**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090439-26-G,**
**Business Plan Consultant for the Golf Division**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090439-26-G, Business Plan Consultant for the Golf Division (Contractor). (hereinafter referred to as "Consultant" or "Contractor").

**RECITALS**

On or about 3/10/2026 City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide business planning consulting for the Golf Division as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I**
**CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**1.3 Contract Administrator.** The Parks and Recreation Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Tim Graham, Assistant Deputy Director
Parks & Recreation
11480 North Torrey Pines Rd
La Jolla, CA 92037
858-552-1634
tgraham@sandiego.gov

**1.4 Written Authorization.** City shall issue a written authorization to proceed before Consultant is authorized to perform Services.

**1.5 Duty to Inform City of Changes in Scope of Services.** Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services, Compensation and Fee Schedule, or Time Schedule, and shall obtain the City's written consent to the change prior to making any

changes. In no event shall the City's consent be construed to relieve Consultant from its duty to render all Services in accordance with applicable law and industry standards.

**1.6 Competitive Bidding.** If applicable, Consultant shall ensure that any plans, specifications, studies, or reports prepared, required, or recommended under this Agreement allow for competitive bidding. Consultant shall prepare such plans, specifications, studies, or reports so that procurement of services, labor or materials are not available from only one source, and shall not prepare plans, specifications, studies, or reports around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by City. Consultant shall submit this written justification to City prior to beginning work on such plans, specifications, studies, or reports. Whenever Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Services.

## ARTICLE II
## DURATION OF CONTRACT

**2.1 Term.** This Contract shall be for a period of one year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for an additional one (1) year period to complete the project. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date**. This Contract shall be effective on the date it is executed by the last Party to sign the Contract and approved by the City Attorney in accordance with San Diego Charter Section 40.

## ARTICLE III
## COMPENSATION

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed $150,000.00.

**3.2 Additional Services.** City may require Consultant to perform additional Services beyond those described in the Scope of Services (Additional Services). Before Consultant commences such work, the Parties must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with Section 3.3.

**3.3 Manner of Payment.** City shall pay Consultant in accordance with the Compensation and Fee Schedule. Consultant is not entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. Consultant shall include with each invoice a description of completed Services, reasonably related expenses, if any, and all other information, including but not limited to the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. City will pay undisputed portions of invoices within thirty calendar days of receipt.

**3.4 Additional Costs.** Additional Costs are costs that can be reasonably determined to be related to Consultant's errors or omissions, and may include Consultant, City, or Subcontractor overhead, construction, materials, demolition, and related costs. Consultant shall not be paid for the Services

required due to the Consultant's errors or omissions, and Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, to Consultant. Whether or not there are any monies due, or becoming due, Consultant shall reimburse City for Additional Costs due to Consultant's errors or omissions.

**3.5 Eighty Percent Notification.** Consultant shall promptly notify City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater than the maximum compensation for this Agreement.

## ARTICLE IV
## WAGE REQUIREMENTS

**4.1** Reserved.

## ARTICLE V
## CONSULTANT'S OBLIGATIONS

**5.1 Right to Audit.** City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subcontractor's premises, to review and audit Consultant's or Subcontractor's compliance with the provisions of this Agreement (City's Right). City's Right includes the right to inspect, photocopy, and retain copies of any and all books, records, documents and any other information (Records) relating to this Agreement outside of Consultant's premises if deemed necessary by City in its sole discretion. City shall keep these Records confidential to the extent permitted by law.

**5.1.1 Audit.** City's Right includes the right to examine Records of procedures and practices that City determines are necessary to discover and verify that Consultant or Subcontractor is in compliance with all requirements under this Agreement.

**5.1.2 Cost Audit.** If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to Records that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

**5.1.3 Accounting Records.** Consultant and all subcontractors shall maintain complete and accurate Records in accordance with generally accepted accounting practices. Consultant and Subcontractors shall make available to City for review and audit all Records relating to the Services. Upon City's request, Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to City.

**5.1.4 City's Right Binding on Subcontractors.** Consultant shall include City's Right as described in this Section 5.1 in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

**5.2 Subcontractors.** Consultant's hiring or retaining of any third parties (Subcontractors) to perform Services (Subcontractor Services) is subject to City's prior written approval. Consultant shall list all Subcontractors known to Consultant on the Subcontractor List at the time this Agreement is entered. Consultant shall give written notice to the City of the need at least 45 days before entering into a contract for such Subcontractor Services. Consultant's notice shall include a justification, a description of the Scope of Services, and an estimate of all costs for Subcontractor Services. Consultant may request that City reduce the 45-day notice period. City agrees to consider such requests in good faith.

**5.2.1 Subcontractor Contract.** Consultant shall require Subcontractor to obtain and maintain insurance policies as required by City for the duration of this Agreement. Consultant shall determine Subcontractor policy limits and required endorsements proportionate to the services performed by Subcontractor.

**5.2.1.1** Consultant is obligated to pay Subcontractor, for Consultant and City-approved invoice amounts, out of amounts paid by City to Consultant not later than fourteen working days from Consultant's receipt of payment from City. Nothing in this paragraph shall be construed to impair the right of Consultant and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

**5.2.1.2** If Subcontractor's performance is deficient, Consultant shall notify City in writing of any withholding of payment to Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action Subcontractor must take in order to receive the amount withheld. Once Subcontractor corrects the deficiency, Consultant shall pay Subcontractor the amount withheld within fourteen working days of the Consultant's receipt of City's next payment.

**5.2.1.3** City shall not be made a party to any judicial or administrative proceeding to resolve any dispute between Consultant and Subcontractor. Consultant agrees to defend and indemnify the City as described in the City's General Terms and Conditions, attached hereto as Exhibit D, and incorporated by reference, in any dispute between Consultant and Subcontractor should City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

**5.2.1.4** Subcontractor must comply with the City's Equal Opportunity Contracting Program requirements.

**5.2.1.5** City is an intended beneficiary of any work performed by Subcontractor for purposes of establishing a duty of care between Subcontractor and City.

**5.3 Consultant Award Tracking Form.** Consultant shall submit statistical information to City as requested in City's Consultant Award Tracking Form. The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Consultant Award Tracking Form. With the Contract Award Tracking Form, Consultant shall provide an invoice from each Subcontractor listed in the report. Consultant agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subcontractor Services.

**5.4 Consultant and Subcontractor Principals for Consultant Services.** This Agreement is for unique Services. City has retained Consultant based on Consultant's particular professional expertise as exhibited by the following members of the Consultant's organization: [List individuals by name and

title] (the Project Team). Consultant may not delegate the performance of Services to other members of Consultant's organization or to Subcontractors without City's prior written consent. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Services and may not be removed from the Project without the City's prior written approval. City may consider Consultant in default of this Agreement if any member of the Project Team is prevented from providing Services without City's prior written approval. Consultant must consult City as to any replacement if any member of the Project Team becomes unavailable. City may terminate this Agreement if City does not approve of a proposed replacement. Further, City reserves the right, after consultation with Consultant, to require any of Consultant's employees or agents to be removed from providing Services under this Agreement.

**5.5 Consultant Evaluation.** City will evaluate Consultant's performance using the Consultant Evaluation Form.

## ARTICLE VI
## CONTRACT DOCUMENTS

**6.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**6.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**6.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Pricing

**6.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

**6.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

National Golf Foundation Consulting Inc.

Proposer

501 N. Highway A1a
Street Address

Jupiter, FL 33477
City, State, Zip

(561) 744-6107
Telephone No.

rsinger@ngf.org
E-Mail

BY: Richard Singer
Richard Singer (Sep 18, 2026 10:26:50 EDT)
Signature of Proposer's Authorized Representative

Richard Singer
Print Name

Title

09/18/2026
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:

Print Name:
Claudia Abarca
Director, Purchasing & Contracting Department

09/18/2026
Date Signed

Approved as to form this 21 day of September, 20 26.
Heather Ferbert, City Attorney

BY: Jane M. Boardman
Jane M. Boardman (Sep 21, 2026 11:52:04 PDT)
Deputy City Attorney

**EXHIBIT A**
**PROPOSAL SUBMISSION AND REQUIREMENTS**

## A. PROPOSAL SUBMISSION

**1. Timely Proposal Submittal.** Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

**1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

**1.4 Pre-Proposal Conference.** No pre-proposal conference will be held for RFP.

**1.4.1** Reserved.

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

**2. Proposal Format and Organization.** Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

**Tab A - Submission of Information and Forms.**

**2.1** Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

**2.2** Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

**2.3** The Contractor Standards Pledge of Compliance Form.

**2.4** Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

**2.5** Reserved.

**2.6** Reserved.

**2.7** Reserved.

**2.8** Additional Information as required in Exhibit B.

**2.9** Reserved.

**Tab B – Executive Summary and Responses to Specifications.**

**2.10** A title page.

**2.11** A table of contents.

**2.12** An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

**2.13** Proposer's response to the RFP.

**Tab C – Cost/Price Proposal.** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

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

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

**6. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.

**7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

**8. Incurred Expenses**. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of

the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

## B. PRICING

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{\text{(contract price} - \text{lowest price)}}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is $100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is $105 and the maximum allowable points is 60 points, then that proposal would receive (1 – ((105 – 100) / 100) x 60 = 57 points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

**3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in

market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

## C. EVALUATION OF PROPOSALS

**1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

**2. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

**3. Evaluation Process.**

**3.1 Process for Award.** A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

**3.2 Reserved.**

**3.3 Mandatory Interview/Oral Presentation.** The City will require proposers to interview and/or make an oral presentation if one or more proposals score within Five (5) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within Five (5) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

**3.4 Discussions/Negotiations**. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal or award the contract without further negotiation.

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

**3.6 Evaluation Criteria**. The following elements represent the evaluation criteria that will be considered during the evaluation process:

| | MAXIMUM EVALUATION POINTS |
|---|---|
| **A. Proposer Qualifications.** | **20** |

1. Relevant Experience: Experience in developing business plans, especially within the golf industry, is highly prioritized.
2. Client References and Case Studies: Demonstrated success with previous projects, particularly for golf courses or similar recreational facilities.
3. Team Expertise: Qualifications of the project team, including golf operations, finance, and strategic planning experts.
4. Industry Knowledge: Understanding of current trends and challenges in the golf industry.
5. Exceptions to RFP.

**20**

**B. Technical Capabilities.**

**Timeline and Deliverables (10 points)**

1. Project Timeline: Proposed timeframe for completion, including milestones for drafts, feedback, and final delivery.
2. Milestone Tracking: Ability to define clear deliverables at each stage of the project.
3. Realism of Timelines: Evaluation of whether the proposed timeline is feasible given the project's complexity.

**Communication and Reporting (10 points)**

4. Reporting Process: The proposed methods for keeping the client updated on progress.
5. Client Engagement: Plan for involving the client in key decision-making stages throughout the project.

| | MAXIMUM EVALUATION POINTS |
|---|---|
| **C. Outreach and Implementation** | **50** |
| **Scope of Services (25 points)** | |
| 1. Comprehensiveness of Proposal: How well the consultant addresses all components of the business plan (e.g., operational strategy, marketing, financial planning, risk analysis). | |
| 2. Market Research and Competitive Analysis: Depth of analysis regarding competition, trends, and the economic environment surrounding the golf industry. | |
| 3. Risk Identification: Assessment of potential operational, financial, and market risks for the golf course. | |
| 4. Mitigation Strategies: Proposals for how to address or minimize identified risks. | |
| **Community Engagement (25 points)** | |
| 5. Stakeholder Engagement Strategy: Approach for collaborating with key stakeholders such as management, staff, customers, and community members. | |
| 6. Execution: Scheduling public meetings, data collection, analysis and incorporation into business plan. | |
| **D. Price.** | **5** |
| 1. Detailed Budget: Breakdown of costs, including consultant fees, travel, and any additional expenses. | |
| 2. Payment Terms: Clarity and flexibility in the payment schedule. | |
| **E. Mandatory Interview/Oral Presentation** | **5** |
| 1. Business Plan Experience and Qualifications. | |
| 2. Professionalism; presentation of "Self" and "Team"; Clarity, brevity, and completeness of responses to questions. | |
| 3. Thoroughness and Clarity of Presentation. | |
| 4. Examples of final work products similar to deliverables listed in Exhibit B. | |
| SUB TOTAL MAXIMUM EVALUATION POINTS: | **100** |
| **F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*** | **12** |
| FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE: | **112** |

*The City shall apply a maximum of an additional 12 points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

**4. Rejection of All Proposals.** The City may reject any and all proposals when to do so is in the City's best interests.

**D. ANNOUNCEMENT OF AWARD**

**1. Award of Contract**. The City will inform all proposers of its intent to award a Contract in writing.

**2. Obtaining Proposal Results**. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

**3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

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

**F. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

**4. Consultant Award Tracking Form.**

**5. Conflict of Interest Certification.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

**EXHIBIT B**
**SCOPE OF WORK**

## A. SPECIFICATIONS

The Business Plan Consultant (Consultant) will assist the City of San Diego Golf Operations Division (Division) by providing strategic direction through assessing the Division's current position, development of future goals, and outlining a path to achieve them. The Consultant will conduct detailed market research and analysis which will identify competitors and evaluate market trends and customer behavior. This information will be utilized to draft a Business Plan to guide the Divisions long term direction.

### 1.0 PROJECT DESCRIPTION

For more than 100 years, the Division has been dedicated to serving patrons and players of all ages and abilities while enhancing their enjoyment of the game by providing high-quality golf experiences. The primary purpose of the Golf Operations Division Business Plan (Business Plan) is to be a guide for the management of the three City-owned and operated golf complexes. The three golf complexes are Balboa Park Golf Course, Mission Bay Golf Course, and Torrey Pines Golf Course. The courses include two driving ranges, five golf courses, 81 holes of golf, and over 400 acres of highly manicured turfgrass.

### DESIGN SCOPE OF SERVICES

### 1.1 SUMMARY OF SCOPE OF SERVICES

The City of San Diego (City) is seeking a highly qualified business plan consultant to prepare a comprehensive Business Plan to serve as a guide for the management of the three City-owned and operated golf complexes. The Consultant will work directly with City staff to evaluate the current golf complexes, schedule and actively participate in community meetings, assist City staff in presentations to the Municipal Golf Committee, Parks and Recreation Board, the City's Environment Committee and City Council, and draft the Business Plan that will be submitted for approval by the San Diego City Council. To successfully achieve these goals, the Consultant must complete the following minimum requirements.

#### 1.1.1 Needs Assessment:

Conduct a comprehensive SWOT analysis of the Division's current operations, facilities, and services to identify strengths, weaknesses, opportunities, and threats. This process should include current golf operations, an in-depth review of customer demographics to understand target audiences and market trends, and a competitor analysis to identify potential challenges and areas for differentiation.

#### 1.1.2 Market Research:

Conduct comprehensive local and national market research to understand emerging trends and challenges within the golf industry. Evaluate and identify potential new target markets, assess the demand for different types of golf

services the Division may want to consider, and identify key factors that influence customer preferences.

### 1.1.3 Operational Efficiency Review:

Evaluate the efficiency of current operational processes, staffing levels, and resource utilization for the Division's three golf complexes and administrative office. Identify areas for improvement in service delivery, cost-effectiveness, and overall operational effectiveness.

### 1.1.4 Strategic Planning:

Assist the Division in developing a comprehensive strategic plan that identifies short-term and long-term goals, strategies for achieving those goals, and key performance indicators to measure success. Environmental sustainability and community engagement must be a consideration for the Business Plan and should comply with all existing planning documents, including the City of San Diego Parks Master Plan, Climate Action Plan, and Tactical Equity Plan.

### 1.1.5 Revenue Diversification:

Evaluate opportunities for revenue diversification, including identifying potential corporate partnerships, golf tournaments, special events, and unrealized revenue streams. Provide recommendations for optimizing the existing price structure to enhance the financial sustainability of the division.

### 1.1.6 Community Engagement:

Develop and implement at least two community meetings and workshops to solicit input from the public regarding the updated Business Plan. Propose programs, events, and partnerships that foster a sense of community and encourage diverse participation. Solicit feedback and recommendations from existing stakeholders, including the City's Municipal Golf Committee, Men's and Women's Clubs, Parks and Recreation Board, and the San Diego Parks Foundation. Attend Environment Committee and City Council meetings to assist in the presentation of the Business Plan for Council approval.

### 1.1.7 Implementation Plan:

Provide a detailed roadmap for implementing the proposed strategies and recommendations while outlining the specific action steps, timelines, and required responsible parties to ensure a smooth and effective transition.

#### 1.1.8 Monitoring and Evaluation:

Establish a framework for ongoing monitoring and evaluation of the implemented strategies. Define key performance indicators and measurement tools to track the success of the Business Plan over time.

#### 1.1.9 Documentation and Reporting:

Prepare a comprehensive Business Plan document that includes all findings, recommendations, and action plans. Provide monthly progress reports and updates throughout the consulting engagement time period.

### 1.2 BUSINESS PLAN MANAGEMENT

Provide management support to City in the execution of the Business Plan. Attend meetings as requested by City and coordinate the preparation of supporting materials as required. Provide status on Business Plan objectives.

Prepare and maintain a project schedule as a tool for managing and monitoring progress of the Business Plan development. The schedule must include project tasks, task inter-relationships, milestones, and intermediate and final plan deliverables in accordance with all requirements outlined in section 1.4.

#### 1.2.1 COORDINATION

Provide coordination and communications between the City of San Diego Parks and Recreation management staff and the Consultant's staff as necessary to keep the entire project team informed of the plan's key issues and decision points. The Consultant must provide coordination during the entire process and obtain feedback from City staff. It will also be necessary to provide information and receive direction from City staff to fulfill the community and environmental expectations of City. The Consultant must attend and coordinate Preliminary Meetings with relevant stakeholders to establish base conditions and requirements for the overall Business Plan.

The Consultant must provide coordination and communications between its own project management team and the project manager of the various planned elements, activities, and tasks, with City direction, insights, and input.

#### 1.2.2 BUSINESS PLAN MEETINGS/PRESENTATION

Prepare the meeting agenda/minutes and distribute them to attendees and others designated by the City's project manager. Ensure that the appropriate task managers address all project team action items.

### 1.2.3 KICK-OFF AND PROGRESS MEETINGS

City will conduct a Business Plan kick-off meeting; the Consultant must have its project manager attend the meeting and must present its project schedule.

The Consultant will lead progress meetings with City's project manager. These meetings must occur every two weeks, but no less than once a month.

## 1.3 DEVELOPMENT OF BUSINESS PLAN

**1.3.1** General

The finalized Business Plan and its components will be used as a tool and guideline to support the City's goals and requirements for the Division's golf complexes. Future management teams will refer to the Business Plan as they prepare programmatic improvements throughout the Division. The Consultant must perform a risk assessment and establish mitigation strategies to address unexpected market challenges, allowing for flexibility and future adaptability. By incorporating today's needs and mission requirements into a compelling vision with clear goals and measurable objectives, the Consultant must prepare a Business Plan that sustainably accommodates future change.

**1.3.2** The Business Plan document must include the following sections:

a. Executive Summary

b. Community Engagement

c. Golf Division History/Background Information

d. Organizational Structure

e. Current Conditions

f. SWOT (Strengths, Weaknesses, Opportunities and Weaknesses) Analysis

g. Competitive Analysis

h. Revenue Diversification

i. Implementation Plan

j. Monitoring and Evaluation

k. Appendices with Supporting Documents, if needed

DELIVERABLES

- Business Plan meeting agendas, followed by minutes and summary reports
- 30% Business Plan document submittal
- 60% Business Plan document submittal
- 90% Business Plan document submittal
- Final Business Plan document

### 1.4 APPLICABLE REQUIREMENTS

All plan considerations and recommendations must comply with all San Diego Municipal Codes and all City of San Diego Regulations and Guidelines including the following:

- Parks Master Plan
- Climate Action Plan
- Tactical Equity Plan
- Sustainability Council Policies

## 2.0 SUPPORT DURING BUSINESS PLAN DEVELOPMENT

The Consultant must assist in responding to technical questions regarding research for the Business Plan and the process from stakeholders. Questions and responses must be routed through the Division.

## 3.0 SUPPORT DURING PUBLIC PROCESS PHASE

The Consultant must provide technical support to the Division's Deputy Director during the public process phase as described in section 1.1.

### 3.1 BUSINESS PLAN MEETINGS

#### 3.1.1 Pre-Draft Meeting

The Consultant's project manager must attend and participate in pre-draft meetings to gather information from the City's Parks and Recreation Department to aid in drafting the Business Plan.

**3.1.2** Business Plan Progress Meetings

The Consultant must attend Business Plan progress meetings to review its' progress and assist the Division as requested.

**3.1.3** Business Plan Progress Meetings

City will rely on the Consultant's expertise for preparation and finalization of the analysis, studies, plans, and performance specifications for the Business Plan. Coordination will be required with other City departments, divisions, agencies, community planning groups, and stakeholders during the development of the Business Plan.

**B. LICENSES.** Reserved.

**C. TECHINICAL REPRESENTATIVE.** The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

**D. REFERENCES**

Consultant must demonstrate that they are properly equipped to perform the work as specified in this RFP. Consultant must provide a minimum of three references to demonstrate successful performance for work of similar size and scope as specified in this Contract during the past five years. References must be submitted on the Contractor Standards Pledge of Compliance Form attached to this RFP. Consultant cannot provide a current City of San Diego staff member as a reference. If a City staff member is provided, Consultant will be required to provide an additional reference. The City reserves the right to contact references not provided by Consultant.

Consultant is required to state all subcontractors to be used in the performance of the services described in this Exhibit B Scope of Work, and what portion of work will be assigned to each Subcontractor on the Contractor Standards Pledge of Compliance Form included with this RFP.

City will rely on references as part of the evaluation process. The City reserves the right to take all of the following actions: reject a proposal based on an unsatisfactory reference(s), contact any person(s) associated with the reference(s), request additional references, contact organizations known to have used Consultant's services in the past or is currently using the services supplied by the Consultant or the Consultant's Subcontractors (as listed in the Contractor Standards Pledge of Compliance Form included with this RFP), and to contact independent consulting firms for additional information about the Consultant or Consultant's Subcontractors.

**E. PRICE SCHEDULE**

Costs for Services provided in Table 1 below will be used to calculate pricing for this Contract.

For each Task, Consultants must submit pricing on the form and format provided herein, and in its entirety, to be considered responsive to this RFP. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing must be inclusive of all fees and costs of operations, including office rent, telephone, fascimilie, postage, photocopying, support services and overtime, travel, and any other expenses incurred while providing services for the City, including that of any subcontractors. No other charges will be considered. The City has allocated a maximum budget of $150,000 for this project. Proposers should ensure that their proposed costs to not exceed this amount.

For informational purposes, Consultant must submit an attachment of a detailed cost breakdown identifying: (1) number of staff hours and hourly rates for each professional and support/administrative staff person committed to this effort; (2) an estimate of all direct costs, such as materials and reproduction costs; and (3) an estimate of any subconsultant services. The total price must be stated as a total, not-to-exceed-price for all the services and deliverables described in the Scope of Work. This attachment will not be evaluated as part of the assessment of points for cost pursuant to Exhibit A, 3.6 Evaluation Criteria, D. Cost.

The evaluation of the price will be based on the pricing provided herein.

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## Price Schedule

Costs for Services are provided within the table below and is inclusive of all fees and costs of operations, including office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel, subcontractor fees and any other expenses incurred while providing our services for the City.

| Item # | Task | Service Description | Deliverables | Total Cost |
|---|---|---|---|---|
| 1 | Need Assessment | Identify specific needs and challenges through stakeholder interviews and data collection | - Existing operations, facilities, and services analysis<br>- Competitor analysis<br>- Needs assessment report | $22,000 |
| 2 | Market Research | Conduct market research to analyze the competitive landscape and target demographics. | - Competitive analysis report of local and national market<br>- Market opportunity report<br>- Customer segmentation analysis | $26,000 |
| 3 | Operational Efficiency Review | Evaluate current operations to identify areas for cost savings and process improvements. | - Operational audit report<br>-Recommendations for process improvements | $20,000 |
| 4 | Revenue Diversification | Identify and implement strategies for diversifying revenue streams. | - Revenue diversification plan<br>- Potential new services, partnerships and events outline | $18,000 |
| 5 | Community Engagement | Develop and implement strategies to engage and solicit feedback from the public and stakeholders | - Community engagement plan | $18,000 |
| 6 | Implementation/Strategic Plan | Provide a detailed plan for implementing strategies. Develop a comprehensive strategic plan to guide growth and development to coincide with City planning documents including the Parks Master Plan, Tactical Equity Plan and Climate Action Plan | -Implementation roadmap<br>- Strategic planning workshop<br>- Long term/short term strategic plan document | $12,000 |
| 7 | Monitoring and Evaluation | Establish metrics and processes for monitoring | - Define key performance indicators and | $10,000 |

| | | | | |
|---|---|---|---|---|
| | | strategy effectiveness | measurement tools to track progress | |
| 8 | Documentation and Reporting | Compile findings and strategies into comprehensive reports | - Final Business Plan<br>- Executive summary presentation<br>- Assist with presentation documents to public boards, committees, and elected bodies. | $12,000 |
| | Total | | | $138,000 |

Pricing Table 2 – Unanticipated Services

| Title | Hourly Rate | *Annual Escalator |
|---|---|---|
| Richard Singer | $200 | 1.5% |
| Bill Golden | $200 | 1.5% |
| Ed Getherall | $175 | 1.5% |
| Clark Brown | $200 | 1.5% |
| Jodi Reilly | $125 | 1.5% |
| Paula Roberts | $175 | 1.5% |
| Mike Loustalot | $175 | 1.5% |
| Jeff Danner | $175 | 1.5% |

## Detailed Costs

This following table is for informational purposes. NGF proposes an all-inclusive sum of $138,000.

The detailed cost breakdown identifying: (1) number of staff hours and hourly rates for each professional and support/administrative staff person committed to this effort; (2) an estimate of all direct costs, such as materials and reproduction costs; and (3) an estimate of any subconsultant services.

| **1. Staff** | **Hourly Rate** | **Hours** | **Costs** |
|---|---|---|---|
| Richard Singer | $200 | 174 | $34,800 |
| Bill Golden | $200 | 110 | $22,000 |
| Ed Getherall | $175 | 48 | $8,400 |
| Clark Brown | $200 | 64 | $12,800 |
| Jodi Reilly | $125 | 122 | $15,250 |
| Support/admin staff | $75 | 64 | $4,800 |
| **2. Direct project costs** | - | | $9,950 |
| **3. Subconsultant services** | - | | $30,000 |
| | | **TOTAL** | **$138,000** |

EXHIBIT C

# THE CITY OF SAN DIEGO

# GENERAL CONTRACT TERMS AND PROVISIONS

# APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

## ARTICLE I
## SCOPE AND TERM OF CONTRACT

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

## ARTICLE II
## CONTRACT ADMINISTRATOR

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

## ARTICLE III
## COMPENSATION

**3.1 Manner of Payment**. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts**. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports**. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments**. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth ($5^{th}$) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

## ARTICLE IV
## SUSPENSION AND TERMINATION

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## ARTICLE V
## ADDITIONAL CONTRACTOR OBLIGATIONS

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## ARTICLE VI
## INTELLECTUAL PROPERTY RIGHTS

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6. 2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6. 3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6. 4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a "works for hire" as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6. 5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## ARTICLE VII
## INDEMNIFICATION AND INSURANCE

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage**. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances**. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## ARTICLE VIII
## BONDS

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contact, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## ARTICLE IX
## CITY-MANDATED CLAUSES AND REQUIREMENTS

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations**: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

**9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## ARTICLE X
## CONFLICT OF INTEREST AND VIOLATIONS OF LAW

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000*, et. seq.,* and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## ARTICLE XI
## DISPUTE RESOLUTION

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## ARTICLE XII
## MANDATORY ASSISTANCE

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor , its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City’s request. Contractor’s assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

## ARTICLE XIII
## MISCELLANEOUS

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity**. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

## 2.3 The Contractor Standards Pledge of Compliance Form

**City of San Diego**
**CONTRACTOR STANDARDS**
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of *Attachment A.***

**A. BID/PROPOSAL/SOLICITATION TITLE:**

RFP 10090439-26-G
Business Plan Consultant for Golf Operations Division

**B. BIDDER/PROPOSER INFORMATION:**

NATIONAL GOLF FOUNDATION CONSULTING, INC

| Legal Name | | DBA | |
|---|---|---|---|
| 501 N. HIGHWAY A1A | JUPITER | FL | 33477 |
| Street Address | City | State | Zip |
| Richard Singer, Sr. Director of Consulting Services | (561) 354-1642 | (561) 744-6107 | |
| Contact Person, Title | Phone | Fax | |

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the or
- directing or supervising the actions of persons engaged in the above activity.

| | |
|---|---|
| Richard Singer | Sr. Director of Consulting Services |
| Name | Title/Position |
| Jupiter, FL | |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| 0% | |
| Interest in the transaction | |

| | |
|---|---|
| Bill Golden | Sr. VP of Strategic Services |
| Name | Title/Position |
| Jupiter, FL | |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| 0% | |
| Interest in the transaction | |

| | |
|---|---|
| Jodi Reilly | Research Business Manager |
| Name | Title/Position |
| Jupiter, FL | |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| 0% | |
| Interest in the transaction | |

| | |
|---|---|
| Name | Title/Position |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction | |

| | |
|---|---|
| Name | Title/Position |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction | |

| | |
|---|---|
| Name | Title/Position |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction | |

| Name | Title/Position |
|---|---|
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction | |

| Name | Title/Position |
|---|---|
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction | |

| Name | Title/Position |
|---|---|
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction | |

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five ten (5) years, has your firm changed its name?
☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐ **Yes** ☑ **No**

   If **Yes,** attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ **Corporation** Date incorporated: 03/04/1988 State of incorporation: Delaware

List corporation's current officers: President: Greg Nathan
Vice Pres: Bill Golden
Secretary: Heather Fitzgerald
Treasurer: Heather Fitzgerald

Type of corporation: C ☑ Subchapter S ☐

Is the corporation authorized to do business in California: ☑ **Yes** ☐ **No**

If **Yes,** after what date: 03/25/2026

Is your firm a publicly traded corporation? ☐ **Yes** ☑ **No**

If **Yes,** how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ **Yes** ☑ **No**

If **Yes,** please use Attachment A to disclose.

| Please list the following: | Authorized | Issued | Outstanding |
|---|---|---|---|
| a. Number of voting shares: | _____ | _____ | _____ |
| b. Number of nonvoting shares: | _____ | _____ | _____ |
| c. Number of shareholders: | | | _____ |
| d. Value per share of common stock: | | Par | $ 0.00 |
| | | Book | $_____ |
| | | Market | $_____ |

**Limited Liability Company** Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ **Partnership** Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ **Sole Proprietorship** Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ **Joint Venture** Date formed: _____

List each firm in the joint venture and its percentage of ownership:

**Note**: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form.*

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☐ **Yes** ☑ **No**

   If **Yes,** please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: South State Bank, NA

   Point of Contact: Info is provided by request through the following link https://www.confirmation.com/

   Address: 1101 First Street South, Winter Haven, FL 33880

   Phone Number: (863) 551-5500

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: Will apply if award is granted Year Issued: _____

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐ **Yes** ☑ **No**

   If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Jekyll Island Authority

Contact Name and Phone Number: Noel Jensen (912) 635-4075

Contact Email: njensen@jekyllisland.com

Address: 901 Downing Musgrave Cswy. Jekyll Island, GA 31527

Contract Date: October 1, 2016

Contract Amount: $ 54,000.00

Requirements of Contract: Golf System Business Plan + Implementation Support

Company Name: Metro Parks Tacoma

Contact Name and Phone Number: Chris Goodman (253) 473-3033

Contact Email: chrisg@tacomaparks.com

Address: 7108 Lakewood Dr. W. Tacoma, WA 98467

Contract Date: March 1, 2023

Contract Amount: $ 100,000.00

Requirements of Contract: Comprehensive Golf Business Plan + Implementation Support

Company Name: City of Universal City, Texas

Contact Name and Phone Number: Kim M. Turner (210) 619-0705

Contact Email: citymanager@uctx.gov

Address: 2150 Universal Blvd. Universal City, TX 78148

Contract Date: November 7, 2024

Contract Amount: $ 50,500.00

Requirements of Contract: Golf Facility Business Plan & Economic Impact Analysis

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ **Yes** ☑ **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐**Yes** ☑**No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐**Yes** ☑**No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐**Yes** ☑**No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

   ☐**Yes** ☑**No**

   If **Yes,** please disclose the names of those relatives in Attachment A.

**I. BUSINESS REPRESENTATION:**

1. Are you a local business with a physical address within the County of San Diego?
☐**Yes** ☑**No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐**Yes** ☑**No**

   Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

**J. WAGE COMPLIANCE:**

In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? ☐**Yes** ☑**No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Paula Roberts DBA Aqua Community Relations Group

Address: 4452 Park Blvd Ste 208, San Diego, CA 92116

Contact Name: Paula Roberts Phone: (619) 794-6406 Email: paula@aquacrg.com

Contractor License No.: N/A DIR Registration No.: Exempt

Sub-Contract Dollar Amount: $ $ 10,000.00 (per year) $_____ (total contract term)

Scope of work subcontractor will perform: Community Relations and Public Participation

Identify whether company is a subcontractor or supplier: subcontractor

Certification type (check all that apply): ☑ DBE ☐ DVBE ☑ ELBE ☐ MBE ☑ SLBE ☑ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit. Included after the resume in the proposal response.

Company Name: Danner Design

Address: 707 Continental Cir Apt 1012, Mountain View, CA 94040

Contact Name: Jeffery Danner Phone: (312)914-9589 Email: jeff@dannergolf.com

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: $ $10,000.00 (per year) $_____ (total contract term)

Scope of work subcontractor will perform: Golf course physical evaluation & evironmental compliance

Identify whether company is a subcontractor or supplier: subcontractor

Certification type (check all that apply): ☐ DBE ☐ DVBE ☐ ELBE ☐ MBE ☐ SLBE ☐ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- ☑ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

| Richard Singer, Sr. Director of Consulting Services | | 4/7/2026 |
|---|---|---|
| Name and Title | Signature | Date |

**City of San Diego**
**CONTRACTOR STANDARDS**
**Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Company Name: _____Sagacity Golf Technologies _____

Address: __4250 N Drinkwater Blvd, Ste 300, Scottsdale, AZ 85251 _____

Contact Name:_Mike Loustalot_ Phone:_(480) 236-4497_ Email: _mloustalot@sagacitygolf.com_

Contractor License No.: ___N/A_____ DIR Registration No.: _____

Sub-Contract Dollar Amount: $_$10,000.00_(per year) $ _____ (total contract term)

Scope of work subcontractor will perform: __Tee sheet analysis _____

Identify whether company is a subcontractor or supplier: _Subcontractor_____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

| Richard Singer, Sr. Director of Consulting Services | | 4/7/2026 |
|---|---|---|
| Print Name, Title | Signature | Date |

## 2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

**GOODS AND SERVICES CONTRACTOR REQUIREMENTS**

**I. City's Equal Opportunity Contracting Commitment.**

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

***Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.***

**II. Definitions.**

**Commercially Useful Function:** a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

**Disadvantaged Business Enterprise (DBE):** a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

**Disabled Veteran Business Enterprise (DVBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

**Emerging Business Enterprise (EBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

**Emerging Local Business Enterprise (ELBE):** a Local Business Enterprise that is also an Emerging Business Enterprise.

**Local Business Enterprise (LBE):** a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

**Minority Business Enterprise (MBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

**Other Business Enterprise (OBE):** any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

**Principal Place of Business:** a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

**Significant Employee Presence:** no less than twenty-five percent (25%) of a business's total number of employees.

**Small Business Enterprise (SBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

**Small Local Business Enterprise (SLBE):** a Local Business Enterprise that is also a Small Business Enterprise.

**Women Business Enterprise (WBE):** a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

## III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

## IV. Work Force Report and Equal Opportunity Outreach Plan.

A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.

B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

## V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in San Diego Municipal Code Division 36. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over $50,000, the City shall:

A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:

   a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or

   b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or

   c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

## VI. Maintaining Participation Levels.

A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.

B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.

C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.

D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

## VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.

B. Current MBE or WBE certification from the California Public Utilities Commission.

C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.

D. Current certification by the City of Los Angles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

## VIII. List of Attachments.

AA. Contractors Certification of Pending Actions

BB. Work Force Report

## AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

☑ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

☐ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

| DATE OF CLAIM | LOCATION | DESCRIPTION OF CLAIM | LITIGATION (Y/N) | STATUS | RESOLUTION/ REMEDIAL ACTION TAKEN |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Contractor Name: National Golf Foundation Consulting, Inc.

Certified By Richard Singer Title Sr. Director of Consulting Services

Name

Signature

Date 04/07/2026

Equal Opportunity Contracting
Sole Source Contracts, Cooperative Procurement Contracts
Goods/Services Contracts Under $150,000
Revised 1/1/16
OCA Document No. 1208377

The City of SAN DIEGO

**EQUAL OPPORTUNITY CONTRACTING (EOC)**
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

# BB. WORK FORCE REPORT

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

**NO OTHER FORMS WILL BE ACCEPTED**
**CONTRACTOR IDENTIFICATION**

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

**Name of Company:** National Golf Foundation Consulting, Inc.

**ADA/DBA:**

**Address (Corporate Headquarters, where applicable):** 501 N. Highway A1a

**City:** Jupiter **County:** Palm Beach **State:** FL **Zip:** 33477

**Telephone Number:** (561) 744-6006 **Fax Number:** (561) 744-6107

**Name of Company CEO:** Greg Nathan

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

**Address:** No San Diego facilties

**City:** **County:** **State:** **Zip:**

**Telephone Number:** **Fax Number:** **Email:**

**Type of Business:** Golf Industry Consulting **Type of License:** Internal EEO practices

**The Company has appointed:** Heather Fitzgerald - NGF Controller/HR

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

**Address:** 501 N. Highway A1a, Jupiter, FL 33477

**Telephone Number:** (561) 354-1619 **Fax Number:** (561) 744-6107 **Email:** hfitzgerald@ngf.org

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

***Check the box above that applies to this WFR.***
****Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.***

**I, the undersigned representative of** National Golf Foundation Consulting,Inc.
*(Firm Name)*

Palm Beach *(County)*, Florida *(State)* **hereby certify that information provided herein is true and correct. This document was executed on this** 7 **day of** April **, 20**26

H Fitzgerald
*(Authorized Signature)*

Heather Fitzgerald
*(Print Authorized Signature Name)*

**WORK FORCE REPORT – Page 2**

**NAME OF FIRM:** National Golf Foundation Consulting, Inc. **DATE:** 4/7/2026

**OFFICE(S) or BRANCH(ES):** National Golf Foundation Consulting, Inc. **COUNTY:** Palm Beach County, FL

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

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

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

| ADMINISTRATION OCCUPATIONAL CATEGORY | (1) Black or African American | | (2) Hispanic or Latino | | (3) Asian | | (4) American Indian/ Nat. Alaskan | | (5) Pacific Islander | | (6) White | | (7) Other Race/ Ethnicity | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) |
| Management & Financial | | | | | | | | | | | 4 | 2 | | |
| Professional | | | | | | | | | | | 8 | 3 | | |
| A&R, Science, Computer | | | | | | | | | | | | | | |
| Technical | | | | | | | | | | | 2 | 1 | | |
| Sales | | | | | | | | | | | 2 | | | |
| Administrative Support | | | | | | | | | | | 1 | 6 | | |
| Services | | | | | | | | | | | | | | |
| Crafts | | | | | | | | | | | | | | |
| Operative Workers | | | | | | | | | | | | | | |
| Transportation | | | | | | | | | | | | | | |
| Laborers* | | | | | | | | | | | | | | |

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

| Totals Each Column | | | | | | | | | | | 17 | 12 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

| Grand Total All Employees | 29 |
|---|---|

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

| Disabled | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

Non-Profit Organizations Only:

| Board of Directors | | | | | | | | | | | 9 | 1 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Volunteers | | | | | | | | | | | | | | |
| Artists | | | | | | | | | | | | | | |

**WORK FORCE REPORT – Page 3**

**NAME OF FIRM:** _____ **DATE:** _____

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

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

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

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

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

**Grand Total All Employees** _____

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

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Disabled | | | | | | | | | | | | | | |

The City of SAN DIEGO

# Work Force Report

**History**

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

**Work Force & Branch Work Force Reports**

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report[1]. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county[2]. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

**Managing Office Work Force**

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

**Types of Work Force Reports:**

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

[1] One San Diego County (or Most Local County) Work Force – Mandatory in most cases

[2] Branch Work Force *

[3] Managing Office Work Force

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

**RACE/ETHNICITY CATEGORIES**

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

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

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

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

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

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

## Exhibit A: Work Force Report Job Categories – Administration

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

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

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

**Architecture & Engineering, Science, Computer**
Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

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

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

**Administrative Support**
Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

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

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

Installers, and Repairers
Woodworkers

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

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

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

## Exhibit B: Work Force Report Job Categories–Trade

**Brick, Block or Stone Masons**
Brickmasons and Blockmasons
Stonemasons

**Carpenters**

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

**Cement Masons, Concrete Finishers**
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**
Drywall and Ceiling Tile Installers
Tapers

**Electricians**

**Elevator Installers and Repairers**

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

**Glaziers**

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

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

**Misc. Const. Equipment Operators**
Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

**Painters, Const. Maintenance**
Painters, Construction and Maintenance
Paperhangers

**Pipelayers and Plumbers**
Pipelayers
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons**

**Roofers**

**Security Guards & Surveillance Officers**

**Sheet Metal Workers**

**Structural Iron and Steel Workers**

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

**Workers, Extractive Crafts, Miners**

THE CITY OF SAN DIEGO

## CONSULTANT AWARD TRACKING FORM

Consultant Award Tracking Form: The purpose of this form is to track the cumulative amount of money awarded to both architectural and engineering (A&E) firms and non-A&E firms; and to ensure that the cumulative amount of money awarded to consultant does not exceed $250,000 for non-CIP funded contracts and $1,000,000 for CIP funded contracts in a fiscal year including this contract. If this cumulative award limit is exceeded, inclusive of this contract award, Council approval is required.

A copy of this form must be attached to forms Mayoral Action PA-2625, Mayoral Action 1544, Council Action 1472 and Purchase Orders for processing.

**THIS SECTION TO BE COMPLETED BY CITY STAFF**

Date: 4/7/2026 Department Name: _____

City Project Manager: _____

Name of Firm: _____

Project Name: _____

Contract or Amendment Amount: $ _____

**Appropriate approval authority:**
- ☐ Mayoral Action PA-2625
- ☐ Mayoral Action 1544
- ☐ Council Action 1472
- ☐ Purchase Order

**THIS SECTION TO BE COMPLETED AND REVIEWED BY CONSULTANT**

*The City reserves the right to disqualify any Consultant if this tracking form is not completely and accurately executed prior to the contract award.*

*If it is determined subsequent to the contract award that this tracking form was not accurately executed, the underlying contract will be illegal and deemed void if awarded without Council approval and it is beyond the limits set in Municipal Code Section 22.3207. In such an instance, the City shall not be responsible for any losses or damages which may result from the void contract and reserves the right in its sole discretion to award the contract to another consultant.*

Dollar amount awarded to the consultant by the City of San Diego this fiscal year (July 1 through June 30) **including this contract or amendment**: $138,000

*I hereby certify that I am an authorized representative of:*

National Golf Foundation Consulting, Inc.
(Name of Firm)

*and that I have read and understand this form this* 7 (Day) *day of* April (Month) 0.00 2026 (Year)

By _____ Richard Singer
(SIGNATURE of Authorized Representative) (PRINTED name of Authorized Representative)

FORM CIC

# CONFLICT OF INTEREST CERTIFICATION

Any vendor, proposer, bidder, consultant, or contractor (Contractor) who supplies goods or provides services to the City of San Diego must sign and date this certification and comply with the requirements described herein.

Contractor is required to comply with all applicable local, state, and federal conflict of interest laws and regulations relating to public contracts including, but not limited to, California Government Code sections 1090 through 1099, California Government Code sections 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code sections 27.3501 through 27.3595. Compliance with these laws and regulations may require Contractor to timely file a statement of economic interests with the Filing Officer of the City of San Diego disclosing relevant financial interests.

Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or appears to be, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

A violation of any conflict of interest law is grounds for immediate termination of a contract with the City of San Diego.

OFFICE USE ONLY

Date Received

Signature of Authorized Representative

Richard Singer

Printed/Typed Name

National Golf Foundation Consulting, Inc.

Contractor Name

4/7/2026

Date

## 2.8 Additional Information as required in Exhibit B

National Golf Foundation Consulting, Inc. has included all the information requested in Exhibit B into our formal proposal. NGF does not have any additional information to provide in this section.

# TAB B

## EXECUTIVE SUMMARY AND RESPONSES

NGF
NATIONAL GOLF FOUNDATION




**PROPOSAL TO**

City of San Diego

**PROPOSAL FOR RFP 10090439-26-G**

Business Plan Consultant for Golf Operations Division

Torrey Pines

MISSION BAY GOLF COURSE SAN DIEGO

BALBOA PARK GOLF COURSE

National Golf Foundation Consulting, Inc.
501 N. Highway A1a
Jupiter, FL 33470
(561) 774-6006 • www.NGF.org

April 10, 2026

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## 2.12 Introduction and Executive Summary

April 8, 2026

The National Golf Foundation (NGF) appreciates the opportunity to submit this proposal to support the City of San Diego in evaluating the future of its municipal golf system.

San Diego's golf facilities represent a unique and high-performing public asset, serving both residents and visitors while contributing meaningfully to the City's broader recreational and economic objectives. This engagement presents an important opportunity to build upon that foundation while addressing key considerations related to access, pricing, operational structure, and long-term sustainability, and community expectations.

National Golf Foundation (NGF) and National Golf Foundation Consulting bring a distinct and highly informed perspective to this effort, combining industry-leading research with independent, objective advisory services.

The National Golf Foundation (NGF), as the parent organization, contributes 90 years of experience in delivering comprehensive research, data, and insight related to golf participation trends, facility performance, and market dynamics across the United States. This depth of knowledge provides a strong analytical foundation for understanding both national and local golf industry conditions.

At the same time, NGF's consulting services are delivered independently, without ownership or operational involvement in golf facilities, allowing for an objective evaluation of alternatives and recommendations aligned solely with the City's goals.

Our approach is designed to move beyond analysis and support decision-making. Through a combination of on-site assessment, market analysis, operational review, and structured community engagement, NGFC will work with the City to define current performance, identify opportunities, and evaluate the trade-offs associated with different strategic paths. Particular attention will be given to balancing financial performance with public access, community expectations, and alignment with long-term City priorities.

We have assembled a team with specific experience in municipal golf, community engagement, and facility planning, including local partners who bring familiarity with the San Diego market and stakeholder landscape. This combination of national perspective and local insight will ensure that recommendations are both informed and actionable.

We appreciate the City's consideration and look forward to the opportunity to support this important effort.

Richard B. Singer
Sr. Director of Consulting Services
(561) 354.1642 | rsinger@ngf.org

## 2.13 Response to RFP

The NGF intends to complete this engagement through a phased approach, with each phase building upon the previous to ultimately support the development of a clear, actionable business and operations framework for the City of San Diego's golf system. This process is designed not only to assess current conditions, but to translate analysis into strategic considerations that will inform key decisions related to access, pricing, operations, and long-term positioning.

The NGF understands that the City is seeking an independent and qualified advisor to evaluate its golf system, which includes Torrey Pines, Balboa Park, and Mission Bay Golf Courses, comprising a total of 81 holes. This effort represents an opportunity to build upon a high-performing system while addressing the evolving demands, expectations, and policy considerations associated with municipal golf operations.

To support this objective, NGF will conduct a comprehensive on-site assessment of operations and physical infrastructure at each facility, combined with a detailed market analysis that evaluates competitive conditions, demand characteristics, and broader trends in golf participation at both the local and national level. This analysis will be used to identify demand patterns, capacity constraints, and opportunities to optimize utilization and pricing strategies across the system.

NGF will also complete a strategic review of the Golf Operations Division and each facility to assess current operational performance and evaluate opportunities for improvement. This will include consideration of alternative operating approaches utilized by comparable municipal systems, with the goal of identifying the most appropriate operational and service model for the City of San Diego.

Economic and financial projections will be developed to reflect realistic operating scenarios based on anticipated use levels, recommended operational adjustments, potential capital investments, and expected market conditions. These projections will be used to illustrate the implications of various strategic options and support informed decision-making.

The outcome of this effort will be a comprehensive and practical assessment of the City's golf system that not only defines current performance but also frames the key trade-offs and strategic choices that will guide the development of the Business Plan. Particular attention will be given to areas where decisions may require balancing financial performance with public access, community expectations, and long-term sustainability.

A summary of the proposed NGF scope of work is presented below.

## 1.1 Summary of Scope of Services

The following scope of services is designed to ensure that each phase of work directly informs key strategic decisions related to access, pricing, operations, and long-term positioning of the City's golf system.

### Project Coordination and Kick-Off Meetings

NGF will initiate the project with a combination of virtual and on-site engagement to establish a clear understanding of current operations, priorities, and objectives. These efforts will ensure early alignment with City staff and establish a foundation for identifying key opportunities and areas requiring further evaluation.

### 1.1.1 Needs Assessment

As part of the review of the City's three golf facilities, the NGFC team will prepare an analysis of the strengths, weaknesses, opportunities and threats (SWOT) for the current golf operations. This process will be updated continuously through the engagement as the consultants' understanding of the market and subject facilities grows through all efforts in this engagement (facility, customer, market, etc.) and ongoing research. The final business plan will include a detailed SWOT analysis that can form the basis of business plan recommendations.

Some areas to be considered, but not limited to, include:

- course conditions and infrastructure
- utilization levels, capacity, and pace of play
- operating performance and revenue mix (including golf, practice facilities, and F&B)
- pricing structure and demand patterns
- staffing and organizational structure
- customer demographics and satisfaction
- competitive positioning within the local and regional market
- capital reinvestment needs
- opportunities to enhance programming, amenities, and the overall customer experience.
- external factors such as economic conditions, demographic trends, environmental considerations, and regulatory constraints.

## 1.1.2 Market Research

NGFC will analyze the public golf market in the greater San Diego market area, along with close review of each facility's defined sub-market. We will document relevant local competition in terms of relative quality, as well as green fee and activity level trends, so that we can benchmark the appropriate price-value proposition for each Division golf course. We will also identify demographic and economic trends that may impact the continued operation of these facilities and any considerations for changes to the amenities or services to be offered at each location. NGFC market research will encompass three levels of analysis:

- Ongoing NGF research on national consumer trends (demand, activity, preferences, etc.) and golf facility performance (rounds, revenue, expenses, etc.)
- Greater San Diego area market, demographic and competitive facility analysis from NGF's GolfMAP platform
- Custom local research on golf consumers, demand preferences, service preferences and local golf facility offerings that will be created specifically for this engagement. Online surveys to both San Diego golf course users and San Diego non-golfing community (utilizing San Diego's community and golf course customer databases)

  Areas of focus could include: (customizable to fit the City's needs)

  - Demographics: age, gender, ethnicity, income, etc.
  - 'Golfographics': ability, avidity, experience, passion, golf spend, etc.
  - San Diego golfer-specific behaviors & attitudes
    - Play patterns (type of use, playing partners, frequency of use, booking size)
    - Spending patterns (fees, equipment, merchandise, lessons, etc.)
    - Facility ratings (likes/dislikes, key perceptions, likelihood to recommend, etc.)
    - Use and awareness of other services/facilities/amenities
    - Usefulness of and engagement with marketing & communications (website, newsletter, social channels, etc.)
  - General golfer/consumer behaviors & attitudes
    - Response to higher greens fees across
    - Other area courses in rotation/played regularly/played most often
    - Golf merchandise purchase channels (hard vs. soft goods)
  - General community non-golfer behaviors & attitudes
    - How they typically learn about things to do, places to go, local activities
    - Interests and concerns about the golf courses, etc.
    - What could draw more interest to the facilities

## 1.1.3 Operational Efficiency Review

NGF will assess the operational structure and performance of the Golf Operations Division and each facility to identify opportunities for improved efficiency, service delivery, and financial performance. This review will also support evaluation of alternative operating approaches utilized by comparable municipal systems.

**Operation Review and on-site inspections:** NGF will review the operations of the City golf system administration and each individual facility, with focus on the efficiency of the current process, the resources committed to deliver the desired level of service, and recommendations aimed at improving service delivery, cost-effectiveness and overall performance of the three golf facilities. This will involve on-site inspections that will include all key personnel and facility supervisors (Manager, Superintendent, Head Pro, etc.). Areas of review will include, but may not be limited to:

- Staffing/personnel review and needs assessment (both admin. and on site)
- Financial and activity records (5 years - revenue, expense, overhead, capital, etc.)
- Fee history / market positioning / discount programs
- Rounds played history by type (resident, non-res., youth, senior, event, etc.)
- Marketing activities and strategies
- Revenue center performance and future growth potential
- F&B operations (rent, partnerships, beverage cart operations, vending, etc.)

**Tee Sheet Analysis:** NGF will conduct a detailed tee sheet analysis to evaluate utilization patterns, identify capacity constraints, and determine where pricing, policy, or operational adjustments may improve both access and revenue performance. If sufficient data can be exported from the tee sheet, the review may include:

- Tee time utilization by hour, day, and season
- Average rate per round by time period
- Revenue per available tee time (RevPAR)
- Booking pace (days in advance booked)
- Rate category or fee type mix
- Distribution mix (golf shop, online, mobile, third-party)
- Historical demand patterns
- Identification of high-value tee time periods (“Power Hours”)
- Identification of underperforming time periods

**Environmental Impacts:** This review will also consider all environmental impacts related to water efficiency, pesticide use and potential impacts of maintenance equipment, maintenance practices and environmental sustainability.

## 1.1.5 Revenue Diversification

Based on our review of the City's golf facilities and our market research findings, the NGF team will evaluate opportunities to enhance revenue through programming, partnerships, events, and pricing strategy, with a focus on identifying initiatives that align with the City's market position and provide the strongest return on investment.

## 1.1.6 Community Engagement

NGF will implement a structured community engagement process designed to gather stakeholder input, identify areas of sensitivity, and support alignment of Business Plan recommendations. Engagement will include targeted outreach, community meetings, and golfer surveys to ensure that perspectives related to affordability, accessibility, and programming are incorporated into the planning process.

The NGF consultants will facilitate a high level of communication with the community of golfers (and non-golfers) to gauge opinions and approval from traditional golf stakeholders and/or attend regularly scheduled meetings of groups like the City's Municipal Golf Committee, Men's and Women's Clubs, Park and Recreation Board, San Diego Golf Foundation, etc. This will involve hosting several community meetings and workshops to solicit input from the public regarding the updated Business Plan.

NGF's custom research previously mentioned in this proposal will be tied directly to this community engagement piece and used to enhance our recommendations. Each of these events will document stakeholder priorities for affordability, accessibility and programming.

## 1.1.4 Strategic Planning

Findings from the needs assessment, market analysis, operational review, and engagement efforts will be integrated into a comprehensive Business Plan that defines both short- and long-term strategies, along with clear implementation pathways and performance measures. All planning efforts will support the City initiatives on environmental sustainability and comply with all existing plan documents like the San Diego Parks Master Plan, Climate Action Plan and Tactical Equity Plan.

## 1.1.7 & 1.8 Implementation Plan, Monitoring and Evaluation

This service includes a comprehensive implementation plan outlining recommended actions, timelines, and responsible parties (staff or contractors) to support effective execution. It will also establish a framework for ongoing monitoring and evaluation, including defined performance measures and tools to track success—such as financial results, activity benchmarks, and customer feedback. The approach ensures that all recommendations are practical, measurable, and aligned with the City's operational capabilities.

## 1.1.9 Documentation and Reporting

The NGF will maintain ongoing communication at regularly established intervals to update City officials on the progress of NGF activities throughout the engagement period, thus ensuring "no surprises." The NGF will prepare and present a business plan document that includes all findings, recommendations and action plans.

Deliverables to the client for this project include:

1. On-site consultant activities in San Diego for facility inspections, staff meetings, and community engagement throughout the one-year engagement.

2. Regular virtual progress meetings (e.g., Zoom, Teams, Webex) with City staff, held at least monthly (biweekly as needed), to review business plan development and key milestones (30%, 60%, and 90% completion).

3. A written report presenting key findings, analysis, and recommendations, including an executive summary and comparative SWOT matrix with mitigation strategies. A draft will be provided for City review, followed by a final electronic version upon approval.

4. Ongoing implementation support and monitoring via follow-up meetings with City administration and golf facility staff (virtual and/or on-site).

5. The lead NGF consultant will be available to make one in-person presentation of business plan findings to City leadership and/or other groups designated by the City prior to finalizing the written report. This will allow for better coordination between all affected city departments, divisions, agencies, planning groups and stakeholders as the business plan is finalized, and before implementation strategies are undertaken.

Collectively, this approach is designed to provide the City with a clear understanding of current conditions, while framing the key trade-offs and strategic decisions necessary to guide the future of the municipal golf system.

## Projected Timeline

NGF understands that this engagement will be for a period of one year from the effective date of the contract. Our team is prepared to define specific milestones for achievement during the engagement, allowing for interim feedback and City participation in drafting a written report and all attendant presentations. The estimated timeline of NGF work for San Diego will follow the following projected schedule:

| Projected Timeline | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Schedule of Action Steps (Months)** | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8-12** |
| Item # 1 Project Coordination and Kick Off | | | | | | | | |
| Item # 2 Community Engagement (Part 1) | | | | | | | | |
| Item # 3 –Needs Assessment | | | | | | | | |
| Item # 4 – Market Research | | | | | | | | |
| **Interim Business Plan Submittal (30%)** | | | | | | | | |
| Item # 5 – Operational Efficiency Review | | | | | | | | |
| Item # 6 – Community Engagement (Part 2) | | | | | | | | |
| **Interim Business Plan Submittal (60%)** | | | | | | | | |
| Item # 7 – Revenue Diversification | | | | | | | | |
| Item # 8 – Strategic Planning | | | | | | | | |
| **Interim Business Plan Submittal (90%)** | | | | | | | | |
| Item # 9 – Documentation and Reporting | | | | | | | | |
| Item # 10 – Implementation and Evaluation | | | | | | | | |

# Qualifications & References

## Organizational Profile

The National Golf Foundation (NGF) is a 501(c)(6) nonprofit organization that supports the growth of the game and business of golf. NGF's consulting and advisory services are delivered through its for-profit subsidiary, NGF Consulting, which provides market analysis, strategic planning, and advisory services to public and private sector clients.

This structure allows NGF to combine its role as the industry's independent research authority with the practical application of that insight through its consulting engagements. The National Golf Foundation does not operate, manage, or have a financial interest in golf facilities, allowing NGF to provide objective, data-driven analysis across a range of operating models. This independence is particularly important in engagements where operational structure and long-term direction are key considerations.

NGF's experience spans a wide range of municipal operating models—including self-operated, contracted, and hybrid structures—enabling evaluation of what approach is most appropriate for each community without bias toward a particular outcome.

NGF is the golf industry's leading authority on participation, consumer behavior, and facility performance. Supported by thousands of member organizations across all sectors of the industry - including public and private facilities, resorts, manufacturers, and associations - NGF provides a comprehensive perspective on the business and economics of golf.

NGF serves as one of the industry's primary sources of research, data, and insight, supported by decades of continuous tracking of participation, facility supply, rounds played, and consumer behavior. This foundation provides a consistent and comprehensive view of industry trends, benchmarks, and market dynamics at both national and local levels.

NGF maintains proprietary data assets, including a national database of golf facilities, consumer research panels, and the GolfMAP market intelligence platform, which support localized demand analysis, evaluation of facility performance, and assessment of market conditions.

NGF's research is reflected in widely recognized industry publications such as The Graffis Report, Golf Participation in the U.S., and the National Golf Rounds Played Report, all supported by continuous data collection, national surveys, and facility-level reporting.

NGF's Consulting Division, established in 1987, has completed more than 1,000 engagements across North America and internationally, including extensive work with municipalities operating public golf facilities.




## Contents


1 **Definitions** — A list of key technical and NGF-specific terminology

2 **The Takeaway** — An introductory review of topline numbers, trends and developme

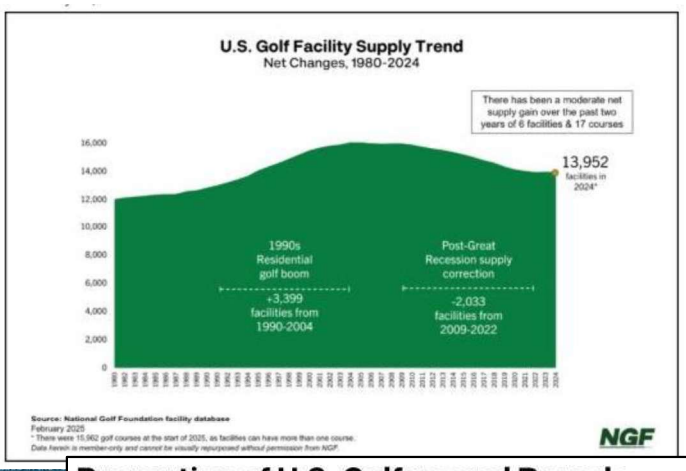
3 **Leaderboard** — A summary list of demand- and supply-side U.S. golf industry KPI

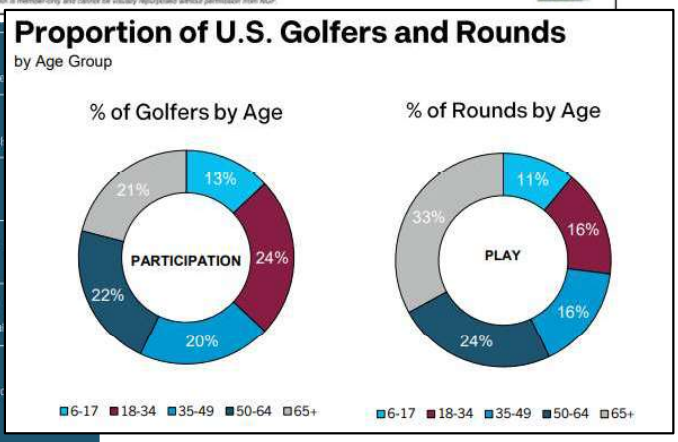
4 **Reach & Participation** — Golf's total audience, segments and growth opportunities

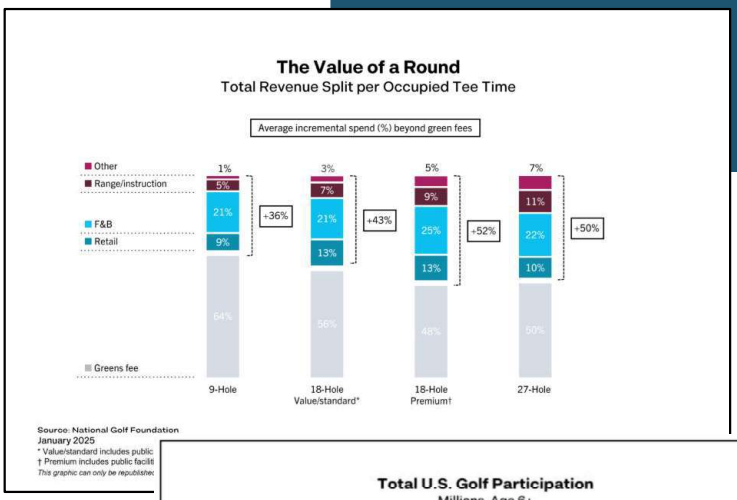
5 **Consumption & Engagement** — Golf rounds, equipment sales and appetite to continue playing

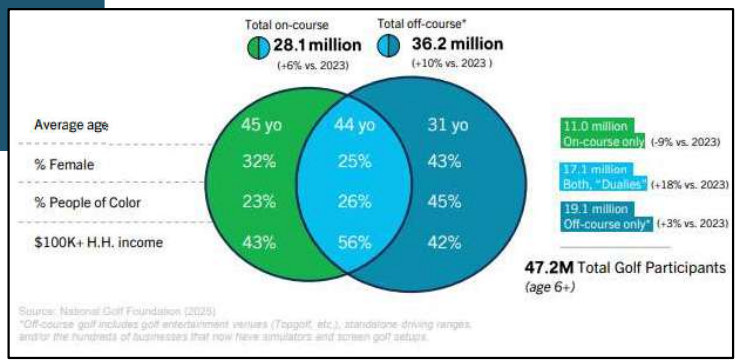
6 **Golf Supply** — On- and off-course totals, new development, facility financial hea

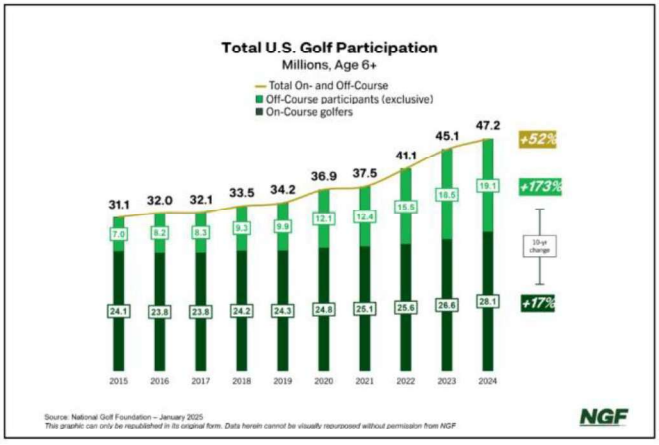
7 **Data Sources & Methodologies** — Details on NGF's comprehensive participation and supply researc

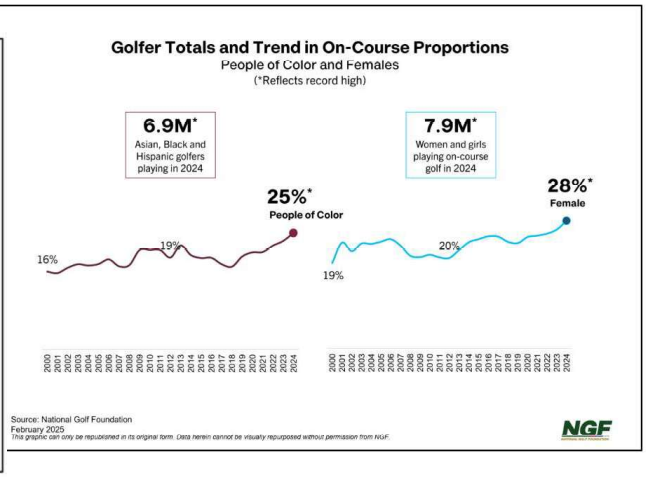



## NGF Skills and Expertise

NGF's capabilities support both detailed analysis and the development of practical, implementable strategies for golf facility operations. These capabilities are applied across a range of services that inform decision-making, evaluate performance, and identify opportunities for improvement.

1. **Syndicated Industry Market Research –** Ongoing research on participation, facility supply, equipment sales, travel, and broader industry trends.
2. **Custom Market Research –** Targeted research to support decision-making related to consumer behavior, product strategy, site selection, and market dynamics.
3. ***GolfMAP* –** Localized market analysis tools used to assess supply and demand, define trade areas, and evaluate competitive positioning.
4. **Golf Consumer Surveys –** The NGF is active in surveying golfers on a wide range of topics, many that will relate to the operational success of golf courses.
5. **Custom Golf Facility Consulting –** Advisory services supporting operational and financial analysis, strategic planning, maintenance best practices, feasibility and capital planning, evaluation of amenities and service offerings, and support for repositioning efforts.

### NGF CONSULTING CLIENT BASE

In the past five years NGF Consulting has conducted over 133 studies for:

67% - Municipality-owned golf courses
17% - Daily fee courses
8% - Privately-owned courses
4% - Military-owned courses
4% - Specialty projects.

The projects included, but are not limited to:

- Analysis of operations and strategic planning for golf facilities
- Review of management and financial analysis of golf facilities
- Assessment of golf facility maintenance and best practices
- Feasibility studies for new facility development or acquisition
- Research to support changes to golf facility amenities
- Consulting in support of golf facility transactions

## Unique Qualifications - NGF

NGF brings I qualifications that are particularly relevant to the City of San Diego's objectives:

**Economic Impact Analysis Experience**
Between 2021 and 2025, NGF completed multiple statewide and regional economic impact studies, including work in Colorado, Oregon, New Hampshire, Indiana, Massachusetts, Maine and Minnesota. These studies incorporate detailed operational and financial data from public golf facilities and provide a strong foundation for understanding the broader economic role of municipal golf systems.

**Municipal Golf Research and Benchmarking**
NGF has conducted national benchmarking and analysis of municipal golf systems, including evaluation of operating structures, financial performance, and long-term sustainability considerations.

**Recent California Municipal Experience**
NGF has completed multiple engagements for municipal golf systems in California, including work with Santa Rosa, Camarillo, Coronado, Montebello, Pasadena, and Palo Alto. These projects provide direct experience with the regulatory, operational, and market conditions specific to California.

## Unique Qualifications – Subconsultant Team

NGF has assembled a team of specialized partners to support key components of this engagement. Each firm has been selected based on its expertise in areas directly aligned with the City's objectives, including community engagement, data analytics, and facility assessment. NGF will lead and coordinate all aspects of the engagement, with subconsultants integrated into specific phases of work.

**Aqua Community Relations Group**
Aqua Community Relations Group is a San Diego-based firm specializing in public outreach, stakeholder engagement, and strategic communications for public-sector projects. Since 2009, Aqua has supported more than 50 projects across the region, helping agencies effectively engage with stakeholders and the broader community.

For this engagement, Aqua will support the development and execution of a structured community engagement process. This includes stakeholder outreach, facilitation of public meetings and workshops, and coordination of communication efforts to ensure that input from community members, golf stakeholders, and City groups is effectively captured and incorporated into the Business Plan.

**Sagacity Golf Technologies**
Sagacity Golf Technologies specializes in tee sheet analytics and pricing strategy, with a focus on translating reservation data into actionable operational insights. Their experience spans municipal systems, private operators, and multi-course portfolios nationwide.

Sagacity will support NGF in analyzing tee sheet performance across the City's golf facilities, including utilization patterns, booking behavior, and pricing effectiveness. This analysis will help identify opportunities to improve access, optimize pricing, and enhance overall operational performance. Sagacity's expertise will complement NGF's broader market and operational analysis by providing detailed, data-driven insight into one of the most critical components of golf operations.

**Danner Design – Golf Course Architecture**
Danner Design Golf Course Architecture, Inc. is a California-based firm with expertise in golf course and landscape architecture, with a focus on environmental stewardship and sustainable design practices.

Danner Design will support the evaluation of the physical condition and infrastructure of the City's golf facilities. This includes assessment of course conditions, maintenance practices, and environmental considerations, with particular attention to alignment with the City's Climate Action Plan. Their work will help identify opportunities for capital investment, operational efficiencies, and long-term sustainability of the golf system.

# Project Team Resumes

**Project Team Organizational Structure and Qualifications**
Below we provide the NGF team's organizational structure, including project roles, for the Business Plan Consultant for Golf Operations Division project, followed by team member qualifications and experience:

| Senior Staff | Title | Qualifications | Years' Experience |
|---|---|---|---|
| Richard Singer | NGF Senior Director of Facility Consulting Services | B.S. Finance & M.B.A. Finance and Real Estate | 36 years |
| Bill Golden | NGF Senior Associate Consultant | B.S. in Finance and Marketing | 26 years |
| Clark Brown | NGF Sr. Director of Research, Member & Industry Insights | B.S. in Economics | 23 Years |
| Jodi Reilly | NGF Consulting and Research Business Manager | B.S. in Graphic Design | 14 years |
| Mike Loustalot | Sagacity Golf Technologies Co-Founder and CRO | B.S. in Business Administration | 31 Years |
| Jeffrey Danner | President and Chief Design Officer of Danner Design | B.S. Landscape Architecture | 16 Years |
| Paula Roberts | Aqua CRG owner and principal | B.S. in Communications & M.A. in Organizational Management | 30 Years |

## Richard B. Singer

Sr. Director of Consulting Services



**Richard Singer** first joined the National Golf Foundation (NGF) consulting staff in 1989 after completing his Finance MBA at the University of Florida and was named Director of Consulting Services in 1997 and Senior Director in 2015. Mr. Singer has successfully managed the NGF's well-known golf consulting practice with an industry-respected track record of success and a reputation for delivering projects on time and on budget. Mr. Singer is now widely viewed as the leading golf facility consultant available in the United States

### RELEVANT EXPERIENCE

Richard's background includes hands-on experience in the following areas:

- Golf Facility Feasibility Analysis
- Golf Operations Consulting
- Financial Analysis
- Economic Impact Analysis
- Golf Course Master Planning
- Business Plan Preparation
- Clubhouse Programming
- Golf Business Valuation
- Golf Market Analysis
- Golf Club Marketing
- Proposal Writing
- Portfolio Analysis

**National Golf Foundation Consulting Experience –** During his tenure with NGF Consulting, Mr. Singer has been responsible for preparing over 520 research studies for specific projects related to golf facilities. Mr. Singer is a widely recognized expert and frequent speaker on subjects related to golf facility development, operation, management, finance and transactions. In his 35 years as a golf consultant, Mr. Singer has visited and/or profiled more than 3,000 public and private golf facility operations in the United States and internationally. Mr. Singer also has extensive experience as an expert witness in matters related to golf facility operation, providing litigation assistance to golf course owners in civil litigation.

### KEY ACCOUNTS MANAGED

**Selected private sector clients in 2011-2025** include: Tiburon Golf Club and Porter's Neck Golf Club (expert witness – club defense); The Pointe Lake and Golf Club (strategic plan); Bear Lakes CC (new amenities feasibility); Heritage Isles CDD (clubhouse program plan); Verdict Ridge CC (member-acquisition analysis + new amenity feasibility); Fleming Island CDD (rate study); Nicklaus Golf Companies (business plan review); The Moorings Club (market positioning analysis); Walt Disney Imagineering (strategic plan for golf); The Trump Organization (private club lease analysis); Bonita Bay Properties (strategic plan for golf); Club at Mediterra (FL – private club utilization expansion); Dartmouth College / Hanover CC (sustainability analysis); US Naval Academy Golf Club (review of operations); Mariner Sands CC (new amenity feasibility); Legacy GC (expert witness in HOA civil case); and Mahogany Run GC (St. Thomas, USVI – acquisition analysis).

### BACKGROUND/EDUCATION

Mr. Singer is a long-time resident of Palm Beach County, FL and grew up around the North Palm Beach Country Club. He earned his B.S. in marketing from the University of Florida (UF) and worked as a financial consultant for Baird Securities before earning an MBA in Real Estate Finance from UF.

Mr. Singer is a Licensed Real Estate Broker in Florida and is a member of the Palm Beach County Sports Commission and the Citrus Bowl Committee.

## Ed Getherall

Sr. Associate Consultant



**Ed Getherall** joined the NGF Consulting staff as Project Analyst in 2000 after several years of subcontracting consulting services to the NGF. Mr. Getherall, who was promoted to Senior Project Director in 2001 and Director of Consulting Services in 2015, has been instrumental in cementing NGF Consulting's status as the leader in municipal golf facility consulting, with a particular focus on improving municipal golf course marketing and making smooth transitions to alternative operating structures for their golf systems.

Mr. Getherall has also directed NGF's effort to be the leading industry resource for accurate golf market information pertaining to facility activity levels, revenue center performance, and green fee levels and trends. Since joining NGF Consulting, Mr. Getherall has become a respected industry authority on food & beverage operations, clubhouse renovation / replacement, municipal golf management alternatives, outsourcing assistance (RFP preparation / analysis of responses / contract negotiations), and other areas of expertise.

### BACKGROUND/EDUCATION

Mr. Getherall earned his M.B.A. from the University of Florida with a concentration in finance. Ed also achieved his under-graduate degree at Florida with a B.S. in Business Administration (Marketing).

With a diversified educational and professional background in both marketing and finance, Mr. Getherall has the experience and knowledge to assist in all aspects of golf facility management, marketing, operations, and development.

### RELEVANT EXPERIENCE

Mr. Getherall' s extensive business and marketing background has enhanced NGF Consulting's ability to provide expertise to the facility segment of the golf industry. With over 25 years in NGF's Consulting division, Ed has been the lead project director for more than 150 consulting assignments, covering a broad range of services, including public and private golf course feasibility studies, acquisition studies, operations reviews, golf-related real estate absorption analyses, pricing / market positioning analyses, and clubhouse renovation studies.

### Partial List of Clients

| | | |
|---|---|---|
| City of Houston, TX | City of Palm Springs, CA | Union League of Philadelphia |
| Toll Brothers Golf, PA | City of Palo Alto, CA | Google (Planetary Vent.), CA |
| City of Alameda, CA | Presidio Trust, CA | State of California Parks |
| City of Omaha, NE | City of Yonkers, NY | City of White Plains, NY |
| City of New York, NY | City of San Diego, CA | Woodbridge Township, NJ |
| Fairfax County, VA | City of Portland, OR | Federal City Council, D.C. |
| Miami-Dade County, FL | Ft. Belvoir GC (U.S. Army), VA | Palm Beach County, FL |
| City of Concord, CA | Municipality of Anchorage, AK | City of Reno, NV |
| City of Lake Havasu, AZ | City of Tempe, AZ | City of Oakland Park, FL |
| Kealakehe Ahupua'a 2020, HI | City of San Francisco, CA | US Dept. of Defense, D.C. |

Prior to joining the NGF, Mr. Getherall held several positions in the business community including extensive marketing work for such organizations as South Florida Blood Banks, Inc., the Florida Lottery, and the American Cancer Society. His areas of expertise cover a broad spectrum of marketing activity, including research, product management, and special event planning and consulting

## Bill Golden

Sr. Associate Consultant



BACKGROUND/EDUCATION
Bill is a graduate of Villanova University. He is an avid golfer and outdoor enthusiast, now based in Jupiter, Florida with National Golf Foundation.

**Bill Golden** brings more than two decades of leadership experience in golf, tourism, and business development, with a proven record of building coalitions and delivering measurable growth in the game and the business of golf. He has led major destination marketing organizations, guided cooperative golf initiatives, and advised facilities, municipalities, and associations on long-term strategy, revenue generation, and consumer engagement.

As the longtime leader of golf marketing in Myrtle Beach, one of the world's most successful golf destinations, he directed programs that strengthened the region's position as the "Golf Capital of the World," driving record levels of play and measurable economic impact. He has also been instrumental in projects such as the Oklahoma Golf Trail and Golf Prince Edward Island, helping shape sustainable models for cooperative golf marketing, corporate partnerships, and technology-driven consumer engagement.

With deep expertise in golf tourism, facility consulting, and economic development, Bill has earned a reputation as a consensus builder who brings diverse stakeholders together for shared success. He now applies this experience in support of NGF clients, with a focus on facility consulting, municipal golf initiatives, and economic impact studies.

## Clark Brown

Sr. Director of Research



BACKGROUND/EDUCATION
Clark is a graduate of the University of Iowa with a B.S. in Economics. He is an avid golfer and data/statistics enthusiast, managing the NGF employee golf league and all associated statistics.

**Clark Brown** is Senior Director of Research, Data & Analytics at the National Golf Foundation (NGF), where he has been a member of the research team since 2003. In his current role, Clark oversees the organization's proprietary research initiatives as well as its syndicated data programs, including wholesale shipment tracking and turf maintenance reporting, and leads custom consumer-oriented consulting engagements for clients across the golf industry.

Over more than two decades at NGF, he has built deep expertise in quantitative and qualitative methodologies, consumer and trade research, market segmentation, and industry analysis applied across equipment manufacturers, course operators, chemical suppliers, sports associations, and other golf-adjacent businesses. His work consistently bridges rigorous data collection with actionable strategic insight for clients seeking a greater understanding of golf consumer and industry markets.

Clark's background in market research predates his time at NGF, having developed his research instincts early through hands-on work in mystery shopping and store audits that evolved to research management roles with large, supplier-side consulting firms such as M/A/R/C and Ipsos.

## Jodi Reilly

Research & Consulting Business Manager



BACKGROUND/EDUCATION
In 1997, Jodi earned a Bachelor of Science degree in Graphic Design from the Pennsylvania College of Technology. She is an avid golfer and sports nut, based in Palm Beach County, FL.

**Jodi Reilly** has more than 30 years of experience in the golf industry, including thirteen years with the National Golf Foundation (NGF), supporting both its consulting and research divisions, and over seventeen years of golf facility operations experience. Prior to joining NGF, Jodi held several leadership and operational roles within the Philadelphia Section, including owner of the pro shop at Twining Valley Golf & Fitness Club in Dresher, PA; Golf Operations Concierge at Philadelphia Cricket Club in Flourtown, PA; Buyer and Outing Coordinator for Blue Bell Country Club in Blue Bell, PA; and Sales and Marketing Director for Center Valley Club in Center Valley, PA.

In her current role, she is directly involved in all NGF Consulting division engagements and specializes in coordinating responses to government Requests for Proposals (RFPs), as well as managing projects and contract compliance requirements. She supports market research initiatives and prepares GolfMAP statistical reports for NGF members and clients, and is responsible for research, analysis, and final reporting related to NGF's economic impact study engagements.

With extensive expertise spanning golf facility operations, consulting services, market research, and economic impact analysis, Mrs. Reilly provides comprehensive support to NGF's consulting division, with particular focus on facility consulting, municipal golf initiatives, economic impact studies, and industry market analysis.

## NGF Subcontractor Resumes

### Jefferey Danner

President and Chief Designer, Danner Design



BACKGROUND/EDUCATION

Jeff holds a Bachelor of Landscape Architecture degree from the University of Illinois at Urbana/ Champaign, with an Independent Study focused on Sustainable Golf Course Architecture.

He also has a Post Graduate Diploma in Golf Course Architecture from the European Institute of Golf Course Architects (EIGCA). During his time in Europe, Jeff studied some of the best golf courses in the British Isles.

Jeff's consistent passion for advancing the game of golf and promoting inclusivity has driven his professional journey. Before founding Danner Design Golf Course Architecture in 2023, Jeff practiced with respected firms like Richardson | Danner Golf Course Architects and Greg Norman Golf Course Design. He also had previous roles at distinguished companies like Golfplan and Lohmann Golf Designs.

Jeffrey has contributed to various internationally recognized new construction and renovation projects across multiple continents. His experience in different environmental, social, and economic settings in over 35 countries has enriched his design perspective. Jeff tailors his approach to align seamlessly with the client's vision to maximize each site's potential.

Jeffrey is one of the few Golf Course Architects globally who hold dual membership in the American Society of Golf Course Architects (ASGCA) and the European Institute of Golf Course Architects (EIGCA). Jeff is a licensed Professional Landscape Architect (PLA) in California, Arizona, and Florida. He is also a member of the American Society of Landscape Architects (ASLA). Jeffrey has written or contributed numerous articles and publications, including Golf Course Architecture Magazine (GCA), Landscape Architecture Magazine (LAM), and Golf Course Industry (GCI). Recently, Sports Illustrated (SI) identified Jeffrey as one of the Golf Course Architects to "put on your radar" in 2022.

## Mike Loustalot

Co-Founder and CRO, Sagacity Golf Technologies



BACKGROUND/EDUCATION

Mike is a graduate of Arizona State University and has worked in the golf industry for 30+ years, including *GolfNow*, *Digital Caddies*, *Golf Market Advisors*, and the *ORCA* Report.

**Mike Loustalot** is the co-founder of Sagacity Golf Technologies, a leading firm in the analysis of golf facility tee sheets for analytics, pricing and revenue optimization. Sagacity specializes in turning tee sheet data into actionable revenue insights by analyzing booking behavior, historical demand patterns and rate performance to provide a clear picture of how a facility is utilizing its inventory, both today and how it can improve going forward. With more than two decades of experience in golf reservation systems, pricing strategy, and marketplace development, Mike helps operators understand how their tee-time inventory performs - and where opportunities exist. Mike's work spans municipal systems, private operators, and multi-course portfolios nationwide. In addition to analytics, the Sagacity platform supports dynamic pricing, marketing automation, and direct-to-consumer distribution - allowing facilities to act on insights rather than just observe them.

Mike Loustalot is a stalwart champion of the industry. Raised in a family of PGA Golf Professionals, Mike introduced the first electronic tee sheets to golf courses and created the industry's first benchmarking report - ORCA. He connected golf courses to wholesalers and packagers creating regional reservation networks. He pioneered the online sales of tee time inventory on golf course websites and 3rd Party marketplaces.

## Paula Roberts

Owner and Principal, Aqua Community Relations Group



### Areas of Expertise

Facilitation
Public Engagement
Strategic Communications
Public Outreach

### Education

Master of Arts, Org. Management, University of Phoenix, San Diego
Bachelor of Arts, Communications, Concordia University, St. Paul

### Certificates

Global Certificate in Public Participation, IAP2
Public Input Consultant Water Conservation Practitioner, AWWA Occupational Safety Specialist, LASC

Paula Roberts is a community engagement strategist, facilitator, and project manager with 30 years of experience supporting public projects. She has worked extensively in water, storm water, and wastewater infrastructure and policy initiatives. With an emphasis on improving access for people who might not typically engage in public meetings, Paula has promoted and facilitated workshops and events for several San Diego programs, encompassing potential fees, permitting, environmental plans, project mitigation, and Redistricting. She has led community relations for more than 3 dozen City of San Diego projects and provided door-to-door noticing for more than 30. Her career has encompassed rate studies, planning, TACs, stakeholder workshops, and focus groups.

Paula is deeply experienced in helping agencies address public comments and concerns. As an advisor, she has gained a reputation for identifying policy and liability issues, and for responding respectfully and effectively to people in times of crisis. She embraces service as a neutral 3rd party and as an extension of staff. Recent projects include the City of San Diego's Solid Waste Cost-of-

Service Study, Mission Bay Park Improvements PEIR and PERS, Villa La Jolla Drainage System Emergency, 8803 Gilman Drive Storm Drain Emergency Repair, and 4Y Utilities Undergrounding project.

She has managed teams providing support for more than 40 CIP projects, as well as emergency infrastructure repair projects, and engagement efforts ranging from Redistricting to Storm Drain systems maintenance. Project owners include the City of San Diego, the San Diego County Water Authority, Otay Water District, and the East County

Advanced Water Purification Project. Key clients include Orion Construction, Dudek Consultants, Harris and Associates, and Teichert Construction.

Paula is a member of the International Association for Public Participation, and her work has been recognized with awards from the San Diego PR Club, the National Safety Council, and ACWA.

## Business Certificates

The City of SAN DIEGO

**Purchasing & Contracting Department**
Equal Opportunity Contracting

July 29, 2025

Paula Roberts DBA Aqua Community Relations Group
Ms. Paula Roberts
4452 Park Blvd #208
San Diego, CA 92116

**Subject: Small Local Business Enterprise Certification**

Dear Ms. Roberts:

Congratulations! We have reviewed your application and you have been approved for certification as a City of San Diego Emerging Local Business Enterprise (ELBE). Your certification number is 11C0124 and your classification is General Services. Please reference this certification number when bidding on City projects. For the City's Small Local Business Enterprise (SLBE) Program, your certification is effective July 29, 2025. This certification expires on July 29, 2027 at which time you will need to reapply in accordance with the SLBE guidelines.

To receive potential contracting opportunities, please ensure that you register with the City's web-based vendor registration and bid management system, BidsOnline™ hosted by PlanetBids System. For additional information go to:

http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml

**Construction Contractors:** Contractors desiring to bid as a prime contractor on City of San Diego public works construction projects must be prequalified in accordance with the San Diego Municipal Code §22.3004(a). Please review the Notice to Contractors regarding changes to Contractor Prequalification Program, effective 10/1/16 in Enclosure 1.

If an applicant is seeking bid on a specific project, the prequalification application must be received at least two weeks **prior** to the bid due date. Upon prequalification approval, an automated email notification will be forwarded from PlanetBids. Please be sure to print your prequalification approval letter for your records.

For questions regarding the Prequalification Program, please contact Public Works – Contracting at (619) 533-3450.

For questions regarding the Small Local Business Enterprise (SLBE) Program, please contact Equal Opportunity Contracting at (619) 236-6000.

The City of SAN DIEGO

**Purchasing & Contracting Department**
Equal Opportunity Contracting

If there are any changes in your firm's status during this certification period, you are required to notify this office *immediately*.

***Equal Opportunity Contracting reserves the right to withdraw this certification at any time and request additional information and/or conduct on-site visits for purposes of verification.***

Thank you,

Christian Silva
Program Manager, Equal Opportunity Contracting

Enclosure:
1. Changes to Contractor Pre-Qualification Program and Debarment Procedures
2. Small Local Business Enterprise Certificate

The City of SAN DIEGO

# NOTICE

# TO CONTRACTORS

**DATE: September 1, 2016**

**FROM: James Nagelvoort, City Engineer**

**SUBJECT: Changes to Contractor Prequalification Program and Debarment Procedures**

In order to ensure that potential bidders on City public works contracts possess the capability to perform the contract requirements and the business integrity to justify the award of public funds, in 2003 the City implemented the contractor prequalification program. Periodically, we review the program to verify that it is accomplishing its intended purpose.

Beginning in late 2015, City staff began the latest review by consulting with industry, small business and community groups, conducting workshops and analyzing data from previously completed contracts. Based on the results of our review, **effective October 1, 2016**, the following changes to the contractor prequalification program will be in effect:

- Except as described below for ELBE/SLBE firms, compiled financial statements will not be accepted for the purpose of prequalification. Acceptable financial statements must be either reviewed or audited by an independent accountant and demonstrate both positive working capital and positive net worth.

- Applicants' maximum bidding capacity (MBC) will be calculated according to a formula factoring the firm's financial strength, work experience and bonding capacity.

- The MBC of firms which submit reviewed financials will be continue to be capped at $15 million. The MBC of firms which submit audited financials may exceed $15 million, but, in no case will the firm's MBC exceed its single-project bond limit.

- Projects submitted as references must have been completed as a prime contractor within the previous five years.

At the same time, the following changes will apply to certified ELBE/SLBE firms which wish to become prequalified to bid as a prime contractor on City public works projects:

- Prior to applying to become prequalified to bid as a prime contractor, ELBE/SLBE firms must have successfully completed either three City of San Diego CIP projects acting as a subcontractor or three projects as either a prime contractor or subcontractor for other public agencies in the previous three years. Successful performance will be verified.

- Upon satisfactory completion of the three projects, the ELBE/SLBE firm may apply for prequalification to bid as a prime contractor by submitting:
    - Reference information from the three successful projects, A compiled, reviewed or audited financial statement prepared by an independent accountant which demonstrates both positive working capital and positive net worth,
    - A letter from its surety stating the firm's single-project and aggregate bonding limits.

- Upon approval, an ELBE/SLBE may be prequalified with a maximum bidding capacity capped by its single-project bond limit or $500,000, whichever is less.

- SLBE-certified firms may become prequalified to bid as a prime on projects valued at over $500,000 by submitting the standard prequalification application.

- CURRENTLY PREQUALIFIED ELBE/SLBE FIRMS WILL BE GRANDFATHERED INTO THE REVISED PROGRAM UNTIL THE NEXT RENEWAL DATE SO LONG AS THEIR WORK ON CITY PROJECTS REMAINS SATISFACTORY OR BETTER. AT THE TIME OF RENEWAL, THEY MUST BE ABLE TO MEET THE REVISED REQUIREMENTS.

- Workshops will be provided for ELBE/SLBE contractors utilizing experienced City staff to provide training on administration of public works projects. Attendance is mandatory for any firm which has not previously completed a public works project as a prime contractor.

For additional information about the contractor prequalification program, please visit the City's web site at https://www.sandiego.gov/cip/bidopps/prequalification.

Concurrent with the changes to the contractor prequalification program, the following changes to the City's debarment process will take effect:

Three levels of debarment/ loss of pre-qualification for Unsatisfactory **Final** Evaluations by the Construction Management & Field Services (CM&FS) Division of Public Works in the specified periods will result in the following actions:

- Level #1: 2 final unsatisfactory evaluations in any 2 contiguous years, will result in debarring a contractor from bidding City projects for 2 years.
- Level #2: 3 final unsatisfactory evaluations in any 3 contiguous years, will result in debarring a contractor from bidding City projects for 3 years.
- Level #3: 4 or more final unsatisfactory evaluations in any 4 contiguous years, the Public Works Department Director will pursue permanent debarment, appealable as described in the San Diego Municipal Code.
- All final unsatisfactory evaluations are appealable to the Deputy Director of CM&FS.
- ANY major or egregious agreement breach (i.e. Safety accidents, EOCP violations, falsification of documents, etc.), corrupt practices or other action which demonstrates a lack of business integrity may result in the Public Works Department Director pursuing permanent debarment, appealable as set forth in §22.0801, et seq. of the San Diego Municipal Code.

*City of San Diego*

# Small Local Business Enterprise (SLBE) Program Certification

Paula Roberts DBA Aqua Community Relations Group

**Emerging Local Business Enterprise (ELBE)**

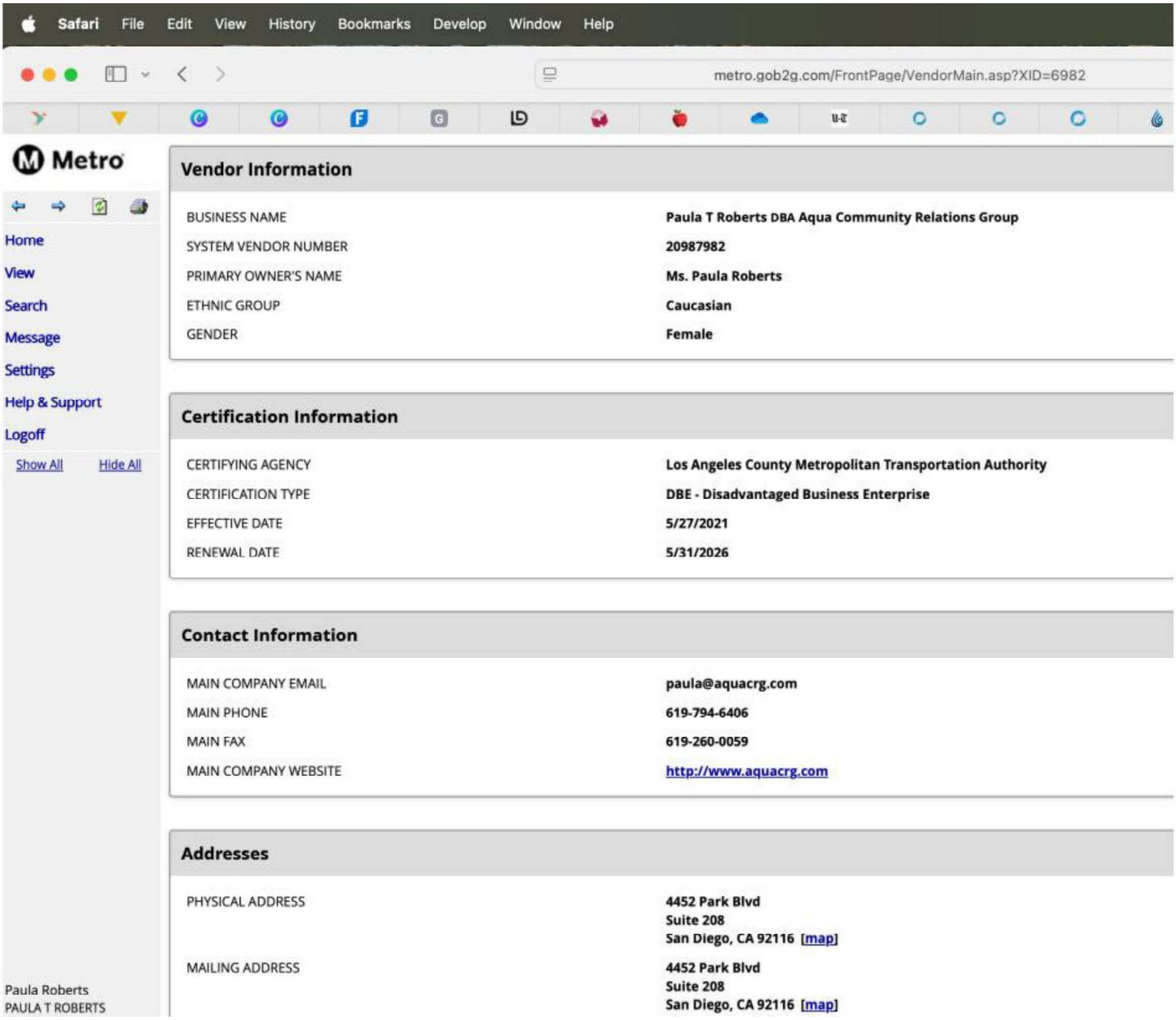
***General Services***

**(NAICS: 541820, 541430, 541613)**

Certification Number: 11C0124

***Effective: 7/29/2025 - 7/29/2027***

Christian Silva
Program Manager
Equal Opportunity Contracting


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Metro
Home
View
Search
Message
Settings
Help & Support
Logoff
Show All
Hide All
Paula Roberts
PAULA T ROBERTS
Vendor Information
BUSINESS NAME
Paula T Roberts DBA Aqua Community Relations Group
SYSTEM VENDOR NUMBER
20987982
PRIMARY OWNER'S NAME
Ms. Paula Roberts
ETHNIC GROUP
Caucasian
GENDER
Female
Certification Information
CERTIFYING AGENCY
Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE
DBE - Disadvantaged Business Enterprise
EFFECTIVE DATE
5/27/2021
RENEWAL DATE
5/31/2026
Contact Information
MAIN COMPANY EMAIL
paula@aquacrg.com
MAIN PHONE
619-794-6406
MAIN FAX
619-260-0059
MAIN COMPANY WEBSITE
http://www.aquacrg.com
Addresses
PHYSICAL ADDRESS
4452 Park Blvd
Suite 208
San Diego, CA 92116 [map]
MAILING ADDRESS
4452 Park Blvd
Suite 208
San Diego, CA 92116 [map]

# *SUPPLIER CLEARINGHOUSE*

## *CERTIFICATE OF ELIGIBILITY*

CERTIFICATION EXPIRATION DATE: **May 2, 2027**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Paula T Roberts DBA Aqua Community Relations Group***
***Women Business Enterprise (WBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

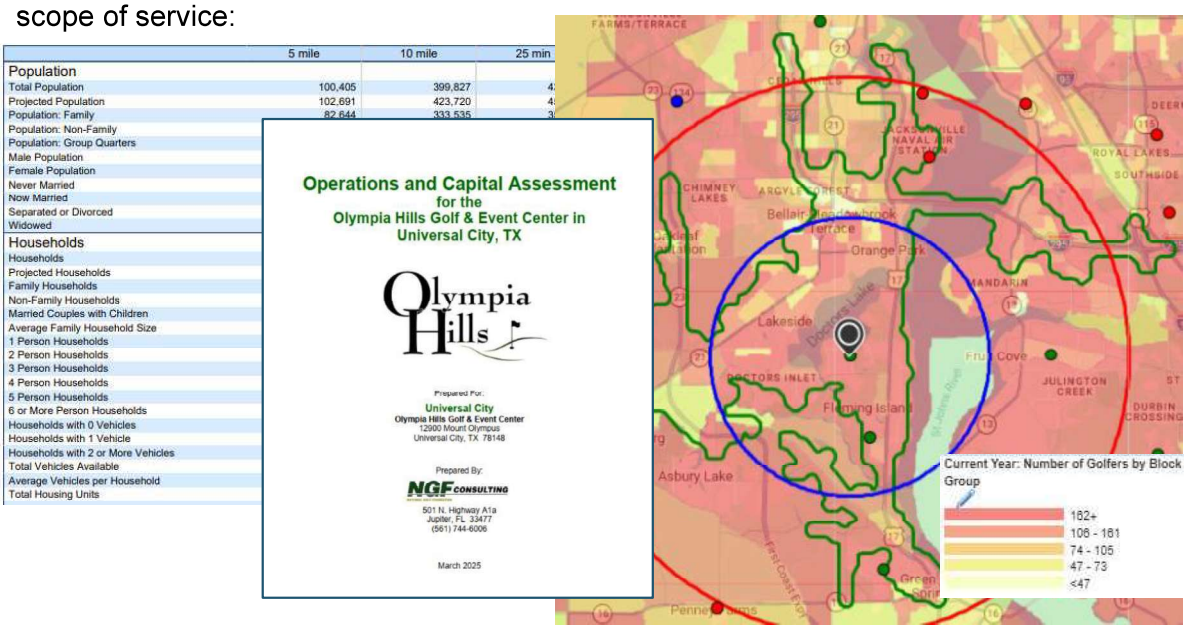
This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

***VON: 21000644*** ***DETERMINATION DATE: May 2, 2024***

# References

## Comparable Studies and References

Comparable studies conducted for municipal agencies in the last 5+/- years with comparable scope of service:




## Forest Preserve District of Cook County, IL

*Strategic Review (11 Golf Facilities) + Long-Term Lease Analysis*

| | |
|---|---|
| **Project Client** | Forest Preserve District of Cook County |
| **Point of Contact** | David Panitch, PMP, CPRP<br>Permits, Rentals and Concessions Project Manager<br>536 N Harlem Ave,<br>River Forest, IL 60305<br>(224) 306-4570<br>david.panitch@cookcountyil.gov |
| **Date of Service** | Strategic Planning<br>2017 (update in 2020) |
| **Project Information** | • Physical condition of 11 properties<br>• Accumulation of deferred maintenance<br>• Potential return on investment from capital improvements<br>• Long term lease analysis |

In 2017 (with update in 2020) the NGF was retained by the Forest Preserve District of Cook County to provide strategic planning for the District's 11-course golf system. The review included analysis of the physical condition of each property, the accumulation of deferred maintenance and the potential return on investment of completing various capital upgrade projects. Specifically, the District retained NGF to complete a new business plan around four key projects: (1) A new banquet addition at George Dunne National GC; (2) converting River Oaks GC into a golf learning center; (3) a comprehensive upgrade of Chick Evans GC; and (4) the possible closure of Burnham Woods GC.

The NGF consultants also completed an analysis of the existing long-term lease for the 11 facilities and provided research on alternative structures to be considered by the District (self-operation, management contract, concessions, etc.). NGF assistance included evaluation of contract terms for any new agreement going forward, and whether the District should require capital contribution from private partners in any new lease arrangement. This allowed the District to consider the full allotment of 11 facilities, along with proposed facility upgrades, and whether some facilities in the system were not sustainable given accumulated capital needs and local market realities.

## City of Austin, TX – Five Facility System

*Strategic Visioning and Sustainability Business Plan*

| | |
|---|---|
| **Project Client** | City of Austin, TX |
| **Point of Contact** | Kevin Gomillion, PGA, Division Manager<br>City of Austin Golf Division<br>919 W 28th 1/2 St, Austin, TX 78705<br>(512) 974-9351<br>kevin.gomillion@austintexas.gov |
| **Date of Service** | 2019 |
| **Project Information** | Long-term sustainability of the five City golf facilities<br>• Current condition<br>• Future market potential |

The City of Austin engaged NGF Consulting in 2019 to assist in evaluating the current condition and future market potential of the five City golf facilities: Morris Williams, Lions Municipal, and Hancock Golf Courses, Clay-Kizer Golf Complex and Grey Rock Golf Club (five 18-hole and one 9-hole golf course), all operated and managed directly by the City of Austin. The City is considering the long-term future sustainability of its golf facilities and seeking to better understand the realistic economic potential of the golf courses given market and site realities. The results of this market and facility analysis will be used by the City to help create and implement a new business plan for the golf system in Austin.

NGF provided an objective report to evaluate the long-term viability and sustainability of each facility and the City's golf system. NGF reviewed each golf property to help identify specific changes or adjustments that can be made to provide appropriate recreational amenities to the citizens of Austin in the most economically efficient way possible. NGF considered the physical condition of the golf facilities, their competitive positions, and investments in new services or amenities that can create the best possible products for the City of Austin.

## Jekyll Island Authority (four golf courses) – Jekyll Island, GA

*Golf Master Plan*

| | |
|---|---|
| **Project Owner** | Jekyll Island Authority |
| **Point of Contact** | Noel Jensen, Executive Director<br>Jekyll Island Authority<br>901 Downing Musgrave Cswy<br>Jekyll Island, GA 31527<br>(912) 635-4075<br>njensen@jekyllisland.com |
| **Date of Service** | 2016 and 2022 |
| **Project Information** | Evaluation of four courses<br>Consider alternatives for future operation<br>Business plan for several scenarios |

In 2016 and 2022, the State of Georgia and the Jekyll Island Authority retained NGF to evaluate the State's four-course (63-hole) Jekyll Island Golf Club to help consider alternatives for the future operation of the economically challenged facility. Jekyll Island GC had been experiencing declining rounds and revenue, leading to growing deficits that must be funded by Authority taxpayers. NGF's role was to evaluate the facility and provide the State Authority with a realistic business plan under several scenarios that included a change in operating structure and/or a reduction in the number of golf holes offered, all while still preserving the rich history of the property and maintaining the support of active golf users.

NGF presented several strategies to increase revenue and reduce expenses, including potential renovations to ancillary facilities (clubhouse/lodge) and reducing the golf offering from 63 to 45 holes. The effort included extensive community engagement - public meetings and survey- to elicit ideas and concerns from the community, followed by a summary presentation of recommended actions. After completion of the NGF Business Plan in 2016, the State engaged a golf architect to create a new property master plan, which was submitted in late 2019 - just before the Covid-19 pandemic. In 2022, the JIA again retained NGF to help finalize the golf master plan and create an implementation strategy. A formal plan was adopted in late 2022. Golf and clubhouse improvements are ongoing through 2025, with the Authority closely following the NGF plan.

## Metro Parks Tacoma, WA – Meadow Park Golf Course

*Comprehensive Golf Facility Evaluation and Business Plan Assistance*

| | |
|---|---|
| **Project Owner** | Metro Parks Tacoma, WA |
| **Point of Contact** | Chris Goodman, General Manager<br>Metro Parks Tacoma / Meadow Park Golf Course<br>Tacoma, WA<br>(253) 473-3033<br>Chrisg@tacomaparks.com |
| **Date of Service** | 2023-2026 |
| **Project Information** | Golf Facility Evaluation<br>Operations review<br>Infrastructure conditions<br>Capital needs<br>Market Assessment<br>Business Plan |

Metro Parks Tacoma ("District") retained NGF in 2023-26 to assess the market, operations, infrastructure conditions and capital needs for the District's 27-hole Meadow Park Golf Course. Meadow Park GC is a 100-year-old golf facility that requires enhancement to all operational components, including the regulation golf course, 9-hole executive course, driving range, maintenance facilities and clubhouse. NGF provided a comprehensive business plan of the District's golf asset, including identification of opportunities to enhance service levels and revenue performance, and recommendations regarding needed golf facility capital improvements.

Of particular interest to the District was the enhancement of the popular driving range, with considerations to expand the service offering and include new attractions like technology and "golf entertainment." NGF's comprehensive study included an operational/management review, market analysis, conditions assessment, stakeholder engagement and a financial analysis to show how new revenues can support a portion of the large investment needed to modernize the property. As of January 2026, the District has adopted much of NGF's business plan recommendations and are proceeding to the financing state for improvement. NGF remains involved as an "on-call" consultant to assist through participation in planning meetings, reviewing proposed plans, analyzing costs, and preparing updated financial models.

## City of Universal City, TX – Olympia Hills Golf & Event Center

*Golf Facility Operations Review, Capital Assessment and Business Plan*

| | |
|---|---|
| **Project Owner** | City of Universal City, TX |
| **Point of Contact** | Kim Turner, City Manager<br>City of Universal City<br>2150 Universal City Blvd<br>Universal City, TX 78148<br>(210) 619-0705<br>citymanager@uctx.gov |
| **Date of Service** | 2024-2025 |
| **Project Information** | Golf Facility Operations Review<br>Capital Assessment<br>Business Plan |

In 2024-25, the City of Universal City, Texas ("City") retained NGF to prepare a thorough business plan for the City's Olympia Hills Golf & Event Center. The City required a strategic review of the golf facility as part of its ongoing plan to provide high-quality public golf to the Universal City community at a time when the course is turning 25 years old, its original financing is paid off and its aging infrastructure needs improvement. In 2025, NGF was again retained to help the City understand Olympia Hills' overall contribution to the City of Universal City, including direct and indirect economic impacts resulting from the presence of the municipal golf course in the City.

## Letters of Recommendation




GOLF CLUB
Owned & Operated by Indian River County

5300 73rd Street • Vero Beach, FL 32967 • (772) 770-5500
Fax (772) 770-5109

February 18, 2026

To Whom It May Concern,

I am the Director of Golf at Sandridge Golf Club in Vero Beach, Florida and am writing to offer my recommendation for the National Golf Foundation's golf consulting services.

The NGF has aided Indian River County in establishing the market and financial feasibility of adding a new clubhouse to the Sandridge Golf Club in Vero Beach, FL. The NGF completed a comprehensive review of the facility and its clubhouse operations in 2025 and has continued with ongoing assistance as we proceed with the new development.

I have worked closely with the NGF and consulting manager Richard Singer, and I endorse their ability to provide similar services to municipal golf courses. Please do not hesitate to contact me if you need further information.

Sincerely,

Bela Nagy

PGA Director of Golf

Indian River County, FL




04 February 2026

RE: Recommendation of the National Golf Foundation

To Whom It May Concern,

I am writing to offer my recommendation for the National Golf Foundation (NGF) in providing golf facility consulting services. Universal City issued a Request for Proposals (RFP) for consulting services for the Olympia Hills Golf Course and Event Center in 2025. While numerous entities responded to the RFP, the National Golf Foundation was selected by the seven-person review committee, with a unanimous decision. The City Council vote was also unanimous in favor of National Golf Foundation.

NGF delivered a comprehensive review of operations with recommendations and a separate study of the economic impact this golf course has on Universal City. These two reports were instrumental in helping the City Council proceed with a new program of upgrades and enhancements to the Olympia Hills Golf Course.

From a staff perspective, I found NGF to be professional, timely, and insightful. I enjoyed the experience of working with the NGF and consulting manager Richard Singer, and I endorse their ability to provide similar services to other cities operating municipal golf courses. I hope you will feel free to contact me if you need further information: CityManager@UCTX.Gov or by phone at 210-619-0705.

Sincerely,

*Kim M. Turner*

Kim M. Turner
City Manager
Universal City, TX

PARKS TACOMA

To Whom It May Concern,

I am pleased to offer my strongest recommendation for the **National Golf Foundation (NGF)** and **Richard Singer, Senior Director of Consulting Services**.

NGF has served as a trusted advisor to Parks Tacoma and Meadow Park Golf Course for several years, including a comprehensive facility review in 2023 and ongoing strategic and financial advisory support. Their work played a meaningful role in informing Parks Tacoma's approval of the $48 million Reimagine Meadow Park Capital Project, helping ensure the project is grounded in sound financial modeling, operational realism, and long-term sustainability.

Richard has been an invaluable thought partner and a steady voice of reason throughout this process. He consistently balances vision with discipline, challenging assumptions, clarifying risk, and reinforcing business-like decision-making. His guidance has helped move a complex municipal project toward an outcome that is both responsible and achievable.

I offer this recommendation based on more than 35 years of experience in municipal golf management, including long-range capital planning, operations, and public accountability. I recommend Richard Singer and the National Golf Foundation without hesitation to any public agency or organization seeking principled, experienced, and credible golf consulting support.

Please feel free to contact me if you require any additional information.

Sincerely,

Chris Goodman
General Manager, Meadow Park Golf Course
chrisg@parkstacoma.gov

# TAB C

COST/PRICE
PROPOSAL

## Price Schedule

Costs for Services are provided within the table below and is inclusive of all fees and costs of operations, including office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel, subcontractor fees and any other expenses incurred while providing our services for the City.

| Item # | Task | Service Description | Deliverables | Total Cost |
|---|---|---|---|---|
| 1 | Need Assessment | Identify specific needs and challenges through stakeholder interviews and data collection | - Existing operations, facilities, and services analysis<br>- Competitor analysis<br>- Needs assessment report | $22,000 |
| 2 | Market Research | Conduct market research to analyze the competitive landscape and target demographics. | - Competitive analysis report of local and national market<br>- Market opportunity report<br>- Customer segmentation analysis | $26,000 |
| 3 | Operational Efficiency Review | Evaluate current operations to identify areas for cost savings and process improvements. | - Operational audit report<br>-Recommendations for process improvements | $20,000 |
| 4 | Revenue Diversification | Identify and implement strategies for diversifying revenue streams. | - Revenue diversification plan<br>- Potential new services, partnerships and events outline | $18,000 |
| 5 | Community Engagement | Develop and implement strategies to engage and solicit feedback from the public and stakeholders | - Community engagement plan | $18,000 |
| 6 | Implementation/Strategic Plan | Provide a detailed plan for implementing strategies. Develop a comprehensive strategic plan to guide growth and development to coincide with City planning documents including the Parks Master Plan, Tactical Equity Plan and Climate Action Plan | -Implementation roadmap<br>- Strategic planning workshop<br>- Long term/short term strategic plan document | $12,000 |
| 7 | Monitoring and Evaluation | Establish metrics and processes for monitoring | - Define key performance indicators and | $10,000 |

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|---|---|---|---|---|
| | | strategy effectiveness | measurement tools to track progress | |
| 8 | Documentation and Reporting | Compile findings and strategies into comprehensive reports | - Final Business Plan<br>- Executive summary presentation<br>- Assist with presentation documents to public boards, committees, and elected bodies. | $12,000 |
| | Total | | | $138,000 |

Pricing Table 2 – Unanticipated Services

| Title | Hourly Rate | *Annual Escalator |
|---|---|---|
| Richard Singer | $200 | 1.5% |
| Bill Golden | $200 | 1.5% |
| Ed Getherall | $175 | 1.5% |
| Clark Brown | $200 | 1.5% |
| Jodi Reilly | $125 | 1.5% |
| Paula Roberts | $175 | 1.5% |
| Mike Loustalot | $175 | 1.5% |
| Jeff Danner | $175 | 1.5% |

## Detailed Costs

This following table is for informational purposes. NGF proposes an all-inclusive sum of $138,000.

The detailed cost breakdown identifying: (1) number of staff hours and hourly rates for each professional and support/administrative staff person committed to this effort; (2) an estimate of all direct costs, such as materials and reproduction costs; and (3) an estimate of any subconsultant services.

| **1. Staff** | **Hourly Rate** | **Hours** | **Costs** |
|---|---|---|---|
| Richard Singer | $200 | 174 | $34,800 |
| Bill Golden | $200 | 110 | $22,000 |
| Ed Getherall | $175 | 48 | $8,400 |
| Clark Brown | $200 | 64 | $12,800 |
| Jodi Reilly | $125 | 122 | $15,250 |
| Support/admin staff | $75 | 64 | $4,800 |
| **2. Direct project costs** | - | | $9,950 |
| **3. Subconsultant services** | - | | $30,000 |
| | | **TOTAL** | **$138,000** |




NGF

DANNER DESIGN
GOLF COURSE ARCHITECTURE

SAGACITY GOLF

aqua community relations

# 10090439-26-G_Golf Consulting Services

Final Audit Report 2026-09-21

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