepresentations or evidence of submitting incorrect information. Based on the information submitted in the proposals, the City found no evidence that "material facts" were withheld or misrepresented by CourseCo during the proposal evaluation process. The City has reviewed the information provided in Golf Automation's protest and determined the few selected examples provided do not constitute evidence of submitting incorrect information and would not materially impact CourseCo's overall score or their ability to efficiently and effectively administer the City's golf courses.

Regarding the screenshot provided of a personal injury lawsuit against Touchstone Golf and a potential class-action lawsuit for failure to pay overtime, this information certainly would be material to the City's evaluation and the City would have expected Touchstone Golf to disclose this information as part of the RFP process. However, Section 13 of the RFP does not automatically disqualify proposers due to active litigation, but states that evidence of wage theft judgments *may* also result in disqualification. At this point, the City does not plan to retroactively disqualify Touchstone Golf, given the decision to recommend award of the contract to CourseCo.

Protest Reason 4: Based upon the City's partial disclosure of the proposers' proposals and scoring sheets, a conflict of interest exists between the City and CourseCo, Inc., which could also amount to collusion, and CourseCo, Inc. must be disqualified from bidding pursuant to Section 13.

City Response to Protest Reason 4: The City did not identify a conflict of interest with CourseCo's proposal. The City requires that proposer personnel who would be assigned to

work on the proposed assignment respond to specific questions on the Conflict of Interest Form related to any personal relationships, stocks and investments, employment and consulting, payment or gifts, real estate, or positions held of any entity that would be affected by or involved in the proposed assignment. CourseCo did disclose that it has been the operator at both Los Lagos and Rancho del Pueblo for over twenty years and through this work have a professional relationship with City staff associated with the golf course. CourseCo further stated that this relationship would not affect their judgement or ability to execute an agreement in a fair and impartial manner. The City reviewed CourseCo's Conflict of Interest Form and determined that no perceived or actual conflict exists.

The Exhibit of the Protest Letter also questions whether preferential treatment was given to CourseCo as an incumbent without mentioning such preference in the evaluation criteria. No evidence of preferential treatment was provided in support of this speculation. No preferential consideration was explicitly or implicitly given to CourseCo, and scoring of each proposal was conducted strictly according to the evaluation criteria that was provided. CourseCo was not provided a higher score due to being an incumbent. Rather, their experience operating golf courses and management proficiency was considered as a whole when evaluated by the panel.

Neither the evaluation panel nor the independent review conducted in response to this Protest Letter identified any conflict of interest with CourseCo. The City will not disqualify CourseCo as a bidder under the RFP.

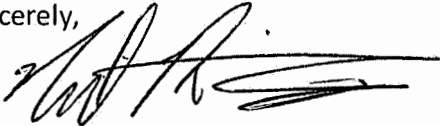
Conclusion

The City has carefully reviewed, evaluated, and considered the Protest Letter and the administrative record for this RFP. The appeal as set forth in the Protest Letter is denied based on all of the reasons set forth above. As explained in detail above, Golf Automation's proposal was lacking key items that were assessed using the City's evaluation criteria, including experience and qualifications; management, operations, and maintenance plan; alternative use plan and expanding public access; and community benefit and diversity initiative strategies. The evaluation panel noted several items were either not provided in the response or details to allow the City's scoring panel to assess Golf Automation's ability to provide the services requested under the Request for Proposal (RFP), which ultimately led a final proposal score of 40.85. This low score is the reason Golf Automation was not interviewed or selected for contract award.

The City will not extend the protest period to allow Golf Automation to second-guess the City's award decision. The City has complied with all of its obligations under the Public Records Act and disclosed all responsive documents and evaluation panel comments. The City also found that CourseCo properly disclosed its professional relationship with the City, as they currently manage, operate, and maintain the Los Lagos and Rancho del Pueblo Golf Courses, and that no conflict of interest exists.

While the City appreciates Golf Automation's interest in this procurement and the concerns that were raised, the issues raised in the protest are not of sufficient merit to overturn the award to CourseCo. Consequently, the City will be continuing with the determination made in the initial Notice of Intent to Award Contract pursuant to this RFP. Please note that pursuant to San José Municipal Code section 4.12.460, any appeal of this decision must be filed with the City Clerk within ten calendar days of the sending of this decision.

Sincerely,

A handwritten signature in black ink, appearing to read 'Neil Rufino', with a long horizontal flourish extending to the right.

Neil Rufino

Assistant Director of Department of Parks, Recreation and Neighborhood Services

Attachment A- Golf Automation, Inc. Proposal Evaluation Summary

Attachment B- Responses to Environmental Stewardship Questions

ATTACHMENT A
Golf Automation, Inc. Proposal Evaluation Summary

Evaluation Area	Key Evaluation Criteria	Evaluation Panel's Comments Regarding Golf Automation Responses
Experience and Qualifications	1. Proposer has sufficient history working on 18-hole and 9-hole courses.	a. Stated their experience but very limited detail b. 30 years of experience, 9-19 hole experience, states that they meet requirements on Form 3 but does not provide specific details
	2. Proposer has sufficient experience on recent projects for of similar size and scope of the City. Proposer should have listed minimum five years of project experiences.	a. States more than 5 years' experience. Project descriptions were vague b. Exec staff has minimum experience in the industry but not extensive. Gave one example of a course they brought up to standards. Lacking depth on how or the overall results c. Described what experience they will need to hire. Did not refer to industry certifications. d. Has the minimum experience. Didn't describe an extensive experience e. Features 1 project, does not provide specific details on size and scope of project in relation to the City properties
	3. Proposer articulates clearly the experiences of the proposed on-site manager, resident professional, and resident superintendent AND these experiences are satisfactory given the above standards. 4. Proposer provided the management staffs resumes, certifications, and/or proof of credentials AND staff documentation is satisfactory given the above requirement standards.	a. Noted that any staff would hold qualifications but did not name or describe anyone except Executive Staff b. Availability of personnel may change, confirmed that any assigned personnel would meet and exceed the requirements set forth in the proposal. Minimal details provided for 3 staff c. States that they meet minimum qualification but does not provide any documentation d. Did not indicate specific experiences with public golf courses or meeting the certification required for management staff
	5. Proposer clearly outlines previous critical success factors for its current or previous operations.	a. Repeated main initiatives without detail on how to achieve them or the impact b. No previous critical success factors provided

		<p>c. Recommends that revenue could be increased in restaurants and golf shop but does not provide details</p>
	<p>6. Evaluate the staffing plan according to the guidelines listed above. Staffing plan should include duties of each position, differences between initial start-up and future ongoing operations, proposed staffing coverage across operating hours and maintenance hours, emergency operations staffing procedures, labor and training procedures, and a list activities which might occur off-site (i.e., regional offices). This response will also include synergies and difference between the proposals of each course. Include whether or not the synergies and difference are properly and holistically evaluated.</p>	<p>a. Little to no actual information about staffing model, assignments and tasks.</p> <p>b. Did not provide a staffing plan. Talked about recruitment methods. Did not provide expected job duties or qualifications. Did not address the courses individually.</p> <p>c. Describes recruitment process, 1:1 with staff and performance evaluations, provides data collection model for staffing plan development, no staff plan submitted</p>
<p>Management, Operations, and Maintenance Plan</p>	<p>1. Evaluate the quality and breadth of the guest service training plan.</p>	<p>1. Minimal info provided on guest service training. Did not connect training to results or a follow up plan</p>
	<p>2. Does the proposed speed of service guidelines seem feasible and/or reasonable?</p>	<p>a. No information provided on the following speed of service guidelines, guest service policies and quality assurance procedures, guest guarantees, exchange, and refund policies, guest service research or Wi-Fi access</p>
	<p>3. Proposer provides a service policy and quality assurance plan that will adequately meet the needs of the facility. Differentiation of service based on segment of the operation will be viewed favorably (i.e., how service policies differ based private venue rentals).</p>	<p>a. No information provided on the following speed of service guidelines, guest service policies and quality assurance procedures, guest guarantees, exchange, and refund policies, guest service research or Wi-Fi access</p>
	<p>4. At minimum, the proposer includes a physical maintenance plan that indicates the equipment necessary to manage the property and the chemicals</p>	<p>a. Copied Maintenance component of Exhibit C in RFP exemplar and maintenance, equipment list not included</p>

	<p>necessary to manage the property. Responses that acknowledge the obligations listed in the exemplar agreement as well plans that outline a fiscally responsible and efficient maintenance plan will be viewed favorably. Plans that identify expected process of obtaining, leasing, or buying equipment from current vendors should be evaluated.</p>	
	<p>5. Proposer outlines their projected practices that include prioritizing environmental safety and preservation. These plans should match goals and ideals with tangible practices to enact them.</p>	<p>a. Role model in environmental safety and preservation by stewarding positive impact of the golf courses and open space, utilize renewable energy, eliminate water waste, reduce the use of harmful pesticides, and continue to facilitate ecologically friendly golf course maintenance practices which protect the environment and wildlife habitats, Provide recycling in house, not enough detail on how these items will be implemented.</p> <p>b. Sections of Part 6 were not completed</p> <p>c. Extremely minimal plan for environmentally friendly practices. Stated the importance of this issue.</p>
<p>Additional/Alternative Uses and Expanding Public Access</p>	<p>1. Proposer provides an innovative and actionable plan to expand public access and recreational uses. Recreational uses can be widespread but responses that indicate programming with under-represented communities, and activities that are culturally/socially/geographically relevant will be viewed favorably.</p> <p>2. Alternative use and public access expansion plans that seek to represent and increase inclusion for low-income residents.</p>	<p>a. Plan described an understanding of the need and multiple events/programs that could address it. Plan was limited on access solutions or how these programs would be implemented, funded. Events and programs were listed with no explanation of what they are or would do.</p> <p>b. Programs suggested addressed general popularity but did not demonstrate an understanding of community interest or need</p>
	<p>1. Proposer outlines a plan to host both golf and non-golf related events. Proposers who outline</p>	<p>a. Combining golf, fitness, aquatics, bowling, tennis, pickleball, golf simulators, miniature golf, footgolf,</p>

<p>Community Benefit and Diversity Initiative Strategies</p>	<p>events relevant (socially and culturally) to the neighboring communities, will be viewed more favorably.</p> <p>2. Proposer includes a diversity and inclusion perspective. Suggests reduced fee events.</p>	<p>racket ball, boxing, etc., to social circles within the Golf Automation family of products and services, No events outlined</p> <p>b. Plan described an understanding of the need and multiple events/programs that could address it. Plan was limited on access solutions or how these programs would be implemented, funded. Events and programs were listed with no explanation of what they are or would do.</p> <p>c. Mentions mixed use but does not define or mention reduced fees</p> <p>d. Diversity and Inclusion Plan was lacking in addressing financial access and barriers to golf. It addressed alternative activities at the site more.</p> <p>e. Mention of possible events to draw community (drive in movie) no mention of fees or how they will reach out to community to increase diversity/inclusion.</p>
	<p>1. Proposer provides a marketing plan that is innovative, actionable, and feasible given the staffing plan. Marketing plans target all populations especially those traditionally left out of golfing. Marketing plans should include market research approaches.</p> <p>2. Proposer includes a diverse range of advertising and marketing methods (i.e., their website, social media, networking with other SJ departments). Plans that show relevant communication methods to different audiences should be viewed more favorably (i.e., school outreach for youth, social media for young adults, television or radio for adults).</p> <p>3. Proposer provides a satisfactory previous marketing plan.</p>	<p>a. Marketing plan was basic and lacking innovations that would address the need to target additional demographics where they are. Overall answer was not comprehensive or in depth enough to provide advancement</p> <p>b. Provided a Market Plan overview but not a full marketing plan</p> <p>c. No direct impacts described for marketing plan</p> <p>d. Gave examples or CSJ failures rather than examples of how they have had success in the past. No solutions provided in this proposal.</p>

ATTACHMENT B
Responses to Environmental Stewardship Questions

Evaluation Area	CourseCo, Inc. Response	Golf Automation, Inc. Response
<p>Management, Operations, and Maintenance Plan, Environmental Stewardship</p> <p>Q1. Explain how your company prioritizes environmental safety and preservation in your current operations.</p>	<p>Environmental Stewardship is another one of CourseCo Four Core Values. With a focus on the environment and sustainable practices since our inception in 1989, it is no surprise that CourseCo is the most decorated golf management company in terms of environmental sustainability. Similar to our Community Inclusion, the list of achievements is too long to detail here. However, for the purpose of illustration we have included details on five relevant practices and related recognition that we believe is relevant to the City of San Jose.</p> <p>1. Audubon Certification – Both Los Lagos and Rancho del Pueblo are amongst the 19 CourseCo courses that are currently Audubon certified. With 2 more to receive certification this fall and 10 more in the process and expected to be completed within the next 18 months we will be on target to have 75% of our courses certified.</p> <p>2. Solar Initiative – CourseCo has spearheaded solar installation at three separate properties with an additional five projects pending in 2022 and 2023. Included in the already installed projects was a covered parking lot at Boundary Oak in Walnut Creek where solar power provides the majority of electricity needs for the entire facility.</p> <p>3. Recycling and Composting Program – CourseCo has implemented recycling and composting standards at all 40 locations. Managers received training on the programs during semi-annual education seminars and implementation of the program has reduced waste and associated disposal costs by 30% to 60% per location.</p> <p>4. Use of Sustainable Products – Whether retrofitting existing buildings, or used during the design phase of new building, we focus on the use of sustainable building products and techniques along with other course supplies. Specifics include: o Light Fixtures –</p>	<p>Our company culture has long included the need for environmental sustainability. Primarily running municipal golf courses, we think it is important to the comfort and safety of the community. Especially with the unique design and environmental qualities of these three golf courses (especially in the case of Los Lagos). Our plan is to preserve the current environmental requirements by training our staff, maintenance crew, and players. In performing our responsibilities, we will comply with all federal, state, and local laws and regulations pertaining to storing, using or disposing of hazardous or toxic substances or materials or wastes such as, but not limited to, herbicides, pesticides, algicides or other water treatment chemicals.</p>

The majority of our properties have upgraded light fixtures to LED lighting, in many cases using grant and rebate programs to 100% offset the cost of the upgrades. o Recycled Paint – We use recycled paint when possible, including when we painted the interior of the clubhouse at Glendoveer where we were able to work with Metro to access 100% recycled paint for the project. o Recycled Plastic – When ordering tee signs, benches and other on course accessories we limit our orders to recycled plastics, often receiving grant funds to offset the cost of the products. In addition, we have partnered with our municipal clients, including the City of Walnut Creek in California, to use recycled plastic programs to receive grants for outdoor patio furniture. o Scorecards – It is our company standard that scorecards be printed on recycled paper.

5. Reduction of Chemical Use and Use of Organic Fertilizers – Through training and education of our staff members we have been able to greatly reduce the number of chemicals used on our golf courses. In many cases we are also able to work with organic fertilizers lessening the environmental impact both in the production of the fertilizer as well as the actual use.

Implementation Timeline and Performance History of Sustainable Practices

When it comes to sustainable operations we believe the timeline often tells an important part of the story. As you can see below our commitment to environmental sustainability goes back to our inception and the proof is in what we have done instead of promises of the future.

1. Audubon Certification – Our first Audubon Certified golf course was Crystal Springs which was certified in 1998 becoming the first golf course to receive certification in the State of California. With 19 courses currently certified, our commitment to the program continues with two additional courses scheduled to receive certification before the end of this year.

	<p>2. Solar Initiative – Our first solar project was the Glendoveer Cart Barn which was constructed in 2013 and has been accelerated with the current projects under development starting in 2021.</p> <p>3. Recycling and Composting Program – This program was beta tested at one of our locations in 2019 and then further developed with company-wide launch in April 2022.</p> <p>4. Sustainable Building Products – This has been a company-wide commitment for over three decades. There is no specific launch date but evidence can be seen from our early days in using recycled paper for scorecards, installing recycled plastic tee signs in the late 90's to LED upgrades starting in 2012. These best practices are trained, coached and constantly being updated and upgraded as we are always striving to be better.</p> <p>5. Reduction of Chemicals – This has been part of our operating plans since our first day of operations in 1989. It was more formally introduced when we began Audubon Certification in the late 90's and continues through our maintenance planning today.</p>	
<p>Management, Operations, and Maintenance Plan, Environmental Stewardship</p> <p>Q2. How will you continue to implement these priorities with the City of San José Golf Courses?</p>	<p>As outlined above and in other sections our commitment to environmental sustainability has been in place since our inception and is represented in our core values. Further, our track record in partnership with the City of San Jose speaks to on ongoing commitment. We look forward to bringing this commitment to San Jose Municipal Golf Course and continuing to be leaders in this field.</p>	<p>As mentioned previously, Los Lagos has certainly [Response was incomplete]</p>

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