



CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090158-25-G, Point of Sale (POS) & Reservation System 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) # 10090158-25-G, Point of Sale (POS) & Reservation System for the Golf Division (Contractor).

RECITALS

On or about 9/9/2024, 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 Point of Sale (POS) & Reservation System 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:

David Lanni, Golf Course Manager
11480 North Torrey Pines Rd
La Jolla, CA 92037
858-552-1786
Dlanni@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for five (5) additional one (1) year period(s). 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 \$161,000.00.

JW
JW

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 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.

5.2 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.

5.3 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

5.4 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.

5.5 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.

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

TENFORE GOLF, INC.

Proposer

31215 Beck Road

Street Address

Bulverde

City

214-680-3914

Telephone No.

jwride@tenfore.golf

E-Mail

BY: JonathanWride
JonathanWride (Nov 6, 2025 12:06:48 CST)

Signature of
Proposer's Authorized
Representative

JonathanWride

Print Name

CEO

Title

11/06/2025

Date

CITY OF SAN DIEGO
A Municipal Corporation

BY: C. Abarca

Print Name:

Claudia Abarca

Director, Purchasing & Contracting
Department

03/09/2026

Date Signed

Approved as to form this 10th day of

March, 2026.

HEATHER FERBERT, City
Attorney

Jane Boardman
BY: Jane Boardman (Mar 10, 2026 11:25:50 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 Licenses as required in Exhibit B.

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:

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

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 $(1 - ((105 - 100) / 100) \times 60 = 57$ 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.	15
1. Requested information included and thoroughness of response. 2. Understanding of the project and ability to deliver as exhibited in the Executive Summary. 3. Relevant golf industry experience and expertise. 4. Reputation and references. 5. Exceptions to RFP.	
B. Technical Capabilities.	20
1. System Architecture: Cloud-based integration capabilities and data security. 2. Scalability and Flexibility: The ability to scale with business growth and develop features to adapt to changing needs. 3. User Experience: Ease of use for staff and customers. Intuitive design and mobile accessibility. 4. Compliance and Security to industry standards and regulations.	
C. Functionality, Performance, and Implementation	40
1. POS Features: Inventory management, sales reporting, employee management, payment processing. 2. Online Tee Time Features: Real-time booking, scheduling, payment integration, customer notifications and communications. 3. Tournament Management: Contracting, booking, tee sheet synchronization, and online shotgun booking. 4. Tee Sheet Features: Schedule management, Fee schedule management, booking window management, real-time online waitlisting, direct-to-customer communications, and pace of play management. 5. Support and Maintenance: Availability of training programs, user manuals, and ongoing support. 6. Service Level Requirements: Response times, support availability, and resolution times. 7. Customer Management. 8. Marketing Capabilities, database management and communication tools.	

MAXIMUM
EVALUATION
POINTS

D. Price.

1. Initial Costs: Licensing fees, implementation costs, and training expenses.
2. Ongoing Costs: Maintenance fees, subscription costs, and support fees.

10

E. Mandatory Demonstration/Presentation.

1. Equipment
2. Software
3. Support Model
4. Real Time Operation
5. Thoroughness and Clarity of Presentation

15

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. **Reserved.**

5. **Reserved.**

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 SERVICES

A. OVERVIEW

The City of San Diego's Golf Division is dedicated to providing exceptional golf experiences for residents and visitors alike. This division manages and maintains several premier golf courses, ensuring they meet high standards of quality and service. The Golf Division's responsibilities encompass a range of activities aimed at promoting the sport of golf and enhancing the recreational opportunities available within the City. The City currently accepts Visa, MasterCard, American Express, Discover, and debit cards for customer payment. The City's current merchant processor is Fiserv.

B. OBJECTIVES AND GOALS

This Request for Proposal (RFP) solicits proposals from qualified firms to provide golfer verification, golf reservation, and Point of Sale system (POS) services for the three City of San Diego (City) operated golf facilities: Balboa Park Golf Course, Mission Bay Golf Course, and Torrey Pines Golf Course. The Contractor's golf system will operate a fully integrated, hosted payment card service. This service may include the Automated Clearing House (ACH) payments of daily revenues to the City's depository bank, Bank of America. The contractor's system will be subject to Payment Card Industry Data Security Standards (PCI DSS) requirements.

The POS will be hosted on an off-site secure cloud system and allow City staff to use City computers to process customer golf tee-time and payment transactions on-site at the golf courses. Additionally, the POS will include the capability to allow golf customers to self-access, self-verify residency, reserve tee times online, and make payments online. The City has been using foreUP for these services over the last nine years.

C. REQUIREMENTS AND TASKS

Contractor shall meet the following requirements and tasks:

- The solution must be integrated with a gateway provider that is certified to Fiserv for credit card processing with payments made directly into a City owned merchant account with Fiserv. The use of another merchant acquirer for credit card payment deposits is not acceptable.
- Contractor must state whether their gateway provider can access third party service fees for credit/debit transactions in their solution. The service fees must be clearly disclosed to payer and processed as a separate line item to the customer, where the Contractor retains the service fee amount, and the City is remitted the full principal proceeds.
- The solution must provide a device that provides Point-of-Entry cardholder information encryption that is integrated with the hosted payment service. Credit Card information that is manually entered shall (i.e., swiper tower, keyed in, etc.) always be encrypted.
- The solution use of Point-to-Point Encryption (P2PE) devices to be used with POS for customer over-the-counter credit card or other payment cards must meet PCI Security Standards Council standards:

1. Reservations

- 1.1 The solution must provide the capability for online registration, identity and residency verification, reservations, and payments.
 - For regular reservations, up to seven days in advance of the customer's date of play.
 - For advanced reservations, eight to ninety days in advance of the customer's date of play.
- 1.2 The solution must allow viewing of the last four digits of customers' debit or credit card numbers for all online card payments.
- 1.3 The solution must provide the capability to define user policies and procedures.
- 1.4 The solution must allow for customizable customer acknowledgments for online reservations and online purchases.
- 1.5 The solution must provide the capability for daily, monthly, and yearly facility scheduling, including tee-time intervals, fee assignments, twilight times, and holidays.
- 1.6 The solution should provide a "responsive design" reservation website to allow the same website to fit various device screen sizes.
- 1.7 The solution must be integrated with the GALLUS GOLF mobile application.

2. Point of Sale (POS)

- 2.1 The solution must accept cash, check, gift cards, and contactless credit and debit card payments and allow for customer credit and payment accounts.
- 2.2 The solution must show the last four digits of customers' debit or credit card numbers for all POS card payments.
- 2.3 The solution must provide blind closing support and the capability to exclude selected staff with POS access from viewing shift closing or similar total amounts.
- 2.4 The solution must provide integration with a fully manageable Tee Sheet application.
- 2.5 The solution must provide online card payments for online tee time reservations and online merchandise purchases.
- 2.6 The solution must provide the capability to add tax calculation to selected fees.

- 2.7 The solution must provide the capability to customize POS screen layouts and settings for each of the three golf facilities.
- 2.8 The solution must provide the capability for custom passes that can be used to provide special playing access and special rates to be determined by the City.
- 2.9 The solution must provide the capability to process and track voids and refunds with detailed and summary reporting available, including transaction history (audit trail reporting) detailing individual users' activity within the POS solution. The solution should have the necessary audit functionality to track user ID's activity in payment and administrative functions (i.e., transaction adjustment, corrections, voids, etc.).
- 2.10 POS system must provide the capability for secondary approval by designated users for certain transaction types (voids and refunds). The solution must provide the capability to allow or deny the ability to process refunds or voids on an individual user basis.
- 2.11 Refunds for credit card transactions shall only be allowed to be credited back to the original card used in the transaction and for an amount not greater than the amount in the original transaction. The system shall be able to perform partial refunds.
- 2.12 The solution shall provide customization of the design and layout of the customer receipts. The receipt shall reflect the location of the sale/payment and a description of the transaction/service/merchandise paid. The receipt shall display no more than the last four digits of the customer's payment card number on the receipt.
- 2.13 Contractor shall detail their solution's settlement times for each payment process (over-the-counter, online, etc.).
- 2.14 Contractor shall detail their resolution and notification process for chargebacks.
- 2.15 The solution must not allow partial credit card payments for online reservations.
- 2.16 The solution must allow the purchase and redemption of gift cards.
- 2.17 The solution must allow for reporting of issuances, liabilities, and discrepancy resolution. The solution should allow for in-person and online gift card purchases and redemptions, along with the ability to customize the E-gift cards.
- 2.18 The solution must have, but not be limited to, E-Range and Select Pi software integration.
- 2.19 The solution must be able to print customized rental agreements.

3. Tee Sheet

3.1 The solution must have but not be limited to the following Tee Sheet features:

- Full-year tee sheet management
- Custom timeframe management for online booking (7 day, 90 days etc.)
- Back 9 booking
- Hover details
- Drag and drop functions
- Dropdown price search
- No Show functionality
- Tee time template management
- Automated messaging
- Sunrise/Sunset settings
- Waitlist management
- SMS communications for reservation holders and waitlist customers.
- Pace of Play management, allowing staff to set turn and finish times.

4. Customer Management

4.1 The solution must provide online customer self-registration capturing customers' email addresses, phone numbers, and any other pertinent information as identified by the City.

4.2 Self-registration must require customer identity verification.

4.3 The solution must require residency verification for customers wanting to participate in the City's resident golf program. Residency verification must also require uploaded customer self-portraits in order to complete registration.

4.4 The solution must provide back-end users the capability to identify verified resident customers, customer photos, and have the ability to fully edit profiles.

4.5 The solution must allow for single-sign-on (SSO), Okta preferred, for all verified residents and resident online reservations.

4.6 The solution must provide the capability to designate the customer type – residents, non-residents, seniors, and juniors.

4.7 The solution must provide the capability to merge or delete duplicate customer entries.

4.8 Customer database files should include detailed customer information with the following required information:

- Member Name
- Status (active, inactive, suspended, customer notes)
- Birth Date (the system should maintain and display a computed age)
- Telephone number
- Complete address

- Assigned group status
- Pass status

4.9 Photo upon completion of a resident customer profile, the solution must generate a digital ID that includes the following information:

- Full Name
- Player Group (Junior, Adult, Senior)
- Resident Pass Status with Expiration Date
- Verified Photo
- Scannable bar code for quick check-in.

5. Inventory

5.1 The solution must provide the ability for accounting designations to categorize and summarize data: e.g., facility, fee types, customer type, day of the week, etc.

5.2 The solution must provide a minimum of eight characters for each stock keep unit (SKU) to store active and inactive fees SKUs.

5.3 The solution must allow for tracking and reporting merchandise inventory.

5.4 The solution should have live tracking of inventory for online purchases.

5.5 The solution must allow for the creation and tracking of item kits (Bundled Items).

6. Queries/Reports

6.1 The solution must provide reports of customer transaction data in detail or summary format.

6.2 The solution must provide reports by the golf course facility in addition to combined reporting for all three golf course facilities.

6.3 The solution must provide the following types of reports:

• Z-Out	• Reservation Details	• Receivables
• Payment types by GL Code	• Inventory Levels - Historic	• Daily Sales
• Sales by Department	• Inventory Levels - Current	• Hourly Sales
• Sales by Category	• Inventory Sales	• Item Sales
• Sales by Employee	• Account Transactions Details	• Passes Sales
• Sales by Customer	• Employee Permissions	• Online Sales
• Pace of Play	• Outstanding Liability	• Gift Card liability
• Custom Queries	• Gift Card Purchases	• Utilization by Price Class
• Rounds and Revenue	• Gift Card Redemption	•
• Sales by Price Class	• Gift Card Balances	•

7. Marketing

- 7.1 The solution must provide the capability for customer marketing database management.
- 7.2 Solution must provide the capability for group marketing email by Golf facility.
- 7.3 The solution must provide the capability for customer relationship email communication. System to auto-generate confirmation emails, thank you emails, and reminder emails.
- 7.4 The solution must provide the capability to integrate online reservations with the division website.
- 7.5 The solution must provide the capability to access demographic data from the tee-time system database.

8. Technical

- 8.1 The solution must be a cloud-based system that meets the City's Data security requirements. A Contractor that meets other specifications must then be available to discuss with the City Golf Division staff and Information Technology Security staff to determine that the solution will meet the City's security needs.
- 8.2 The solution (hardware/software) and any add-on peripheral devices (i.e., payment card swiper, pin pads, etc.) must be PCI compliant at all times with the most current version of the Payment Card Industry Data Security Standards (PCI-DSS).
- 8.3 The solution must provide viewing of online reservation information displayed by Contractor to be in accordance with City's visual disability-friendly web page guidelines. References are Web Content Accessibility Guidelines (WCAG) 2.0; and Section 508 (1998 federal amendment to the Workforce Rehabilitation Act of 1973).
- 8.4 The solution must allow golf staff to track the pace of play.
- 8.5 Solution should provide remote access to system and data reports for approved users.
- 8.6 Contractor must provide complete documentation including technical, operations and user manual, etc.
- 8.7 Contractor must provide comprehensive training (technical and functional) as needed to City Golf Division staff.

8.8 Contractor must ensure that contractor provided deployed hardware and software are current and do not reach end of support/lifecycle by its Original Equipment Manufacturer (OEM), during the period of the contract.

9. PCI Requirements

9.1 PCI Compliance. Contractor acknowledges and agrees that to the extent that credit card data is collected, processed, stored or transmitted, Contractor must adhere to the Payment Card Industry Data Security Standards (PCI DSS) and must specifically comply with the City PCI requirements described in this Agreement.

9.2 Contractor Compliance with Payment Card Industry Security Standards Council Standards. Contractor must maintain full compliance with all current and applicable Payment Card Industry Security Standards Council Standards (PCI SSC), for all Services performed under this Contract or other contracts managed by Contractor. Contractor acknowledges and agrees that it will ensure that any subcontractors or other service providers that it uses to assist with performance of this Contract will also maintain full compliance with all current and applicable PCI SSC standards.

9.3 Attestation of PCI Compliance. Contractor must, upon request of the City annually on the anniversary of the Effective Date, provide the City with a copy of the Level 1 Service Provider attestation of compliance which must be approved and signed by a qualified security assessor (QSA) company recognized by the PCI SSC. Any deficiencies noted in an annual assessment must be communicated to City, in writing, within thirty (30) days of the report, and include a remediation date in accordance with the PCI SSC's prioritized approach. Any deficiencies noted in an annual assessment must be remediated at Contractor's sole cost and expense.

9.4 Contractor Remediation. Contractor must remediate, in a timely manner and at Contractor's sole cost and expense, any outstanding audit finding by Contractor or City's QSA as it relates to Contractor's provision of PCI related hardware or services in compliance with the most current PCI DSS and PCI SSC.

9.5 Service Provider Responsibility Matrix. Contractor must complete a Service Provider Responsibility Matrix (Matrix) in either the form provided by City, or in a format approved by City, and account for all management services that will be supplied to the City as they relate to cardholder data that is stored, processed, or transmitted on behalf of City. The Matrix shall be updated in regularly and in a timely manner to reflect any changes in the provision of such management services. Upon its completion, the Matrix is hereby incorporated into the Contract and any updates or revisions to the Matrix will also be incorporated into this Contract without need for an amendment.

9.6 Contractor Hardware Inspections, Checklist and Notice of Unauthorized Access. Contractor must physically inspect all kiosk devices, merchant terminals, and related payment hardware, accessible to Contractor, used in the acceptance, transmission, or storage of credit card data, at a frequency determined by the City. Contractor must document all hardware inspections using a checklist in accordance with PCI DSS requirement 9.9 (Checklist), located at:

https://www.pcisecuritystandards.org/document_library?category=pcidss&document=pci_dss or located at such other website as the PCI SSC may describe from time to time.

9.6.01 Contractor must report immediately to the City, via email and phone call, any known device tampering or other breach, intrusion, or unauthorized access to cardholder data stored by or on behalf of Contractor. For purposes of this subsection a, reporting to the City's Information Security Officer (CISO) and the Office of the City Treasurer will be deemed sufficient for notifying the City. Contractor also agrees to assume responsibility for informing all affected individuals in accordance with applicable law.

9.6.02 Upon the City's request, Contractor must provide to City a copy of the checklist.

D. IT MANDATORY REQUIREMENTS

The City provides a description of its technology environment and minimum standards in the IT City Standards and Technical Alignment document, rev. 2024.06 (refer to Exhibit D), which proposers must complete in its entirety. Proposers must describe, in detail, both how their proposed solution complies with each minimum standard, as well as any and all areas where their proposed solution will not comply or meet these minimum standards. If a standard or requirement is not applicable, that must be so noted. A response stating that the solution complies with the minimum standard without an explanation of how, specifically, it complies, would be unacceptable and could result in the proposal being deemed non-responsive.

E. ROLES AND RESPONSIBILITIES

1. Contractor's General Roles and Responsibilities

With respect to all services provided to the City, Contractor will fulfill the following operational roles and responsibilities:

Contractor will conduct technical preventative maintenance, repairs and fixes necessary in order to maintain the highest operational availability of the golf reservation and Point of Sale system. Contractor will provide training to City Golf Division staff.

F. SERVICE LEVEL REQUIREMENTS

1. **Uptime Availability.** Provider warrants that the Hosted Service will be available to be accessed by the City at least 99.5% (Uptime) of each calendar month.
2. **Uptime Availability Remuneration.** Where Contractor fails to meet the Uptime Service Level, then City is entitled to claim the following prorated Service Credits against the annual cost for the Services:

Uptime Percentage in a full calendar month	Service Credit
99.0% to 100%	No credit: Uptime is met.
97% to 99%	5% of the prorated monthly cost for the Services
94% to 96.9%	7% of the prorated monthly cost for the Services
90% to 93.9%	10% of the prorated monthly cost for the Services
Less than 90%	100% of the prorated monthly cost for the Services

G. MAINTENANCE, SUPPORT AND UPDATES

Contractor shall make available to the City all updates to the software, as they are released, at no additional charge, so long as this Contract is active. To ensure that documentation is consistent with the operating environment, updated documentation must be delivered concurrently with the software update.

Contractor shall provide a system wide help desk to provide support. Help desk shall accept new requests, provide software application support, problem solve questions related to the operation of the software and provides status of existing requests. Telephonic support shall be available during regular business hours defined as 8:00 AM-5:00 PM PT Monday through Friday except federal holidays.

H. INTERROGATORIES

Exhibit E (Interrogatories) requires Proposers to provide a project plan for the fixed-price delivery of the implementation services. Proposer's response to the requirement in Exhibit E must include, but not be limited to:

- a) **Single Point of Contact:** The Proposer must identify a single point of contact for all contract management activities. The Proposer's Project Manager's name and resume must be submitted with the proposal. The successful Proposer must not change the Project Manager without written City of San Diego approval.
- b) **Project Management Plan:** The proposal must contain a comprehensive and practical description of the Proposer's plans for project management with regards to City staff engagement, implementation of the proposed solution, control mechanisms including staff organizational structure, progress reporting, major decision making, sign-off

procedures, and internal control procedures. The Proposer shall also indicate flexibility in meeting changes in program requirements and coping with problems.

- c) **Project Timeline:** The Proposer must submit a project plan that meets the needs of the Request for Proposal (RFP) and indicates a thorough understanding of the scope of the work as outlined in this RFP. The Proposer must identify realistic person hours of effort and responsibilities for the deliverable and each work activity. Fully describe each of the key milestones and estimated completion dates. Include the following milestones:
1. Project Planning
 2. Implementation Plan
 3. Project Schedule
 4. System Specification, if Customization is Required
 5. Review and Agreement on the System Specification
 6. System Customization and Coding
 7. System Testing (Customized Components)
 8. System Software Installation
 9. System Implementation
 10. System Validation
 11. System Documentation
- d) **Project Delays:** Proposer must also describe typical project delays when implementing this Solution and how project delays will be addressed should they occur. The process for submitting Change Requests and remedying project delays should also be detailed. (All Assurances that sufficient resources and knowledgeable experienced staff are available to meet any of the project schedule must be described.
- e) **Scope Management:** Proposer must describe the change control process for scope management. This should include the initiation of any scope changes and subsequent approvals.
- f) **Staffing and Project Organization:** The Proposer's organization chart must be included with all proposed personnel, including the supervisor level, functional responsibilities, key personnel, and other staff members who will be involved in the project and percentage of time dedicated to project. Proposers should describe their commitment to ensuring the composition of the project team will remain consistent throughout the course of the implementation phase. Project team cannot be substituted, or staff added without prior notice and acceptance by the City. Prime Contractors may use subcontractors; however, the Prime Contractor must be the Proposer. All subcontractors must be listed in the Contractor Standards Pledge of Compliance form. If Contractor wishes to bring in a subcontractor for performance under the agreement, the City must approve the subcontractor in writing. The Proposer must also identify key resources located in the San Diego area.
- g) **Migration Strategy:** Please describe the migration strategy for this project based on the different databases. (How would the Proposer determine the best process for moving all past/historical data into the new Solution?) Detail your methodology for testing/QA and ensuring risk of business disruption is properly mitigated. This migration strategy must be reflected in the migration costs for this proposal.

Proposers must describe their experience with migrating these specific database/data types and describe what difficulties may be encountered during migration due to these data types.

- h) **Final System Testing & Acceptance:** Please outline and describe the acceptance testing process that will confirm system operations and ensure that the system meets all of the functional requirements as outlined in this RFP.
- i) **Training Strategy & Recommended Training Plan:** Please outline and describe the appropriate training for the Project Team as Administrators and Trainers as well as End Users based on the requirements in this proposal. This plan must include training materials (e.g. user manuals) and be reflected in the training costs for this proposal. The manuals must be routinely updated as policies or programs are changed. Training will begin no later than 30 calendar days after the solution is installed and accepted by the City. The City prefers virtual training due to the number of personnel, however we will also want the option for on-site training.

Please describe details of the types of training provided as well as training documents. Indicate if the training is provided as part of this proposal or available as part of continuing support.

- j) **Levels of Support:** Please describe in detail the levels of support provided for this solution and how they align with the City's requirements. In this description, please include the terms of the support and the services provided. The support level pricing must be reflected in the cost proposal. If there are saving opportunities, please provide additional options as available.

I. TECHNICAL REPRESENTATIVE.

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

**Proposal for Point of Sale (POS) &
Reservation System for
the Golf Division**

Solicitation Number: 10090158-25-G

The City of San Diego, CA

PRESENTED BY:

Jonathan Wride, CEO

October 9, 2024



TENFORE GOLF



October 9, 2024

Mr. Jerry G. Gibbs,
Associate Procurement Contracting Officer
1200 Third Avenue, Suite 200
San Diego, CA 92101

Mr. David Lanni
Contract Administrator
11480 North Torrey Pines Rd
La Jolla, CA 92037

RE: Proposal for Point of Sale (POS) & Reservation System for the Golf Division

Dear Jerry, David, and Selection Committee:

On behalf of TenFore Golf, I am excited to present our proposal to provide innovative golf management software solutions to the City of San Diego's golf courses, including the iconic Torrey Pines Golf Course.

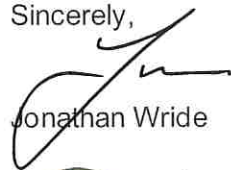
Our cutting-edge platform is designed to streamline operations, enhance efficiency, and elevate the overall experience for both your staff and patrons. With features tailored to the specific needs of municipal courses, TenFore Golf is confident that our technology will significantly contribute to the long-term success of San Diego's golf operations.

We understand the City of San Diego's mission to be a local and national leader in municipal golf operations and maintenance. Our proven solutions will ensure that you meet and exceed this goal. You can expect improved operational insight, optimized course management, and an elevated customer experience. Together, we will drive the city's golf courses toward continued excellence and set a new standard in municipal golf management.

By partnering with TenFore Golf, you'll receive unlimited user licenses, brand new touchscreen computers, kiosks, and handheld Clover devices at no cost, access to our software modules, ongoing software updates, 24/7/365 support with secure hosting and maintenance, a dedicated support team committed to your success, and a development partner who will customize your golf management software to meet your exact needs for the life of our partnership, setting you apart from others.

We are confident that our team, technology, and commitment to customize your software to meet your exact needs will significantly contribute to the long-term success of the City of San Diego's operations. We would be privileged to be selected as your golf technology partner.

Sincerely,



Jonathan Wride



Jonathan Wride
CEO
214-680-3914
jwride@tenfore.golf

2.8 Additional Information as Required in Exhibit B

All responses are in 2.13 Proposer's Response to the RFP.

Tab B

Executive Summary and Responses to Specifications

Proposal for Point of Sale (POS) & Reservation System for the Golf Division

Solicitation Number: 10090158-25-G

The City of San Diego, CA

PRESENTED BY:

Jonathan Wride, CEO

October 9, 2024



TENFORE GOLF

Table of Contents

Company Overview – Executive Summary.....	1
Exhibit B – Scope of Services	4
Exhibit D It Standards and Technical Alignment	16
Exhibit E Interrogatories	25
2.01.....	28
2.02	40
2.03	56
Tab C – Cost/Pricing Proposal	64



Company Overview

TenFore Golf

TenFore is a 100% proprietary, cloud-based, all-in-one digital technology platform built for golf courses, restaurants, and retail establishments. TenFore provides a full suite of Software as a Service (SaaS), integrated tee sheet and point of sale and payment processing, the latest hardware, and a partner network of integrated software solutions.



TenFore's powerful, easy-to-use software includes an advanced tee sheet with integrated golf, retail, and F&B point of sale, booking, and reservations, e-commerce, memberships, integrated credit card processing through Fiserv, identity verification, and bot protection through ID.me, driving range hardware integration with Select Pi, with unattended payments through Fiserv, operations, financial reporting dashboard, marketing, loyalty, gift cards, mobile applications, hotel room integration and more.

We are experts in golf technology with vast industry knowledge and experience. Our team members have previously owned and successfully sold competitor companies, integrated with all leading golf management software, and installed and managed software for municipalities, resorts, and leading multi-course operators Century Golf, American Golf, and Hampton Golf, which included golf facilities such as PGA West, The Citrus Club, and Walt Disney Golf.

Our all-in-one golf management system exceeds the level of technology, hardware integrations, payment flexibility, and support offered in the market.

TenFore Golf is committed to the City of San Diego's success for the life of our partnership. In addition to providing industry-leading golf management software, we will configure and develop our solution to meet your exact needs over the long term to always ensure you have the latest technology and tools to deliver on your mission to be a local and national leader in municipal golf operations and maintenance.



Course Contact

AUSTIN WRIDE
Senior Vice President
817-703-8507

Austin.wride@tenfore.golf

Primary Office

31215 Beck Road
Bulverde, TX 78163
Toll Free: 833-367-3968 |
Fax: 214-975-2004

tenfore.golf



tenfore.golf



Exhibit B



	Requirement	Y/N	Support (how we do it)
EXHIBIT B			
SCOPE OF SERVICES			
A. OVERVIEW			
	The City of San Diego's Golf Division is dedicated to providing exceptional golf experiences for residents and visitors alike. This division manages and maintains several premier golf courses, ensuring they meet high standards of quality and service. The Golf Division's responsibilities encompass a range of activities aimed at promoting the sport of golf and enhancing the recreational opportunities available within the City. The City currently accepts Visa, MasterCard, American Express, Discover, and debit cards for customer payment. The City's current merchant processor is Fiserv.	Yes	TenFore meets the needs and requirements of the RFP. TenFore commits to adding any needed integrations and custom-developing software for the life of the contract to ensure the City of San Diego has the best golf management system to meet their needs today and tomorrow..
A. OBJECTIVES AND GOALS			
	This Request for Proposal (RFP) solicits proposals from qualified firms to provide golfer verification, golf reservation, and Point of Sale system (POS) services for the three City of San Diego (City) operated golf facilities: Balboa Park Golf Course, Mission Bay Golf Course, and Torrey Pines Golf Course. The Contractor's golf system will operate a fully integrated, hosted payment card service. This service may include the Automated Clearing House (ACH) payments of daily revenues to the City's depository bank, Bank of America. The contractor's system will be subject to Payment Card Industry Data Security Standards (PCI DSS) requirements.	Yes	TenFore delivers on the City of San Diego's stated objectives and goals.
	The POS will be hosted on an off-site secure cloud system and allow City staff to use City computers to process customer golf tee-time and payment transactions on-site at the golf courses. Additionally, the POS will include the capability to allow golf customers to self-access, self-verify residency, reserve tee times online, and make payments online. The City has been using foreUP for these services over the last nine years.	Yes	TenFore meets all requirements subject to verification of City computer operating system. If City computers are unable to complete the required tasks, TenFore will supply new computers at its cost. Self-verification will be handled by our integration with ID.me.
A. REQUIREMENTS AND TASKS			
	Contractor shall meet the following requirements and tasks:	Yes	
	• The solution must be integrated with a gateway provider that is certified to Fiserv for credit card processing with payments made directly into a City owned merchant account with Fiserv. The use of another merchant acquirer for credit card payment deposits is not acceptable.	Yes	TenFore Golf is integrated with Fiserv and can make payments directly into the City owned merchant account with Fiserv.
	• Contractor must state whether their gateway provider can access third party service fees for credit/debit transactions in their solution. The service fees must be clearly disclosed to payer and processed as a separate line item to the customer, where the Contractor retains the service fee amount, and the City is remitted the full principal proceeds.	Yes	Fiserv delivers the solution as requested.
	• The solution must provide a device that provides Point-of-Entry cardholder information encryption that is integrated with the hosted payment service. Credit Card information that is manually entered shall (i.e., swiper tower, keyed in, etc.) always be encrypted.	Yes	We are able to handle this with direct devices or manually entered payments. The entry is done directly into a Fiserv Payment collection screen to encrypt and charge if needed.

	The solution use of Point-to-Point Encryption (P2PE) devices to be used with POS for customer over-the-counter credit card or other payment cards must meet PCI Security Standards Council standards: https://www.pcisecuritystandards.org/approved_companies_providers/approved_pin_transaction_security.php	Yes	We are able to handle this with direct devices or manually entered payments. The entry is done directly into a Fiserv Payment collection screen to encrypt and charge if needed.
	1. Reservations		
			TenFore's integration with <u>ID.me</u> will provide:
			1. Identity verification prior to tee time booking to stop bots
			2. Identity verification for users with document passback (photos)
			3. Residency verification for local golfers
	1.1 The solution must provide the capability for online registration, identity and residency verification, reservations, and payments.	Yes	4. Discounts for military + students
	o For regular reservations, up to seven days in advance of the customer's date of play.	Yes	TenFore can set any amount of days out for public and members.
	o For advanced reservations, eight to ninety days in advance of the customer's date of play.	Yes	TenFore can deliver the requirement
	1.2 The solution must allow viewing of the last four digits of customers' debit or credit card numbers for all online card payments.	Yes	This is visible based on transactions or payments made in the system and also in places a card has been stored, customer or course side.
	1.3 The solution must provide the capability to define user policies and procedures.	Yes	In the golf course setting you can put policies in that will show on the booking engine, order receipt printouts and cart signout. Also, confirmation emails.
	1.4 The solution must allow for customizable customer acknowledgments for online reservations and online purchases.	Yes	This included in the customer booking flow and confirmation email.
	1.5 The solution must provide the capability for daily, monthly, and yearly facility scheduling, including tee-time intervals, fee assignments, twilight times, and holidays.	Yes	The system allows for scheduling as requested.
	1.6 The solution should provide a "responsive design" reservation website to allow the same website to fit various device screen sizes.	Yes	TenFore dynamically will fit the screen of any device a customer may use, whether that be by web, web-based app, or native app.
	1.7 The solution must be integrated with the GALLUS GOLF mobile application.	Yes	TenFore is integrated with Gallus Golf.
	2. Point of Sale (POS)		
	2.1 The solution must accept cash, check, gift cards, and contactless credit and debit card payments and allow for customer credit and payment accounts.	Yes	Yes, we accept all of the payment types listed.
	2.2 The solution must show the last four digits of customers' debit or credit card numbers for all POS card payments.	Yes	Yes, we have this. This will be visible based on transactions or payments made in the system and also in places a card has been stored, customer or course side.

	2.3 The solution must provide blind closing support and the capability to exclude selected staff with POS access from viewing shift closing or similar total amounts.	Yes	Yes, we can offer blind closing and only admins will have access to shift reports.
	2.4 The solution must provide integration with a fully manageable Tee Sheet application.	Yes	As an all-in-one system, TenFore has a built-in Tee Sheet that integrates across the software in every situation needed without having to use a second window or system.
	2.5 The solution must provide online card payments for online tee time reservations and online merchandise purchases.	Yes	TenFore provides the ability to make online payments for tee times and merchandise.
	2.6 The solution must provide the capability to add tax calculation to selected fees.	Yes	TenFore can allow for products, Tee Fees, or Transportation Fees to have one or multiple tax types attached by default or set to be tax exempt. You can also edit these pre-set settings at the time of the transaction by setting an item or entire order to tax exempt if the employee has the proper level. Otherwise, they will be asked for manager approval via PIN.
	2.7 The solution must provide the capability to customize POS screen layouts and settings for each of the three golf facilities.	Yes	Each course, and individual register inside a single course, can utilize a different POS Screen setup via which items are available to be sold at each, and the creation of custom menus for certain times of the day or special events.
	2.8 The solution must provide the capability for custom passes that can be used to provide special playing access and special rates to be determined by the City.	Yes	TenFore has the ability to create customer types or memberships that allow for the customer assigned to it to receive special rates or permissions throughout the course.
	2.9 The solution must provide the capability to process and track voids and refunds with detailed and summary reporting available, including transaction history (audit trail reporting) detailing individual users' activity within the POS solution. The solution should have the necessary audit functionality to track user ID's activity in payment and administrative functions (i.e., transaction adjustment, corrections, voids, etc.).	Yes	The admin backend has many reports that will show transactions, payments, refunds, etc. We also have the ability to track these things down by individual customer, as each customer profile will have all of their connected transactions, refunds, payments, activities, and more attached to it.
	2.10 POS system must provide the capability for secondary approval by designated users for certain transaction types (voids and refunds). The solution must provide the capability to allow or deny the ability to process refunds or voids on an individual user basis.	Yes	Things like refunds/voids, discounts, and more can be locked down to require a manager PIN for approval, along with a comment explaining why the action is taking place.
	2.11 Refunds for credit card transactions shall only be allowed to be credited back to the original card used in the transaction and for an amount not greater than the amount in the original transaction. The system shall be able to perform partial refunds.	Yes	Any refund made in the system is required to be made back to the original payment method or one of the payment methods used in the original order. This can be a refund made in full or partial, but never in excess of the total.
	2.12 The solution shall provide customization of the design and layout of the customer receipts. The receipt shall reflect the location of the sale/payment and a description of the transaction/service/merchandise paid. The receipt shall display no more than the last four digits of the customer's payment card number on the receipt.	Yes	TenFore allows for custom language to be placed on the receipt and does not show raw credit card info.
	2.13 Contractor shall detail their solution's settlement times for each payment process (over-the-counter, online, etc.).	Yes	Settlement times are set through the credit card processor and can be customized to any time of the day, although anything after 9pm ET is no longer eligible for next-day funding. TenFore itself closes out all open transactions at the end of every day.

	2.14 Contractor shall detail their resolution and notification process for chargebacks.	Yes	Chargebacks are managed by the customer through Fiserv support portals. Disputed transactions can be viewed in real time through the merchant's support portal, CardPointe. Merchant can respond to the chargeback via physical mail or through Dispute Manager (Chargeback Portal).
	2.15 The solution must not allow partial credit card payments for online reservations.	Yes	TenFore currently does not allow for partial payment. Full prepayment is required if selected by the course.
	2.16 The solution must allow the purchase and redemption of gift cards.	Yes	Customers can purchase gift cards online or in person through our proprietary gift card module.
	2.17 The solution must allow for reporting of issuances, liabilities, and discrepancy resolution. The solution should allow for in-person and online gift card purchases and redemptions, along with the ability to customize the E-gift cards.	Yes	All orders have reports attached to them that show any changes or edits made to reach a resolution on issues found by managers or brought to the course by customers.
	2.18 The solution must have, but not be limited to, E-Range and Select PI software integration.	Yes	Yes, TenFore provides E-Range and Select PI integrations.
	2.19 The solution must be able to print customized rental agreements.	Yes	TenFore offers rental agreements.
	3. Tee Sheet		
	3.1 The solution must have but not be limited to the following Tee Sheet features:		
	o Full-year tee sheet management	Yes	The tee sheet can be managed as many days out as required.
	o Custom timeframe management for online booking (7 day, 90 days etc.)	Yes	Settings can be put in place to allow for different online booking windows for public customers and memberships.
	o Back 9 booking	Yes	The tee sheet can handle the setup for split tees.
	o Hover details	Yes	Hover details are provided
	o Drag and drop functions	Yes	Admins and managers have the ability to drag and drop from the Tee Sheet conveniently located in the backend Portal, while users on the front end will use a drop-down "move player" feature to avoid complications when scrolling on a touch screen.
	o Dropdown price search	Yes	We have the ability to show and select all prices available to the customer by hitting an "edit" button inside of the tee sheet. You can also click on the tee time itself to open a price sheet showing all available prices during that time.
	o No Show functionality	Yes	Yes, we can make tee times for No Show, and charge a card on file as long as one is stored at the time of booking or prior.
	o Tee time template management	Yes	TenFore provides tee time template management

		We have automated messaging put in place when actions are taken, like booking a tee time, purchasing something from the online store, signing up for an event, making a reservation, canceling a tee time, etc. We also have automated messaging that can be sent to staff when certain actions are taken by customers, such as buying something from the online store.
	o Automated messaging	Yes
	o Sunrise/Sunset settings	Yes
	o Waitlist management	Yes
	o SMS communications for reservation holders and waitlist customers.	Yes
	o Pace of Play management, allowing staff to set turn and finish times.	Will be developed
		TenFore can provide waitlist management
		TenFore offers communication to customers via Email, SMS, or push messages for those who have the app.
		This will be developed for the City ahead of launch.
4. Customer Management		
	4.1 The solution must provide online customer self-registration capturing customers' email addresses, phone numbers, and any other pertinent information as identified by the City.	Yes
	4.2 Self-registration must require customer identity verification.	Yes
		Via our integration with ID.me
	4.3 The solution must require residency verification for customers wanting to participate in the City's resident golf program. Residency verification must also require uploaded customer self-portraits in order to complete registration.	Yes
		Via our integration with ID.me
	4.4 The solution must provide back-end users the capability to identify verified resident customers, customer photos, and have the ability to fully edit profiles.	Yes
		Via our integration with ID.me
	4.5 The solution must allow for single-sign-on (SSO), Okta preferred, for all verified residents and resident online reservations.	Yes
		Via our integration with ID.me
	4.6 The solution must provide the capability to designate the customer type – residents, non-residents, seniors, and juniors.	Yes
		TenFore can provide all required customer types.
	4.7 The solution must provide the capability to merge or delete duplicate customer entries.	Yes
		TenFore can deliver the requirement
	4.8 Customer database files should include detailed customer information with the following required information:	Yes
		TenFore can deliver the requirement
	o Member Name	Yes
		TenFore can deliver the requirement
	o Status (active, inactive, suspended, customer notes)	Yes
		TenFore can deliver the requirement
	o Birth Date (the system should maintain and display a computed age)	Yes
		TenFore can deliver the requirement
	o Telephone number	Yes
		TenFore can deliver the requirement
	o Complete address	Yes
		TenFore can deliver the requirement

o Assigned group status	Yes	TenFore can deliver the requirement
o Pass status	Yes	TenFore can deliver the requirement
4.9 Photo upon completion of a resident customer profile, the solution must generate a digital ID that includes the following information:	Yes	TenFore can deliver the requirement
o Full Name	Yes	TenFore can deliver the requirement
o Player Group (Junior, Adult, Senior)	Yes	TenFore can deliver the requirement
o Resident Pass Status with Expiration Date	Yes	TenFore can deliver the requirement
o Verified Photo	Yes	TenFore can deliver the requirement
o Scannable bar code for quick check-in.	Will be developed	This will be developed for the City
5. Inventory		
5.1 The solution must provide the ability for accounting designations to categorize and summarize data: e.g., facility, fee types, customer type, day of the week, etc.	Yes	TenFore can deliver the requirement
5.2 The solution must provide a minimum of eight characters for each stock keep unit (SKU) to store active and inactive fees SKUs.	Yes	TenFore can deliver the requirement
5.3 The solution must allow for tracking and reporting merchandise inventory.	Yes	TenFore can deliver the requirement
5.4 The solution should have live tracking of inventory for online purchases.	Yes	TenFore can deliver the requirement
5.5 The solution must allow for the creation and tracking of item kits (Bundled Items).	Yes	TenFore can deliver the requirement
6. Queries/Reports		
6.1 The solution must provide reports of customer transaction data in detail or summary format.	Yes	TenFore can deliver the requirement
6.2 The solution must provide reports by the golf course facility in addition to combined reporting for all three golf course facilities.	Yes	TenFore can deliver the requirement
6.3 The solution must provide the following types of reports:	Yes	TenFore can deliver the requirement
• Z-Out	Yes	TenFore can deliver the requirement
• Payment types by GL Code	Yes	TenFore can deliver the requirement
• Sales by Department	Yes	TenFore can deliver the requirement
• Sales by Category	Yes	TenFore can deliver the requirement
• Sales by Employee	Yes	TenFore can deliver the requirement
• Sales by Customer	Yes	TenFore can deliver the requirement
• Pace of Play	Yes	TenFore can deliver the requirement
• Custom Queries	Yes	TenFore can deliver the requirement
• Rounds and Revenue	Yes	TenFore can deliver the requirement
• Sales by Price Class	Yes	TenFore can deliver the requirement
• Reservation Details	Yes	TenFore can deliver the requirement

• Inventory Levels - Historic	Yes	TenFore can deliver the requirement
• Inventory Levels - Current	Yes	TenFore can deliver the requirement
• Inventory Sales	Yes	TenFore can deliver the requirement
• Account Transactions Details	Yes	TenFore can deliver the requirement
• Employee Permissions	Yes	TenFore can deliver the requirement
• Outstanding Liability	Yes	TenFore can deliver the requirement
• Gift Card Purchases	Yes	TenFore can deliver the requirement
• Gift Card Redemption	Yes	TenFore can deliver the requirement
• Gift Card Balances	Yes	TenFore can deliver the requirement
• Receivables	Yes	TenFore can deliver the requirement
• Daily Sales	Yes	TenFore can deliver the requirement
• Hourly Sales	Yes	TenFore can deliver the requirement
• Item Sales	Yes	TenFore can deliver the requirement
• Passes Sales	Yes	TenFore can deliver the requirement
• Online Sales	Yes	TenFore can deliver the requirement
• Gift Card liability	Yes	TenFore can deliver the requirement
• Utilization by Price Class	Yes	TenFore can deliver the requirement
7. Marketing		
7.1 The solution must provide the capability for customer marketing database management.	Yes	TenFore can deliver the requirement
7.2 Solution must provide the capability for group marketing email by Golf facility.	Yes	TenFore can deliver the requirement
7.3 The solution must provide the capability for customer relationship email communication. System to auto-generate confirmation emails, thank you emails, and reminder emails.	Yes	TenFore can deliver the requirement
7.4 The solution must provide the capability to integrate online reservations with the division website.	Yes	TenFore can deliver the requirement
7.5 The solution must provide the capability to access demographic data from the tee-time system database.	Yes	TenFore can deliver the requirement
8. Technical		
8.1 The solution must be a cloud-based system that meets the City's Data security requirements. A Contractor that meets other specifications must then be available to discuss with the City Golf Division staff and Information Technology Security staff to determine that the solution will meet the City's security needs.	Yes	TenFore can deliver the requirement
8.2 The solution (hardware/software) and any add-on peripheral devices (i.e., payment card swiper, pin pads, etc.) must be PCI compliant at all times with the most current version of the Payment Card Industry Data Security Standards (PCI-DSS).	Yes	TenFore can deliver the requirement
8.3 The solution must provide viewing of online reservation information displayed by Contractor to be in accordance with City's visual disability-friendly web page guidelines. References are Web Content Accessibility Guidelines (WCAG) 2.0; and Section 508 (1998 federal amendment to the Workforce Rehabilitation Act of 1973).	Yes	TenFore can deliver the requirement by launch
8.4 The solution must allow golf staff to track the pace of play.	Will be developed	Will be developed by launch
8.5 Solution should provide remote access to system and data reports for approved users.	Yes	TenFore can deliver the requirement

	8.6 Contractor must provide complete documentation including technical, operations and user manual, etc.	Yes	TenFore can deliver the requirement
	8.7 Contractor must provide comprehensive training (technical and functional) as needed to City Golf Division staff.	Yes	TenFore can deliver the requirement
	8.8 Contractor must ensure that contractor provided deployed hardware and software are current and do not reach end of support/lifecycle by its Original Equipment Manufacturer (OEM), during the period of the contract.	Yes	TenFore can deliver the requirement
	9. PCI Requirements		
	9.1 PCI Compliance. Contractor acknowledges and agrees that to the extent that credit card data is collected, processed, stored or transmitted, Contractor must adhere to the Payment Card Industry Data Security Standards (PCI DSS) and must specifically comply with the City PCI requirements described in this Agreement.	Yes	TenFore can deliver the requirement with its partner Fiserv
	9.2 Contractor Compliance with Payment Card Industry Security Standards Council Standards. Contractor must maintain full compliance with all current and applicable Payment Card Industry Security Standards Council Standards (PCI SSC), for all Services performed under this Contract or other contracts managed by Contractor. Contractor acknowledges and agrees that it will ensure that any subcontractors or other service providers that it uses to assist with performance of this Contract will also maintain full compliance with all current and applicable PCI SSC standards.	Yes	TenFore can deliver the requirement with its partner Fiserv
	9.3 Attestation of PCI Compliance. Contractor must, upon request of the City annually on the anniversary of the Effective Date, provide the City with a copy of the Level 1 Service Provider attestation of compliance which must be approved and signed by a qualified security assessor (QSA) company recognized by the PCI SSC. Any deficiencies noted in an annual assessment must be communicated to City, in writing, within thirty (30) days of the report, and include a remediation date in accordance with the PCI SSC's prioritized approach. Any deficiencies noted in an annual assessment must be remediated at Contractor's sole cost and expense.	Yes	TenFore can deliver the requirement with its partner Fiserv
	9.4 Contractor Remediation. Contractor must remediate, in a timely manner and at Contractor's sole cost and expense, any outstanding audit finding by Contractor or City's QSA as it relates to Contractor's provision of PCI related hardware or services in compliance with the most current PCI DSS and PCI SSC.	Yes	TenFore can deliver the requirement with its partner Fiserv
	9.5 Service Provider Responsibility Matrix. Contractor must complete a Service Provider Responsibility Matrix (Matrix) in either the form provided by City, or in a format approved by City, and account for all management services that will be supplied to the City as they relate to cardholder data that is stored, processed, or transmitted on behalf of City. The Matrix shall be updated in regularly and in a timely manner to reflect any changes in the provision of such management services. Upon its completion, the Matrix is hereby incorporated into the Contract and any updates or revisions to the Matrix will also be incorporated into this Contract without need for an amendment.	Yes	TenFore can deliver the requirement with its partner Fiserv

9.6 Contractor Hardware Inspections, Checklist and Notice of Unauthorized Access. Contractor must physically inspect all kiosk devices, merchant terminals, and related payment hardware, accessible to Contractor, used in the acceptance, transmission, or storage of credit card data, at a frequency determined by the City. Contractor must document all hardware inspections using a checklist in accordance with PCI DSS requirement 9.9 (Checklist), located at:	Yes	TenFore can deliver the requirement with its partner Fiserv
https://www.pcisecuritystandards.org/document_library?category=pcidss&document=pci_dss or located at such other website as the PCI SSC may describe from time to time.		TenFore can deliver the requirement with its partner Fiserv
9.6.01 Contractor must report immediately to the City, via email and phone call, any known device tampering or other breach, intrusion, or unauthorized access to cardholder data stored by or on behalf of Contractor. For purposes of this subsection a, reporting to the City's Information Security Officer (CISO) and the Office of the City Treasurer will be deemed sufficient for notifying the City. Contractor also agrees to assume responsibility for informing all affected individuals in accordance with applicable law.	Yes	TenFore can deliver the requirement with its partner Fiserv
9.6.02 Upon the City's request, Contractor must provide to City a copy of the checklist.	Yes	TenFore can deliver the requirement with its partner Fiserv
D. IT MANDATORY REQUIREMENTS		
The City provides a description of its technology environment and minimum standards in the IT City Standards and Technical Alignment document, rev. 2024.06 (refer to Exhibit D), which proposers must complete in its entirety. Proposers must describe, in detail, both how their proposed solution complies with each minimum standard, as well as any and all areas where their proposed solution will not comply or meet these minimum standards. If a standard or requirement is not applicable, that must be so noted. A response stating that the solution complies with the minimum standard without an explanation of how, specifically, it complies, would be unacceptable and could result in the proposal being deemed non-responsive.	Yes	Exhib D has been completed and is attached as part of our proposal.
E. ROLES AND RESPONSIBILITIES		
1. Contractor's General Roles and Responsibilities		
With respect to all services provided to the City, Contractor will fulfill the following operational roles and responsibilities:	Yes	TenFore will fulfill all operational and responsibilities required under our agreement with the City.
Contractor will conduct technical preventative maintenance, repairs and fixes necessary in order to maintain the highest operational availability of the golf reservation and Point of Sale system. Contractor will provide training to City Golf Division staff.	Yes	TenFore meets this requirement. All repairs, preventive maintainance takes place over the cloud so there is no disruption at the course. Training is included throughout the life of the contract.
F. SERVICE LEVEL REQUIREMENTS		
1. Uptime Availability. Provider warrants that the Hosted Service will be available to be accessed by the City at least 99.5% (Uptime) of each calendar month.	Yes	TenFore can deliver the requirement
2. Uptime Availability Remuneration. Where Contractor fails to meet the Uptime Service Level, then City is entitled to claim the following prorated Service Credits against the annual cost for the Services:	Yes	TenFore agrees with this statement

	Uptime Percentage In a full calendar month	Service Credit	Agreed
	99.0% to 100%	No credit: Uptime is met.	Agreed
	97% to 99%	5% of the prorated monthly cost for the Services	Agreed
	94% to 96.9%	7% of the prorated monthly cost for the Services	Agreed
	90% to 93.9%	10% of the prorated monthly cost for the Services	Agreed
	Less than 90%	100% of the prorated monthly cost for the Services	Agreed
G. MAINTENANCE, SUPPORT AND UPDATES			
	Contractor shall make available to the City all updates to the software, as they are released, at no additional charge, so long as this Contract is active. To ensure that documentation is consistent with the operating environment, updated documentation must be delivered concurrently with the software update.	Yes	TenFore meets this requirement. All updates to the software will be delivered to the City over the cloud so there is no disruption at the course. Release notes are delivered for every software upgrade and release.
	Contractor shall provide a system wide help desk to provide support. Help desk shall accept new requests, provide software application support, problem solve questions related to the operation of the software and provides status of existing requests. Telephonic support shall be available during regular business hours defined as 8:00 AM-5:00 PM PT Monday through Friday except federal holidays.	Yes	TenFore provides a system wide helpdesk that include phone, email and ticketing system for entering and monitoring tickets.
H. INTERROGATORIES			
	Exhibit E (Interrogatories) requires Proposers to provide a project plan for the fixed-price delivery of the Implementation services. Proposer's response to the requirement in Exhibit E must include, but not be limited to:	Yes	All requirements of Exhibit E have been included in this proposal.
	a) Single Point of Contact: The Proposer must identify a single point of contact for all contract management activities. The Proposer's Project Manager's name and resume must be submitted with the proposal. The successful Proposer must not change the Project Manager without written City of San Diego approval.	Yes	TenFore will provide a single point of contact for all contract management activities with the City. Austin Wride, 817-703-6310 austin.wride@tenfore.golf will be the direct contact for the City.

	b) Project Management Plan: The proposal must contain a comprehensive and practical description of the Proposer's plans for project management with regards to City staff engagement, implementation of the proposed solution, control mechanisms including staff organizational structure, progress reporting, major decision making, sign-off procedures, and internal control procedures. The Proposer shall also indicate flexibility in meeting changes in program requirements and coping with problems.	Yes	All requirements of Exhibit E have been included in this proposal.
	c) Project Timeline: The Proposer must submit a project plan that meets the needs of the Request for Proposal (RFP) and indicates a thorough understanding of the scope of the work as outlined in this RFP. The Proposer must identify realistic person hours of effort and responsibilities for the deliverable and each work activity. Fully describe each of the key milestones and estimated completion dates. Include the following milestones:	Yes	All requirements of Exhibit E have been included in this proposal.
	1. Project Planning	Yes	All requirements of Exhibit E have been included in this proposal.
	2. Implementation Plan	Yes	All requirements of Exhibit E have been included in this proposal.
	3. Project Schedule	Yes	All requirements of Exhibit E have been included in this proposal.
	4. System Specification, If Customization Is Required	Yes	All requirements of Exhibit E have been included in this proposal.
	5. Review and Agreement on the System Specification	Yes	All requirements of Exhibit E have been included in this proposal.
	6. System Customization and Coding	Yes	All requirements of Exhibit E have been included in this proposal.
	7. System Testing (Customized Components)	Yes	All requirements of Exhibit E have been included in this proposal.
	8. System Software Installation	Yes	All requirements of Exhibit E have been included in this proposal.
	9. System Implementation	Yes	All requirements of Exhibit E have been included in this proposal.
	10. System Validation	Yes	All requirements of Exhibit E have been included in this proposal.
	11. System Documentation	Yes	All requirements of Exhibit E have been included in this proposal.
	d) Project Delays: Proposer must also describe typical project delays when implementing this Solution and how project delays will be addressed should they occur. The process for submitting Change Requests and remedying project delays should also be detailed. (All Assurances that sufficient resources and knowledgeable experienced staff are available to meet any of the project schedule must be described.	Yes	All requirements of Exhibit E have been included in this proposal.
	e) Scope Management: Proposer must describe the change control process for scope management. This should include the initiation of any scope changes and subsequent approvals.	Yes	All requirements of Exhibit E have been included in this proposal.

	f) Staffing and Project Organization: The Proposer's organization chart must be included with all proposed personnel, including the supervisor level, functional responsibilities, key personnel, and other staff members who will be involved in the project and percentage of time dedicated to project. Proposers should describe their commitment to ensuring the composition of the project team will remain consistent throughout the course of the implementation phase. Project team cannot be substituted, or staff added without prior notice and acceptance by the City. Prime Contractors may use subcontractors; however, the Prime Contractor must be the Proposer. All subcontractors must be listed in the Contractor Standards Pledge of Compliance form. If Contractor wishes to bring in a subcontractor for performance under the agreement, the City must approve the subcontractor in writing. The Proposer must also identify key resources located in the San Diego area.	Yes	All requirements of Exhibit E have been included in this proposal.
	g) Migration Strategy: Please describe the migration strategy for this project based on the different databases. (How would the Proposer determine the best process for moving all past/historical data into the new Solution?) Detail your methodology for testing/QA and ensuring risk of business disruption is properly mitigated. This migration strategy must be reflected in the migration costs for this proposal.	Yes	All requirements of Exhibit E have been included in this proposal.
	Proposers must describe their experience with migrating these specific database/data types and describe what difficulties may be encountered during migration due to these data types.	Yes	All requirements of Exhibit E have been included in this proposal.
	h) Final System Testing & Acceptance: Please outline and describe the acceptance testing process that will confirm system operations and ensure that the system meets all of the functional requirements as outlined in this RFP.	Yes	All requirements of Exhibit E have been included in this proposal.
	i) Training Strategy & Recommended Training Plan: Please outline and describe the appropriate training for the Project Team as Administrators and Trainers as well as End Users based on the requirements in this proposal. This plan must include training materials (e.g. user manuals) and be reflected in the training costs for this proposal. The manuals must be routinely updated as policies or programs are changed. Training will begin no later than 30 calendar days after the solution is installed and accepted by the City. The City prefers virtual training due to the number of personnel, however we will also want the option for on-site training.	Yes	All requirements of Exhibit E have been included in this proposal.
	Please describe details of the types of training provided as well as training documents. Indicate if the training is provided as part of this proposal or available as part of continuing support.	Yes	All requirements of Exhibit E have been included in this proposal.
	j) Levels of Support: Please describe in detail the levels of support provided for this solution and how they align with the City's requirements. In this description, please include the terms of the support and the services provided. The support level pricing must be reflected in the cost proposal. If there are saving opportunities, please provide additional options as available.	Yes	All requirements of Exhibit E have been included in this proposal.
	F. TECHNICAL REPRESENTATIVE.		
	The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.	Yes	TenFore fulfilled this requirement.

G.PRICE SCHEDULE		
Contractors are required to submit their bid prices on the City's Price Schedule. The Price Schedule must be completed in full. Only the City's Price Schedule will be accepted. Any deviations from the Price Schedule may be considered non-responsive and unacceptable.	Yes	The pricing schedule, as required, is included in Tab C.
Price Schedule		
Point of Sale	\$ year	
Online Booking	Included	
Online Retail	Included	
Tee Sheet	Included	
Inventory Management	Included	
Customer account	Included	
Tracking/billing	Included	
Gift Cards	Included	
Reporting	Included	
Suppliers	Included	
Receiving	Included	
Self Service Kiosk	Included	
Marketing	\$ year	
FREE Development	Included	
FREE Support	Included	
FREE updates	Included	
24/7 Phone and Email Support	Included	
Unlimited Custom branded email Marketing	Included	
Fully customized Trigger campaigns	Included	
Promo codes	Included	
Coupon marketing	Included	
Marketing analytics	Included	
Mobile Application	Included	
Residency/Identity Verification	Included	
Training	\$ year	
Over the phone Setup/Training Fee	Included	
Onsite Setup/Training and Implementation Upgrade	Included	
Annual Total	\$ year	
Five Year Total	\$	
Year Six Total (Option 1)	\$	
Year Seven Total (Option 2)	\$	
Year Eight Total (Option 3)	\$	
Year Nine Total (Option 4)	\$	
Year Ten Total (Option 5)	\$	
10 Year Total	\$	

Exhibit D

IT City Standards and Technical Alignment

City of San Diego

IT City Standards for Solicitations - Rev. 2024.06 (reflects Governance Rev. 2024.04 v003.1)

ID	City Requirement	Level of Compliance (Select "N/A" for non-applicable)	Describe, in detail, how solution does (and does not) comply. If not fully compliant, please provide proposed workarounds, planned updates (with timelines) or alternatives, as available (and associated costs, as applicable). If you believe this requirement to be non-applicable, provide a detailed explanation/justification.
AS	Application Security <i>The following Application Security requirements shall apply:</i>		
AS-1	System User Authentication. Web authentication must be integrated into City's OKTA SSO via Security Assertion Markup Language (SAML) 2.0 and/or OpenID Connect (OIDC).	Fully Compliant	TenFore Integrates with ID.me which supports SAML.
AS-2	Role-Based Access (RBAC). The application must accommodate role-based access to limit access to application resources based on only what is needed for a particular user role.	Fully Compliant	Administrators can assign roles using the TenFore Golf administrative portal on a user level.
AS-3	Secure Authentication. All authentication activity occurring over the network must be encrypted using industry best practices to ensure that logins and passwords are not transmitted in clear text. This includes System User and administrator authentication activity.	Fully Compliant	TenFore employs the latest TLS encryption on all web traffic.
AS-4	Encryption. Application must support industry standard methods, and at a minimum a 256-bit secure, modern algorithm for the encryption of Sensitive Data in transit to/from the host/server system, at rest within storage subsystem(s), and client computer(s), and must use most recent secure versions of encryption protocols such as SSL, TLS or Secure FTP. Encryption algorithm used to encrypt data and authorization activity must meet HIPAA standards and be encrypted as NIST FIPS 140-2 compliant.	Fully Compliant	SSL We rely on google Cloud provider encryption standards to provide security to our users. Our database and cloud file storage are covered by https://cloud.google.com/docs/security
AS-5	Auditing and Logging. Application should support interoperability with, and stream logs to, the City's centralized Security Information and Event Management (SIEM) platform for, at a minimum, all security related events including login, logout, data modification, data deletion, change in rights or permission levels, and the addition of data/information to the application. Logs must include user ID generating the transaction, time of the transaction, and details regarding the activity (e.g., login, logout, or data details).	Fully Compliant	<u>Yes, TenFore logs all of the described actions and a report is available to operators in the administrative portal.</u>
AS-6	Data Integrity. The Solution must ensure the integrity of all the data collected, stored, and processed. Interruptions in processing due to incidents such as aborted transactions, hardware failures, or network unavailability must not result in inaccurate or inconsistent data stored and/or processed in the Application. If data transfers occur, the Application must provide a method of audit validation to ensure that all data sent to it was received and processed correctly.	Fully Compliant	Unfinished transactions can be audited using the administrative portal.
AS-7	Error Messages. Errors must be handled in an appropriate manner. Failed login attempts to the Application must not display detailed information about the failed login attempt (e.g., incorrect password or unknown System User account). Other security related errors (e.g., "file not found" or "permission denied") must generate generic error responses. Detailed error information must be written to secure logs so that developers and system administrators have access to error details required to address the error.	Fully Compliant	General errors are displayed to the user. The admin portal has both error and log reporting tools and is only available to City approved admin.
AS-8	Logical Data Separation. In the instances of a shared-hosting environment, including, but not limited to, shared hardware, processing, platform, application instance, software code and architecture, and security controls, Vendor must ensure that City data is logically separated from third parties to ensure no leakage of City data occurs. For sensitive data stored within SAAS or a third-party cloud, the City should generate and control the encryption keys for the data, where applicable.	N/A	We do not share hosting.

City of San Diego

If City Standards for Solicitations - Rev. 2024.06 (reflects Governance Rev. 2024.04, v002.1)

ID	City Requirement	Level of Compliance (select all that apply)	Describe, in detail, how solution does (and does not) comply. If not fully compliant, please provide proposed workarounds, planned updates (with timelines) or alternatives, as available (and associated costs, as applicable). If you believe this requirement to be non-applicable, provide a detailed explanation/justification.
AS-9	Patching. Application/Systems must be patched, at a minimum, on a monthly basis.	Fully Compliant	Patching and updates are automated.
AS-10	Vulnerability Management. Prior to product deployment into a production environment and/or external exposure, all Application, Service and Systems must be scanned, with an established industry-recognized tool and have security vulnerabilities remediated. Vulnerabilities discovered on existing systems must be remediated within at least 30 days of discovery. Discovered vulnerabilities shall be assigned a risk ranking. High-rated vulnerabilities must be patched/remediated within 24 hours.	Fully Compliant	Prior to product deployment, all systems will be scanned with an industry-recognized tool.
AS-11	Mobile Device Management (MDM). Mobile Devices (e.g., tablets and mobile phones) must be capable of enrolling in industry standard MDM managed by the City's Information Security Team. Note: Microsoft Intune is the City's current standard MDM solution.	Fully Compliant	Eloview is our current MDM solution, and the City can be provided access.
AD	Application Data	Yes	
The following Application Data requirements shall apply:			
AD-1	Ownership of Data. All data collected on behalf of the City of San Diego is the property of the City. None of the data will be used for any other purpose. Upon termination or expiration of any contractual agreement, Vendor/Proposer will retain the City's data for a minimum of ninety (90) days and will transfer City data in its possession to the City at no cost by using a method that protects the confidentiality of the information being exchanged and as agreed upon by the City but, at a minimum, data records will be provided in ASCII comma separated value (CSV) format, with binary images in TIFF, JPG, or PDF format.	Fully Compliant	All City data is the property of the City. TenFore will provide all data to the City or the City can export the data itself upon termination.
AD-2	Personal Data. Vendor/Proposer agrees that it will comply with all applicable federal, state, and local data protection laws and regulations in any relevant jurisdiction with respect to dealing with, disclosing, and exchanging any Personal Data in connection with this solution/Agreement. For the purpose of this solution/Agreement, "personal data" means any personal identifying information including, but not limited to, customer's name, address, telephone number, social security number, and financial account numbers (including credit or debit card numbers and any related security codes or passwords).	Fully Compliant	Credit card data does not enter the system directly, as it is handled by Fiserv. All other data is encrypted according to the security sections AS-3 and AS-4 above. In addition we do not store any data that is not required for use within TenFore Golf, (e.g. we don't store social security numbers)
AD-3	City Data Access. If proposed Solution is sub-contracted and hosted by a third party, City owned data must be available to the City of San Diego. System User access and authorizations must be provided as directed by the City of San Diego.	N/A	TenFore does not subcontract. All software is proprietary and built in house.
AD-4	Third Party Requirements (For Request for Proposal responses only). Proposer shall ensure any third-party subcontractors adhere to all data privacy and security requirements no less rigorous than those set forth in this RFP.	N/A	We don't subcontract.
AD-5	State Requirements. Vendor/Proposer is compliant with the California Consumer Privacy Act (CCPA).	N/A	We are compliant.
D	Design	Yes	
The following Design requirements shall apply:			

City of San Diego

IT City Standards for Solicitations - Rev. 2024.06 (reflects Governance Rev. 2024.04 v002.1)

ID	City Requirement	Level of Compliance (per the document)	Describe, in detail, how solution does (and does not) comply. If not fully compliant, please provide proposed workarounds/ planned updates with timelines or alternatives, as available (and associated costs, if applicable). If you believe this requirement to be non-applicable, provide a detailed explanation / justification.
DD-1	Design Documentation. Vendor/Proposer will provide design documentation, including but not limited to Process diagram, interface/integration diagram, and Infrastructure diagram.	Fully Compliant	TenFore will provide this documentation upon request
DD-2	Architecture Documentation. Vendor/Proposer will provide architecture documentation, including but not limited to data flow diagram, data models, database schema and Entity-Relationship diagram.	Fully Compliant	TenFore will provide this documentation upon request
DHW	Desktop Hardware	Yes	
<i>The following Desktop requirements shall apply:</i>			
HWD-1	System. Compatible with 64-bit systems	Fully Compliant	The only software needed to run our system from a computer is a standard webbrowser.
HWD-2	Desktop/Laptop Hardware. Hewlett-Packard (HP) brand business-class	Fully Compliant	The only software needed to run our system from a computer is a standard webbrowser.
HWD-3	Tablets. HP ELITE X2 G4	Fully Compliant	The HP Elite X2 G4 is a windows tablet that will work with our system provided it has a standard web browser. In addition we will be providing updated android tablets for to make better use of our system.
HWD-4	Tablet/Laptop Combos. MS Surface Pro 7, MS Surface Pro 7+	Fully Compliant	The Surface pro line is a windows tablet that will work with our system provided it has a standard web browser. In addition we will be providing updated android tables to make better use of our system.
DSW	Desktop Software	Yes	
<i>The following Desktop requirements shall apply:</i>			
SWD-1	Desktop Operating System. Microsoft Windows 10 Enterprise, or the most current version of this Operating System to within an n-1 standard (i.e., within last 2 current versions).	Fully Compliant	The only software needed to run our system from a computer is a standard webbrowser.
SWD-2	Desktop Software. The proposed system must not conflict with nor modify standard desktop software. Other standard software includes: ESET Antivirus, Adobe Creative Cloud, SAPGUI. The City targets n-1 if not the latest updates.	Fully Compliant	The only software needed to run our system from a computer is a standard webbrowser.
SWD-3	Office Productivity. Microsoft Office Suite, Teams, Visio, Project.	Fully Compliant	The only software needed to run our system from a computer is a standard webbrowser.
SWD-4	Web Browser. Google Chrome and Microsoft Edge versions to within an n-1 standard.	Fully Compliant	The only software needed to run our system from a computer is a standard webbrowser. Our solution is supported and functional in both Chrome and Edge browsers
DSTD	Other Applications Standards	Yes	
<i>The following Applications requirements shall apply:</i>			

City of San Diego

If City Standards for Solicitations - Rev. 2024.05 (reflects Governance Rev. 2024.04 v001.1)

ID	City Requirement	Level of Compliance (select from the dropdown)	Describe, in detail, how solution does (and does not) comply. If not fully compliant, please provide proposed workarounds, planned updates (with timelines) or alternatives, as available (and associated costs, as applicable). If you believe this requirement is to be not applicable, provide a detailed explanation / justification.
OSTD-1	Programming Language Standards. HTML5 (Web Presentation); Python (ESRI ArcGIS Script); ASP.net (Dynamic Web Pages); PHP; PowerShell (Windows Automation Scripting); Microsoft SQL Server Reporting Services (SSRS); Transact I-SQL (Database Programming Language); Microsoft .Net Responsive design.	Fully Compliant	We use SQL server 2022, ASP.net 8, Vue.js 3.
OSTD-2	Data Transport Protocol Standards. XML (includes XDM); JSON; SOAP / HTTPS / RESTful (web services); EDI; ACH; ESRI - File GeoDatabase; GgJSON, DWG, DGN (CADD).	Fully Compliant	TenFore uses multiple means of intersystem communication including json payloads and Protobufs. We have created http/rest applications as well as service queueing mechanisms.
OSTD-3	Desktop Configuration. Desktop components for any solution must be able to be pushed to the user via the City's Service Center Configuration Manager (SCCM) platform.	N/A	There is no desktop configuration that needs to take place.
OSTD-4	Reporting Tool Integration Standards. SAP Crystal Reports; Microsoft SQL Server Reporting Services.	Fully Compliant	We use MS SQL Server reporting services.
OSTD-5	Web Content Management System. Drupal.	N/A	We do not use Drupal. We can deploy a CMS solution upon request.
OSTD-6	Document Management Integration. OpenText.	N/A	Document management is handled directly in TenFore's software and stored with Google Firebase
OSTD-7	Geographic Information System and Integration Standards. ESRI - ArcGIS Desktop; RouteSmart / ArcGIS Network Analyst.	N/A	We are not using any geographic information or systems currently.
OSTD-8	Payment Card Industry (PCI) Compliance. If solution has the ability to accept electronic payments, directly or indirectly, then it must comply with the City's PCI Compliance requirements.	Fully Compliant	We are fully PCI compliant through our Fiserv Integration.
OSTD-9	Web Programming. Web Interface that requires public input shall be WCAG 2.1 Compliant e.g. VPAT	Partially Compliant	In process will be completed prior to implementation.
HSTD	Hosting Standards	Yes	
The following Hosting requirements shall apply:			
HSTD-1	City Hyper Converged Infrastructure. If solution is proposed as "On Premise" it must support one of the following (please specify under 1.a, 1.b, or 1.c below):	N/A	Cloud-based, not premise
HSTD-1.a	Hyper Converged Infrastructure. Server, shared-storage, networking equipment, and software for infrastructure management. The City's standard integrated Infrastructure Model is the VMWare Virtual Cloud Foundation.	N/A	Cloud-based, not premise
HSTD-1.b	Standalone server - HP ProLiant Generation 10 or higher.	N/A	Cloud-based, not premise
HSTD-1.c	Server OS. Solution must support Server Operating System - Microsoft Windows Server, SuSe Linux versions must be within n-1 standard.	N/A	Cloud-based, not premise
HSTD-2	Web Servers. If proposed system is locally hosted, it must support web servers - Microsoft IIS and Apache to an n-1 standard.	N/A	Cloud-based, not premise
HSTD-3	Virtual Servers. Solution must support virtual server hosting - VMware ESX (to an n-1 standard).	N/A	Cloud-based, not premise
HSTD-4	Relational Database Management Systems. If solution is proposed as "On Premise," it must support Relational Database Management Systems (RDBMS) - Microsoft SQL Server version within n-1 standard.	N/A	Cloud-based, not premise

City of San Diego

IT City Standards for Solicitations - Rev. 2024.06 (reflects Governance Rev. 2024.04, v003.1)

ID	City Requirement	Level of Compliance (select in the dropdown)	Describe, in detail, how solution does (and does not) comply. If not fully compliant, please provide proposed workarounds, planned updates (with timelines) or alternatives, as available (and associated costs, as applicable). If you believe this requirement to be non-applicable, provide a detailed explanation / justification.
HSTD-5	Cloud. Providers are Amazon Web Services (AWS), Microsoft Azure, and Google Cloud platform (GCP), with AWS being the preferred public cloud platform. Current services provided include Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), Microservices, Storage and Archiving. Public Cloud solutions must reside within the borders of the United States and support either Microsoft Azure, AWS or GCP. Private Cloud using Virtual Cloud Foundation or VMC on Aws are the Standards.	Fully Compliant	TenFore utilizes GCP as its Cloud provider. All servers reside in the United States.
ACAR	Acknowledgement of City's Administrative Regulations (ACAR)	Yes	
City's Administrative Regulations and Applicable Standards			
ACAR-1	City's Information Security Policy, Standards and Procedures. The City of San Diego Administrative Regulation for "Information Security Policy, Standards and Procedures" (A.R. 90.63) at https://www.sandiego.gov/sites/default/files/ar9063.pdf .	Acknowledged	We acknowledge the City's information Security Policy, Standards and Procedures.
ACAR-2	Protection of Sensitive Information and Data. The City of San Diego Administrative Regulation for "Protection of Sensitive Information and Data" (A.R. 90.64) at https://www.sandiego.gov/sites/default/files/ar_9064.pdf .	Acknowledged	We acknowledge the Protection of Sensitive Information and Data.
* Go to Step 2 - Technical Alignment *			

City of San Diego

IT Technical Alignment for Solicitations - Rev. 2024.06 (reflects Governance Rev. 2024.04_v003.1)

Discipline	Question	Vendor Response (Required)	Guidance / Directions
Records Management	Will the identified software utilize, import, transform, produce, or store information that constitute City Records?	We will not be storing any of this data currently.	City Records are any recorded information of any kind and in any form, either created or received by the City that is evidence of its operations - Files that initiate, authorize, or complete a City transaction - Files that document the formulation and execution of City policies and decisions - Files that have sufficient historical, administrative, legal, or fiscal value relating to policy and decision-making A trusted system must include an avenue for maintaining at least two separate copies of an electronic resource. A combination of proper hardware and media storage techniques are necessary to prevent any unauthorized additions, modifications, or deletions to a document. A trusted system must also stand up to the rigors of an independent audit process that ensures that no plausible scenario for altering documents is feasible. Lastly, a trusted system requires that at least one copy of a stored electronic document or record is written that does not permit any unauthorized alterations or deletions and is stored and preserved in a separate and safe location. For more information, please visit: https://www.sos.ca.gov/administration/regulations/current-regulations/technology/trusted-electronic-document-or-record-preservation#section-22620.7
Records Management	If yes, does the identified software meet the criteria to be a "Trusted System" as defined in the California Code of Regulations, Title 2, Division 7, Chapter 15 "Trustworthy Electronic Document or Record Preservation"?	N/A	
Records Management	If no, how will records be maintained to ensure proper retention and disposition in accordance with the city's approved retention requirements for City records?	N/A we are not storing any city record data currently.	
Information and Data Security	Who owns the data in the system?	The City owns all of their data.	If yes, an approval will be required by DoIT PCI team. See PCI compliance requirements. For PCI data, see PCI compliance requirements. If yes, the source and destination IP addresses and ports will be required.
Information and Data Security	Will this solution have the capability to accept credit card information now or in the future?	We do accept credit card information.	
Information and Data Security	Will any protected data be stored in the system (PCI, HIPAA, Financial, PII, CJIS)?	Yes, We are PCI compliant not storing any identifiable credit card data. We do store PII (EG: name, address, phone, email) so that we can do business with our customers.	
Information and Data Security	Will any protected data be stored OUTSIDE the City's network or datacenter (PCI, HIPAA, Financial, PII, CJIS)?	Yes, TenFore stores its own user data in compliance with the applicable IT City Standards from Step 1	
Information and Data Security	Will the Vendor or application need access to the City's internal systems to do development or for operational use of the new system?	No	
Information and Data Security	Does the application have any connections to systems outside of the City's firewall?	Yes	
Information and Data Security	If hosted outside of the City's internal network, does the application need a connection inside of our firewall?	No	

City of San Diego

IT Technical Alignment for Solicitations - Rev. 2024.06 (reflects Governance Rev. 2024.04 v003.1)

Discipline	Question	Vendor Response (Required)	Guidance / Directions
Information and Data Security	How will the system be kept current with patches and upgrades?	This will be handled in conjunction by TenFore and GCP	If the solution is hosted, the contract needs to state the upgrade and patch processes. Even if directly addressed elsewhere, provide here.
Information and Data Security	Does the system utilize Generative Artificial Intelligence (AI)? If so, what LLM or technology is used (ChatGBT, Bard, etc.?)	No	If yes, please explain what input data will be used, if it will be publicly accessible, and what acceptable use and data loss protection policies will be applied.
Data Center / Cloud	Is the solution: on premise, hosted solution, software as a service (SaaS), or hybrid?	SaaS	We rely on GCP automated daily backups.
Data Center / Cloud	If the solution is hosted, who is subcontracted to host the data (e.g. AWS, GCP, or Microsoft Azure)?	GCP	
Data Center / Cloud	If the solution is hosted, where will the City's data reside geographically?	We operate out of us-central1 currently. Which is served from Council Bluffs, Iowa, North America	
Data Center / Cloud	If the solution is hosted, what type of disaster recovery policy or plan does the vendor who is hosting the data have?	Currently we are relying on Google's ability to maintain High Availability within our region. We have a plan going forward to spread TenFore services out over multiple regions to prevent software outages.	
Data Center / Cloud	If the solution is hosted, what is the back-up policy in place by the vendor?	We rely on GCP automated daily backups.	
Data Center / Cloud	If the solution is hosted, what access rights does the City have to the data through the course of the subscription? In what format will the data be provided to the City?	The City will have access through our administrative panel like all other users.	
Data Center / Cloud	If the solution is hosted, what access rights does the City have to the data upon conclusion of the contract? In what format will the data be returned to the City?	The data can be provided upon request as a set of CSV files.	
Data Center / Cloud	If the solution is on premise, how many IP addresses and network connections will be needed?	N/A	If this is not clearly outlined in the architecture diagram, please explain and include any relevant hardware required (e.g. switches, routers, .).
Data Center / Cloud	If the solution is on premise: How many servers are required?	N/A	
Network	If the solution is on premise, what are the source and intended destination IP addresses and ports (if known)?	N/A	
Network	If the solution is on premise, how will it physically connect to the internal network?	N/A	
Service Desk	What are the hours of support of the application?	24/7	
Service Desk	Who does the user call if they have a problem with the system?	1-833-367-3968 (833-FORE-YOU) & support@tenfore.golf	
Service Desk	Can SCCM (System Center Configuration Manager) be used to push the required desktop components?	N/A	

City of San Diego

IT Technical Alignment for Solicitations - Rev. 2024.05 (reflects Governance Rev. 2024.04 v003.1)

Discipline	Question	Vendor Response (Required)	Guidance / Directions
Service Desk	What other services does the product integrate with?	Gallus, Golf Genius, Metollus, QuickBooks,	
Service Desk	What software, if any, is required on the desktop?	None	

Exhibit E

Interrogatories

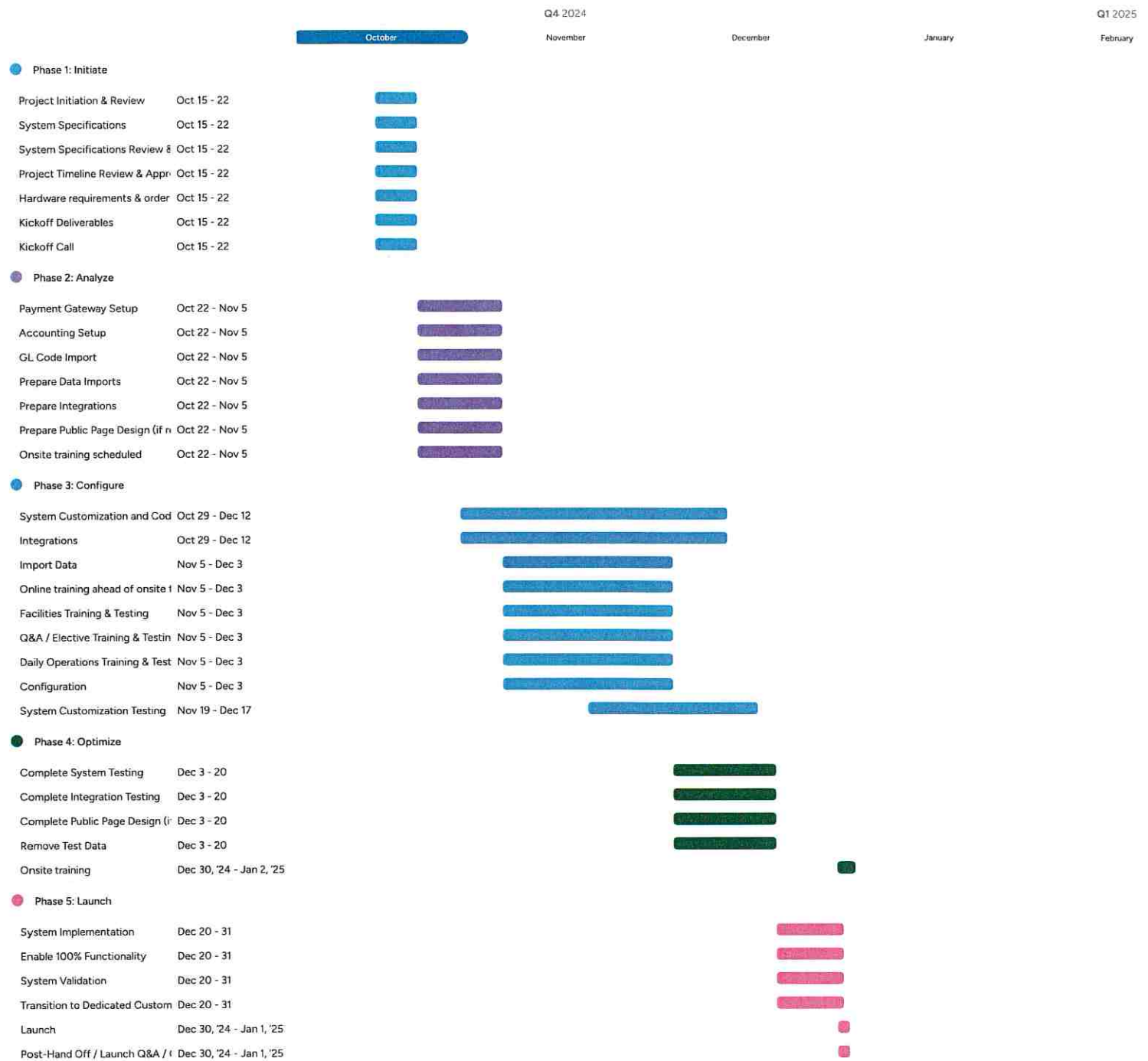
EXHIBIT D: Interrogatories Response & References Template		Proposer Completes note: Proposers should not alter the format of this response sheet
ID	City Question	Proposer Response
1 Experience		
1.01	Provide an overview of the maturity of the Solution, inclusive of: a. Number of active paying commercial customers for the Solution b. Description of age and maturity of the Solution c. Description of update cycle for Solution d. Any relevant future enhancements or innovations for Solution e. Number of successful implementations completed within the last three years (by your organization or your proposed sub-contractor) f. Examples of successful implementations with public agencies (i.e. municipalities, state, federal)	a. 50+ with pipeline. b. The solution is 6+ years old, with continuous updates and integrations to ensure the latest technology is scalable and secure. c. As a cloud-based and serverless golf management software solution, the system is continuously updated to maximize performance, security, scalability, integrations, and more. d. We have continued to improve the software to provide end-to-end event management, improved customer feel, new integrations, and expansion of existing integrations with companies such as ID.me, Oracle Opera, Triplesseat, and those required by our clients to maximize their business's efficiency and performance. e. 40+ f. City of Palm Beach Gardens, City of Amarillo, City of Cuero, and Port Lavaca, Texas.
1.02	Reference 1 Provide a reference for your solution (from the last three years), inclusive of: a. Company name b. Contact name and role c. Contact details (email, phone) d. Location e. Deployment size f. Description of the deployment (where possible, provide examples of clients of similar size/environment/sector to the City of San Diego). If you intend to sub-contract the implementation services, please provide the above details for both your own organization, and the sub-contractor.	a. TULLYMORE GOLF RESORT b. Matt Golden, CEO & GM c. mgolden@tullymoregolf.com 231-972-4837 x270 d. 11969 Tullymore Dr, Stanwood, MI 49346 e. \$16,800 annual contract f. Golf management software with integrated payment processing + hotel room charging to operate multi-course resorts with private and public offerings.
1.03	Reference 2 Provide a reference for your solution (from the last three years), inclusive of: a. Company name b. Contact name and role c. Contact details (email, phone) d. Location e. Deployment size f. Description of the deployment (where possible, provide examples of clients of similar size/environment/sector to the City of San Diego). If you intend to sub-contract the implementation services, please provide the above details for both your own organization, and the sub-contractor.	a. SPIRIT GOLF MANAGEMENT (Buterfield Trail Golf Club & Picacho Hills Country Club) b. Todd Barranger, Owner & CEO c. toddb@sgmsouthwest.com 480-550-1978 d. 6861 Via Campestre, Las Cruces, NM 88007 e. \$20,400 annual contract f. Private and Public golf management software with integrated payment processing and reporting.
1.04	Reference 3 Provide a reference for your solution (from the last three years), inclusive of: a. Company name b. Contact name and role c. Contact details (email, phone) d. Location e. Deployment size f. Description of the deployment (where possible, provide examples of clients of similar size/environment/sector to the City of San Diego). If you intend to sub-contract the implementation services, please provide the above details for both your own organization, and the sub-contractor.	a. ASTOR CREEK COUNTRY CLUB b. TJ Baggett, GM c. tbaggett@astorcreekclub.com 772-708-0488 d. 9138 SW Shinnecock Dr, Port St. Lucie, FL 34986 e. \$12,000 annual contract f. Private and Public golf management software with integrated payment processing
2 Implementation, Planning & Training		
2.01	Provide a project plan for a fixed-price delivery of the implementation services. Include the following: a. High level project plan (Microsoft Project Gantt chart, or equivalent); b. Explanation of the roles of the proposed project team; c. Explanation of the role of the City (including time commitments); d. Description of a recommended team structure including City and Implementor staffing; e. List of key personnel functions, staffing profiles and responsibilities to cover the implementation, training and support; and f. High level explanation of how you plan to successfully implement the Solution requirements.	Please provide your response to this question in a single, separate pdf file. PDF File subject: "Timeline board on a January 1, 2025 launch date. Official project plans and timelines will be emailed on the City of San Diego's stated launch date."
2.02	Provide a brief proposed plan for implementing the proposed solution. It must include, but not be limited to: a. Migration (process for moving all past/historical data into the new Solution); b. The required tasks to implement the software; c. Resource recommendations and roles for City and Proposer personnel; d. Technical requirements for test, training and production environments, including equipment, as appropriate; and e. Implementation/Onboarding: Document/form template creation, development of use case roadmaps, advise on best practices, administering the Solution, creation of custom workflows, API scripts, establishing SSO.	Please provide your response to this question in a single, separate pdf file.
2.03	Provide a brief proposed plan for providing City staff with training in the operation and maintenance of the proposed solution, including application functions, hardware use, and any procedures that are unique to a particular job function. A detailed training plan for selected City staff must be developed and implemented for the operation of all application modules and processing functions prior to implementation. The training plan should include ongoing training opportunities, as needed. Application manuals and procedures manuals must be provided to the City in an electronic format. The manuals must be routinely updated as policies or programs are changed. Provide details on how training may be delivered either on-site or virtually.	Please provide your response to this question in a single, separate pdf file.
3 Licensing		
3.01	Explain clearly your proposed licensing model for the solution. Ensure you cover all potential chargeable costs, and include all details pertinent to: a. Charging metrics (e.g. named user, CPU, socket, month, gigabyte etc.) b. Definitions for the charging metrics c. Unitary cost for each chargeable item d. Quantities for each unit e. SKU code for each item f. Sandboxing and devtest licensing g. Describe what limits and additional costs (if any) might apply for bandwidth usage on transporting City data h. Under what circumstances the City may be exposed to additional overage costs i. Any other relevant payment triggers, and how the City might be notified prior to the charge being triggered	By partnering with TenFore Golf, you'll receive unlimited user licenses, access to our software modules, no bandwidth restrictions, ongoing software updates, agreed integrations and development, 24/7/365 support with secure hosting and maintenance, a dedicated support team committed to your success, unlimited training, and a development partner that will customize your golf management software to meet your exact needs to set you apart from others. There is no surcharging or surprise pricing. Should the City of San Diego want TenFore Golf to manage third-party billings, TenFore Golf will pass through the cost to the City in one monthly invoice for ease.
4 City Tech Alignment		
4.01	Will the Proposer or application need access to the City's internal systems to do development or for operational use of the new system?	No.
4.02	Will the Solution require any connections to systems outside of the City's firewall?	Yes. Since our system is cloud based devices inside your network will need to access our APIs.
4.03	If the proposed Solution is hosted outside of the City's internal network, does the application need a connection inside of the City's firewall?	No. Any web enabled network will suffice.

4.05	Will LDAP/SAML need to traverse the entire directory and have access to our entire AD, or is there a particular group or user accounts we can specify that the Proposor's SAML needs to see?	No. TenFore does not need access to your AD system we will be importing the database from your previous provider (foreUP)
4.06	How many IP's will the Proposor require for both the outbound connections and authentication to the app via the City's LDAP? (there are typically IP's identified by the vendor as the IP's that point to the externally hosted application).	TenFore doesn't require an IP.
4.07	Does access to the application need to be restricted inside the City network to certain IP addresses or subnets?	No.
4.11	What restrictions (if any) will be placed on the City's third party Applications Maintenance provider in terms of accessing the Solution to make changes to the configuration for enhancements on behalf of the City?	The City will have full administrative access to our administrative portal. The City can establish roles in the portal where the City can limit access to certain users.
4.13	Please describe how will the system be kept current with patches and upgrades?	As a cloud-based solution, Google automatically update the system from a OS and cloud provider level. However, point-of-sale terminals will be updated remotely by TenFore using our proprietary MDM solution. TenFore Web solutions are maintained by TenFore regularly.
4.14	What is the architecture of the application? (e.g. Web, 2-tier, etc.)	Portal and booking engine are web. The POS and tee sheet is a mobile android application.
4.15	Does the system integrate to any standard desktop applications, and if so, what versions?	No.
4.16	What software (if any) is required on a City desktop?	None.
4.17	Are there any desktop components required to be installed?	No.
4.18	If the solution is to be linked or jumped off from the City's website, then what is the domain name/URL going to be and whose responsibility is it to get it?	tenfore.golf This is TenFore Golf's (vendor) currently. Any specific links can be provided to the development team #tenfore.golf
4.19	Is the hosting component expected to be sub-contracted to an provider? If so, who?	Yes we utilize Google Cloud Platform (GCP)
4.2	Where are the hosting sites located?	Google Cloud Platform (GCP)
4.21	Where are backup sites located?	Google Cloud Platform (GCP)
4.22	Would City data be made available for use or access by a third party? Please describe to what extent.	Only integrations requested and approved by the City will have access to city data. Only pertinent data needed for the functionality of the integration will be shared.
5	Industry Recognition	
5.01	Provide details on Certifications that the Vendor has achieved in respect to product awards or certifications.	Google certified. Microsoft certified.

2.01

City of San Diego - High Level Project Plan

October 08, 2024 | 12:51:51



Single Point Of Contact

2.01

Austin Wride

Senior Vice President

Austin.wride@tenfore.golf

Cell: 817-703-6301

General Number: 1-833-367-3968



tenfore.golf

Contact

austin.wride@tenfore.golf

817-703-6301 Cell

www.linkedin.com/in/austin-wride-369321b2 (LinkedIn)

Top Skills

Golf Management Software

Technology & Revenue Management

Payment Processing

Third-Party Integrations

Client Success

Team Building

Business Development

Austin Wride

Senior Vice President at TenFore Golf
Fort Worth, Texas, United States



Summary

Experienced technology and marketing leader dedicated to helping golf course owners and operators grow and manage their business. In depth knowledge of cloud-based tee sheet & point of sale, food and beverage, subscription-based membership programs, tee time distribution and third-party marketing technology.

I work directly with multi-course and single course operators to maximize revenue and reduce costs through the use of technology. Current clients include Tullymore Golf Resort, The City of Palm Beach Gardens, Spirit Golf, and more. Past clients include Century Golf, Arnold Palmer Golf, Hampton Golf, American Golf and others. PGA West, The Citrus Club and Walt Disney Golf where I worked on their technology and revenue management strategy.

Experience

TenFore Golf
Senior Vice President
October 2023 - Present

Supreme Golf
Vice President of Software
May 2012 - October 2023

ClubCorp - Trophy Club Country Club
Assistant Golf Professional
July 2016 - December 2016

Education

Texas Christian University

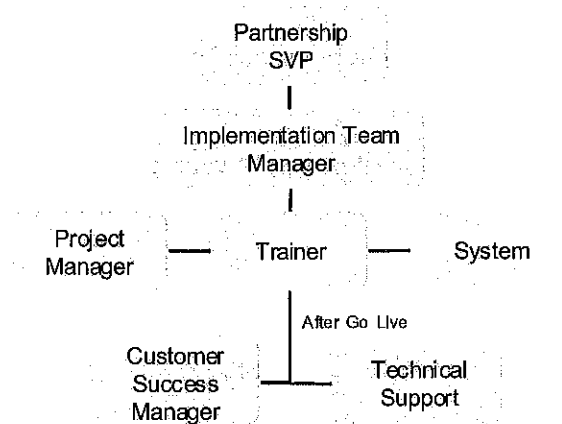
Bachelor's degree, Science of Communication Studies · (2014 - 2016)

Rogers State University (Golf Scholarship)

Business Administration and Management, General · (2013 - 2014)

Project Team

From project management to training, consultation, and support, your project team will assist you throughout the development process to ensure your project's success and complete satisfaction. Based on our years of experience administering projects, it has become our policy to assign dedicated team members to our clients. Based on the goals of our partnership, the City will be supported by our entire leadership team, who are committed to your success.



IMPLEMENTATION

Partnership SVP: Austin Wride, SVP at TenFore Golf, will be your direct contact to ensure all projects are delivered on time and that our implementation, training, support, and success team meet your needs. Our CEO Jonathan Wride, CTO Jarrette Schule, Austin, and technology leaders will work with the City as we develop your optimal long-term solution.

Implementation Team Manager – Oversees the Implementation Consultants, Project Managers, and Trainers for the Golf Management System and assigns your dedicated project team.

Project Manager – Will kick off your project by collecting deliverables, establishing a timeline, and executing all add-on tasks. They will serve as the main point of contact for most non-product specific questions. Upon completion of the training and consulting engagements, the project manager will work to closeout all administrative duties and seamlessly transition the customer to our Client Success and Technical Support Teams.

Trainer/Consultant – Will host all educational and guidance engagements throughout your project. They will serve as the main point of contact for all product specific questions. Consulting may come in the form of scheduled time or may be executed ad hoc based on the customers' needs and preferences. The Trainer/Consultant will work alongside the Project Manager to ensure a seamless transition through close-out and in some instances go-live stabilization.



Project Team

AFTER GO LIVE

Customer Success Manager – Partners with you after closeout of implementation to provide you with further information on how to utilize your new system alongside other TenFore Golf products.

Technical Support – Answers your technical questions by phone, email, and live chat, as well via emergency services after regular hours.

Golf Management Analyst – Supports the development of your golf management software by supporting all technical aspects of your system, such as financial extracts, imports, and integrations.



Company Leadership

Our company leaders ensure our partnership solutions are delivered on time and exceed expectations.



JONATHAN WRIDE, CEO

Role: Jonathan is dedicated to driving client success through world-class technology solutions. He leads the business and actively participates in partner relationships, ensuring seamless solution delivery and an exceptional client experience.

13+ Years Golf Industry Experience – Proven track record of leading the development of golf SaaS and consumer platforms, dedicated to empowering single and multi-course golf owners and operators. Multiple M&A transactions, including the acquisition and sale of a significant minority investment in foreUP and Club Caddie (formerly Golfler) and the acquisition of GolfBook and Golf Pipeline from CBS Interactive. Former board member of foreUP.



JARRETTE SCHULE, CTO & FOUNDER

Role: Jarrette leads the technology team and collaborates with partners to custom-develop and configure software, delivering innovative, market-leading solutions that give partners a competitive edge.

9+ Years Golf Experience – Founded TenFore Golf in 2015. Expert developer responsible for TenFore's development. Started TenFore based on owner frustrations and desire for a true all-in-one golf management software solution. Twenty years of programming experience. Full stack engineer for multiple start-ups. Created the Gravy POS. Bachelor's degree in Information Systems from the University of Texas (San Antonio). "I believe any solution can be realized through careful planning, smart execution, and diligent testing."



AUSTIN WRIDE, SENIOR VICE PRESIDENT

Role: Austin leads sales and operations, overseeing partnership implementation, customer success, and training. He is the direct contact for MCRA, ensuring effective account management and seamless delivery.

12+ Years Golf Industry Experience – Operation and Sales leader for TenFore Golf. Expert in multiple golf management software systems with extensive experience managing large multi-course operator clients, American Golf Corporation, Hampton Golf, Century Golf, and Arnold Palmer Golf, which included Los Angeles County golf courses and independent course owners. Previous experience as an assistant golf professional for Invited (ClubCorp). Bachelors in Communications and Marketing from Texas Christian University.



Technology Team Leaders

Our technology team will work with you on transitioning to TenFore and future development to ensure you receive the best possible solution for your business today and tomorrow.



JARRETTE SCHULE, CTO

27+ Years Software Development Experience – Founded TenFore Golf in 2015. Expert developer responsible for TenFore's development. Started TenFore based on owner frustrations and desire for a true all-in-one golf management software solution. Twenty years of programming experience. Full stack engineer for multiple start-ups. Created the Gravy POS. Bachelor's degree in Information Systems from the University of Texas (San Antonio). "I believe any solution can be realized through careful planning, smart execution, and diligent testing."



CHRIS O'DELL, SVP - ENGINEERING

14+ Years Software Development Experience – Former CTO, Director, and Engineering team Lead with extensive development experience. Led development teams, including engineering, QA, and DevOps members. Developed and managed multiple applications of cloud infrastructure. Built and managed multiple CI/CD pipelines across several projects. Bachelors of Science in Computer Science from Washington State University.



HAMLET SUAZO, SENIOR DEVELOPER

17+ Years Software Development Experience Highly qualified IT Professional. Experienced in developing web, desktop, mobile, and real-time applications and web services. Adept at building software from the ground up, either independently or leading a team. Passionate about technology with an eye for detail. A quick and lifelong learner who strives to be ahead of the curve. Bachelors, Computer Systems Engineering from Universidad APEC.



EMILIANO SCHIAVONE, SENIOR MOBILE DEVELOPER

12+ Years of Software Development Experience – Senior technical leader with expertise in defining, documenting, and delivering large-scale development projects. Expert in Android development, including leveraging AI and ChatGPT-4, where he has developed a large U.S. city's tourism website with AI functionality.



Dedicated Team Leaders

Our expert team leaders will coordinate qualified specialists who will work directly with you throughout your project development and beyond.



AUSTIN WRIDE, SENIOR VICE PRESIDENT

12+ Years Golf Industry Experience – Operation and Sales leader for TenFore Golf. Expert in multiple golf management software systems with extensive experience managing large multi-course operator clients, American Golf Corporation, Hampton Golf, Century Golf, and Arnold Palmer Golf, which included Los Angeles County golf courses and independent course owners. Previous experience as an assistant golf professional for Invited (ClubCorp). Bachelors in Communications and Marketing from Texas Christian University.



CHARLIE CARSWELL, CUSTOMER SUCCESS AND IMPLEMENTATION MANAGER, PGA

23+ Years of Golf Industry Experience – Experienced manager of course implementations and customer success. Extensive knowledge of golf management software and providing solutions to course clients. PGA Class "A" Golf Professional with over 15 years of experience at public, private, semi-private, and resort clubs. This experience has developed an understanding of how golf course facilities operate and the importance of training, education, and timely resolution to ensure operational efficiency. Bachelor of Science, Professional Golf Management, Methodist University.



CHANCE HINDBAUGH, CUSTOMER SUCCESS MANAGER

8+ Years of Golf Industry Experience – Direct contact for course operators needing software and golf course experience. Able to quickly diagnose issues and recommend software and services to improve golf course efficiency. Experience as an assistant general manager, F&B Manager, and Golf operations Manager provides a clear understanding of golf operations and the technology requirements to make golf course facilities run successfully. Associate of Applied Business Degree in Golf Course Complex Operations and Management from Golf Academy of America.



Your Role During Implementation

You should consider the following roles for a successful project team. It is usual for companies to provide contacts that handle multiple roles:

Project Executive – Provides focus and guidance for the overall project. Helps to prioritize key objectives, assists with issue escalations, is a key decision-maker, and acts as project champion. Recommended attendance at all engagements.

Project Manager – Works closely with the TenFore Golf Implementation Team to facilitate the execution of project trainings, tasks, and logistics. Identifies Q&A topics or elective trainings for front-line staff, facility managers, supervisors, and/or league coordinators. Will likely be a system administrator. Recommended attendance at all engagements.

Lead Staff – Golf and facility managers who will do the bulk of configuration and setup within your new golf management software. Will likely be a system administrator. Recommended attendance at all engagements.

Frontline Staff – Acts as end users of the system and will participate in training sessions led by system administrators internally. Recommended attendance at Daily Operations training, at minimum, or at a dedicated Frontline Training (i.e. repurposed Q&A Time).

Information Technology – Coordinates with TenFore Golf on technical aspects of the system such as payment gateways, hardware, integrations, and transfer of data. Recommended attendance at Project Kick Off and Prep for Closeout Meeting at minimum.

Finance – Coordinates the payment gateway in and works with TenFore Golf to properly configure the necessary accounting setup. Recommended attendance during Configuration and Daily Operations Training at minimum.

Marketing – Identifies and communicates rollout and adoption process both internally and to the public. Recommended attendance during Configuration Training, Daily Operations Training, and Prep for Closeout Meeting at minimum.

Time Commitment - Most of the City's time commitment is spent training on the new system. We suggest online and in-person training on pre- and post-launch days to maximize success. The recommended time is two full-day training sessions broken up by department and half days, followed up with additional training as needed, based on position and knowledge of the system. Time will be required from administration and technical staff to provide needed data files, hardware requirements, system configuration, and long-term strategic goals for the City. This will be discussed in the Initialize Phase.



Specific Approach

PROJECT APPROACH

During the Initiate and Analyze Phases, The city of San Diego and the TenFore Golf Implementation Team will work together to determine a project plan and timeline based on the City's goals and contracted items. This includes agreeing to a launch plan, software and hardware requirements, required integrations, configuring your accounting settings, importing GL codes and other data, setting up your payment gateway, ordering hardware, and establishing off-site and on-site training schedules.

During the Design and Configuration Phase, the City will learn the ins and outs of your new Golf Management System through on-site and off-site training. Your implementation team will train your team on the system's necessities and tailor training based on your specific needs. The City is also expected to test every item in its new system for practice and quality assurance.

After training is complete, The City enters the Optimize and Launch Phases, where you will work with the TenFore Golf Implementation Team to prepare to launch to your community. Both parties will help ensure all requirements are met to make your launch successful. It will be up to the City to determine when to launch once all implementation tasks are complete. We will be by your side and on-site for launch day to ensure success.

DATA IMPORTS

Implementing a new system does not mean starting entirely from scratch. Following are examples of imports:

- Golf course settings
- GL Codes
- Membership Lists
- Customer Lists
- Products & Inventory
- Golf & Cart Fees
- Employees

Project Delays

TenFore Golf is committed to delivering our golf management software on schedule. However, we recognize that unforeseen circumstances can occasionally lead to delays. In the event of a project delay, we will implement the following steps to ensure minimal disruption to your operations:

1. **Proactive Communication:** If we anticipate a delay, we will promptly inform your team, outlining the reasons for the delay, its potential impact on the project timeline, and any adjustments to deliverables.



Specific Approach

Project Delays (Cont.)

2. Revised Timeline and Action Plan: We will provide a revised project timeline with clear milestones and deadlines to keep the project on track. We will also outline the specific actions we will take to expedite the work and mitigate any impacts on the overall schedule.

3. Collaborative Problem-Solving: Our team will work closely with your stakeholders to identify any critical dependencies or roadblocks that can be addressed together to minimize further delays. We will remain flexible and collaborative throughout this process.

4. Resource Reallocation: If necessary, we will allocate additional resources or adjust priorities internally to ensure that the delay is resolved as quickly as possible without compromising the quality of the deliverables.

5. Continuous Progress Updates: Throughout the delay period, we will provide regular updates to keep your team informed of progress and any further changes to the timeline.

By following these steps, we aim to minimize the impact of any potential delays and ensure the successful, timely delivery of your golf management solution.

Scope Management

Effective scope management is critical to successfully delivering TenFore Golf's golf management software. We use a structured approach to manage the project scope, ensuring all requirements are addressed while minimizing scope changes that could impact timelines or budgets. Our scope management process includes the following key steps:

1. Initial Scope Definition: At the start of the project, we will work closely with your team to thoroughly define the project scope, including all key features, functionalities, and deliverables. This will be documented in a comprehensive project plan that serves as a reference for both teams throughout the implementation.

2. Scope Verification: Once the initial scope is defined, we will review it with your stakeholders to ensure it meets all requirements and expectations. This verification step allows for alignment between both parties before moving forward.

3. Change Control Process: Should additional requirements or changes to the scope arise during the project, we will follow a formal change control process. This includes evaluating the impact of proposed changes on the timeline, budget, and project goals and providing a detailed analysis for your approval before any adjustments are made.

4. Ongoing Scope Monitoring: Throughout the project, we will continuously monitor scope to ensure the project remains on track and that no unapproved or unnecessary changes are introduced. Regular check-ins with your team will help us stay aligned on project goals and priorities.

5. Scope Adjustment and Flexibility: While maintaining control over scope is important, we understand that certain circumstances may require flexibility. We will work collaboratively with you to adjust the project scope as needed, while balancing the project's overall success and delivering value to your team.

By following this disciplined scope management process, we ensure that the project stays focused on your business goals and that any changes are managed efficiently and transparently.



2.02

2.02

a. Migration (process for moving all past/historical data into the new Solution)

The City of San Diego to deliver the following and any other required information for each golf course. During Phase 1: Initiate we will walk through all data that needs to be migrated to the new system. Once received, TenFore Golf's implementation team will input into the new system.

1. **Golf Course Settings**

1. Main information
2. Social Links
3. Booking Engine Settings
4. Birdie Settings
5. Payments
6. Transportation Types
7. Notifications
8. Images and Logos
9. Integrations
10. Customer Types
11. Customer Discounts
12. Golf Tee Sheet Settings and Schedules

2. **GL Codes (In Excel Sheet)**

1. GL Types
2. GL name
3. GL Numbers

3. **Membership List and Public Customer List (In two different Excel Sheets)**

1. **Membership List**

1. First and Last Name
2. Email
3. Mailing Address
4. Phone Number
5. Membership/s
6. A/R Balances
7. Any family members that need to be attached to a member

2. **Public Customer List**

1. First and Last Name
2. Email
3. Mailing Address
4. Phone Number
5. Customer Type



2.02

a. Migration (process for moving all past/historical data into the new Solution)

4. Membership Information (Excel Sheet)

1. Name/s
2. Pricing
3. Settings
4. Discounts

5. Product and Inventory (Excel Sheet)

1. Product Group
 1. Name of Product Groups
 2. F&B Product Groups
 1. Fire to kitchen
 2. Modifiers
2. Individual Product Names
 1. Product Group the product falls under
 2. Where is the product sold (Pro Shop, F&B, Online, Etc..)
 3. Cost of Product
 4. Pricing of Product
 5. Is it Inventory or not
 6. Skus
3. Combos
4. Menus
5. Rewards
6. Modifiers
7. Punch Cards

6. Golf Tee Fees (Excel Sheet)

1. Name of Tee Fees
2. Pricing
 1. 9 Holes
 2. 18 Holes
 3. Tax
3. Start and End Date
4. Stat and End Time
5. Days Tee Fees are for (Mon, Tues, Wed, Etc..)
6. Who the Tee Fee are for (Members, Public, Customer Type or Everyone)



2.02

a. Migration (process for moving all past/historical data into the new Solution)

7. Golf Cart Fees

1. Name of Cart Fees
2. Pricing
 1. 9 Holes
 2. 18 Holes
 3. Tax
3. Start and End Date
4. Stat and End Time
5. Days Cart Fees are for (Mon, Tues, Wed, Etc..)
6. Who the Cart Fee are for (Members, Public, Customer Type or Everyone)

8. List of Employees

1. First and Last Name
2. Email
3. 4 Digit Pin Number
4. Employee Role
 1. Employee
 2. Manager
 3. Accountant
5. Employee Location (Pro Shop, F&B, Maintenance, Starter, All, Etc..)

9. List of Rooms

1. Restaurant, Patio, Bar, Event Space, Etc..
 1. Any room that needs a layout

10. List of Courts

1. Tennis, Pickleball, Etc..
 1. Schedules
 2. Gaps between bookings

11. MCG Delivers Golf Instructions

1. Individual Lessons
2. Clinics



2.02

b. The required tasks to implement the software;

Implementing golf management software involves a series of well-planned tasks to ensure a smooth deployment that meets the needs of the golf course staff and customers. Below are the key tasks typically required to successfully implement golf management software:

1. Project Planning and Kickoff

- **Define Project Scope:** Clarify the features, functionalities, and objectives of the software implementation.
- **Set Timelines and Milestones:** Establish clear deadlines for different phases of the project, including go-live.
- **Assign Roles and Responsibilities:** Designate team members from both the software provider and the golf course for key roles such as project manager, technical lead, and end-user representatives.
- **Budget and Resources Planning:** Ensure that financial and personnel resources are allocated appropriately.

2. System Configuration

- **Software Setup:** Install and configure the golf management software according to the unique needs of the golf course.
- **Customization:** Adjust features such as tee sheet layouts, point of sale settings, membership tiers, and pricing structures to fit the specific requirements of the facility.
- **Hardware Setup:** Install required hardware, such as point of sale terminals, payment processors, and any additional devices (e.g., tablets, printers).

3. Data Migration

- **Data Extraction:** Extract relevant data (e.g., customer records, memberships, booking histories) from the existing system.
- **Data Cleaning:** Remove duplicate, outdated, or unnecessary data.
- **Data Mapping and Import:** Map old data fields to the new system and import them, ensuring data integrity throughout the process.
- **Validation:** Test the migrated data to ensure accuracy and completeness.



2.02

b. The required tasks to implement the software;

4. Integration with Existing Systems

- Third-Party Integrations: Integrate the software with any additional third-party applications (e.g., Marketing, ID.me, Gallus) if required.

5. User Training

- Staff Training Sessions: Organize comprehensive training sessions for golf course staff, focusing on how to use the system's features, such as booking management, customer service, reporting, and inventory management.
- Management Training: Provide in-depth training for course managers on advanced features like analytics, financial reporting, and system administration.
- Support Documentation: Supply user manuals, guides, and video tutorials to help staff navigate the software.

6. System Testing

- Functional Testing: Verify that each module (tee sheet, POS, payment processing, etc.) functions as expected.
- Data Testing: Test the migrated data to ensure it works correctly within the system.
- User Acceptance Testing (UAT): Allow key users to test the system in a real-world scenario to confirm that it meets their needs and operates as expected.

7. Go-Live Preparation

- Final Data Migration: Perform the final migration of any updated or new data since the test migration.
- System Backup: Ensure there is a backup of all data and the system prior to go-live.
- Checklist Review: Verify that all software settings, integrations, and customizations are complete.
- Checklist Review: Verify that all software settings, integrations, and customizations are complete.
- Communication Plan: Inform staff, customers, and stakeholders about the go-live date and any temporary adjustments to operations.



2.02

b. The required tasks to implement the software;

8. Go-Live and Rollout

- **Launch the System:** Make the golf management software operational for daily use.
- **On-Site Support:** Provide support to troubleshoot any issues that arise during the initial transition period.
- **Monitor System Performance:** Keep track of system performance and user feedback to ensure everything runs smoothly.

9. Post-Implementation Support and Maintenance

- **Ongoing Support:** Offer ongoing technical support, either remotely or on-site, to resolve any post-launch issues.
- **Software Updates and Upgrades:** Ensure that the golf management software is regularly updated with new features and patches.
- **Performance Monitoring:** Continuously monitor the system for performance issues or areas of improvement.

10. Post-Implementation Review

- **Feedback Collection:** Gather feedback from staff and customers to assess the software's performance and usability.
- **Performance Metrics:** Evaluate key performance indicators (KPIs) such as booking efficiency, customer satisfaction, and financial reporting accuracy.
- **Refinement and Optimization:** Make necessary adjustments based on user feedback and performance reviews.

This structured approach ensures that all aspects of the implementation are covered, from configuration to ongoing support, minimizing the risks of errors or disruptions to the golf course's operations.



2.02

c. Resource recommendations and roles for City and Proposer personnel

You should consider the following roles for a successful project team. It is usual for companies to provide contacts that handle multiple roles:

Project Executive – Provides focus and guidance for the overall project. Helps to prioritize key objectives, assists with issue escalations, is a key decision-maker, and acts as project champion. Recommended attendance at all engagements.

Project Manager – Works closely with the TenFore Golf Implementation Team to facilitate the execution of project trainings, tasks, and logistics. Identifies Q&A topics or elective trainings for front-line staff, facility managers, supervisors, and/or league coordinators. Will likely be a system administrator. Recommended attendance at all engagements.

Lead Staff – Activity and facility managers who will be doing the bulk of configuration and setup within your new golf management software. Will likely be a system administrator. Recommended attendance at all engagements.

Frontline Staff – Acts as end users of the system and will participate in training sessions led by system administrators internally. Recommended attendance at Daily Operations training, at minimum, or at a dedicated Frontline Training (i.e. repurposed Q&A Time).

Information Technology – Coordinates with TenFore Golf on technical aspects of the system such as payment gateways, hardware, and transfer of data. Recommended attendance at Project Kick Off and Prep for Closeout Meeting at minimum.

Finance – Coordinates the payment gateway in and works with TenFore Golf to properly configure the necessary accounting setup. Recommended attendance during Configuration and Daily Operations Training at minimum.

Marketing – Identifies and communicates rollout and adoption process both internally and to the public. Recommended attendance during Configuration Training, Daily Operations Training, and Prep for Closeout Meeting at minimum.

Time Commitment - Most of the City of San Diego's time commitment is spent training on the new system. To maximize success, we suggest online and in-person training ahead of the launch day. The exact time recommended is two half-day training sessions followed up with additional training as needed based on position and knowledge of the system. Time will be required from administration and technical staff to provide needed data files, hardware requirements and system configuration.



2.02

d. Technical requirements for test, training and production environments, including equipment, as appropriate

The technical requirements for test, training, and production environments for a golf management software implementation are essential to ensure smooth operation, testing, and user training. Each environment serves a specific purpose, so the setup must be tailored accordingly. Below is a breakdown of the typical technical requirements for each environment, including hardware, software, and network considerations.

1. Test Environment

The test environment is used to validate the software's functionality, perform quality assurance (QA), and identify any bugs before rolling it out to the production environment. This environment mimics the production setup but is isolated to avoid affecting real operations.

Technical Requirements:

- **Server Infrastructure:** Virtual or physical servers that closely mirror the production environment (with the same operating system, database setup, and middleware).
- **Software Licensing:** Temporary or test licenses of the golf management software for testing purposes.
- **Data Sets:** Use anonymized or sandbox versions of real data to test the software without risking live data corruption.
- **Backup and Restore:** Test environment should have the capability to restore to a previous state to repeat tests when necessary.
- **Network Configuration:** Ensure the test environment is on a separate network from the production system to prevent accidental changes or disruptions.
- **Access Control:** Limit access to only testers and developers to maintain the integrity of testing.
- **Hardware:**
 - Test versions of hardware devices such as point of sale (POS) terminals, payment processors, and receipt printers for hardware compatibility testing.
 - Computers for testing backend functionalities (tee sheet, inventory, reports).
 - **Test Automation Tools:** Use automated testing tools to run regression tests and load tests.



2.02

d. Technical requirements for test, training and production environments, including equipment, as appropriate

2. Training Environment

The training environment is designed to provide staff with hands-on experience using the software in a risk-free setting. It should simulate the production environment as closely as possible, allowing users to practice without the fear of impacting real data or operations.

Technical Requirements:

- **Server Infrastructure:** A dedicated server or virtual machine (VM) that mirrors the production environment, with training instances of the golf management software.
- **Training Database:** Populate the environment with realistic but fictional data (e.g., customer accounts, tee times, sales transactions) for users to interact with during training sessions.
- **User Accounts:** Create multiple training accounts with different roles (e.g., admin, sales associate, manager) to demonstrate role-based access control.
- **Access Control:** Limit the environment to trainers and trainees, ensuring no overlap with live production operations.
- **Hardware:**
 - Training terminals for POS systems, barcode scanners, receipt printers, and any other peripherals the staff will use.
 - Training kiosks or tablets for tee sheet and inventory management, as needed.
 - **Documentation and Guides:** Provide access to user guides, video tutorials, and other training materials to enhance the learning process.
 - **Simulated Scenarios:** Ability to simulate real-world situations such as large group bookings, refunds, inventory audits, and promotional events.

3. Production Environment

The production environment is where the golf management software is live and operational. This is the most critical environment, as it handles day-to-day operations and must be stable, secure, and highly available.

Technical Requirements:

- **Server Infrastructure:**
- **High-availability (HA) architecture** with redundant servers and load balancers to ensure uninterrupted service.



2.02

d. Technical requirements for test, training and production environments, including equipment, as appropriate

- Cloud-based servers – Google Cloud Platform
- Scalability to handle peak traffic (tee time bookings, golf tournaments or special events).
- Software: Fully licensed, production-ready golf management software.
- Database:
 - A highly reliable database management system (e.g., MySQL, Microsoft SQL Server, PostgreSQL) with real-time backups and replication to prevent data loss.
 - Backup and disaster recovery (DR) processes, including off-site storage or cloud backups.
- Network Configuration:
 - Secure and stable network connections, including firewalls, virtual private networks (VPNs), and secure socket layer (SSL) encryption for sensitive data.
 - Internet connectivity for cloud-based services or integrations with third-party systems (payment gateways, accounting software, etc.).
 - Network segmentation to isolate sensitive data (e.g., payment information) from less critical systems.
- Hardware:
 - POS terminals, tablets, and kiosks for day-to-day transactions (tee times, sales, inventory, etc.).
 - Integrated payment processors, barcode scanners, printers, and other peripherals.
 - Backup hardware (POS terminals, servers) to minimize downtime in case of hardware failure.
- User Access Control: Role-based access with varying permission levels to protect sensitive data and functions.
- Security:
 - Strong password policies, two-factor authentication (2FA), and encryption for sensitive data.
 - Continuous monitoring tools for real-time alerts and auditing.
 - Compliance with industry security standards (e.g., PCI DSS for payment processing).
 - Support and Maintenance:
 - 24/7 technical support for any issues that arise.
 - Regular software updates and patches.
 - Monitoring tools to ensure system performance and uptime.



2.02

d. Technical requirements for test, training and production environments, including equipment, as appropriate

Equipment Requirements (For All Environments):

- Servers: Cloud-based
- Workstations: elo desktop or Clover devices for management, operations, and reporting access.
- Point of Sale (POS) Systems: Including card readers, receipt printers, barcode scanners, and cash drawers.
- Tablets or Mobile Devices: For mobile POS, tee sheet management, and on-the-go access by staff.
- Printers: For printing receipts, reports, and tee times.
- Networking Equipment: Routers, switches, and secure Wi-Fi access points to connect all devices.
- Backup Power Supply (UPS): Uninterruptible power supplies for critical hardware in case of power outages.

By setting up appropriate test, training, and production environments, the golf management software company ensures the successful deployment, testing, training, and ongoing operation of the software, minimizing risks and disruptions.



2.02

e. Implementation/Onboarding: Document/form template creation, development of use case roadmaps, advise on best practices, administering the Solution, creation of custom workflows, API scripts, establishing SSO.

This Implementation plan outlines the key phases and tasks required to successfully deploy the golf management software, ensuring a seamless transition, user adoption, and ongoing support. A detailed plan will be delivered after the initial project planning meeting with the City.

1. Project Kickoff and Planning

- Deliverables: Detailed project plan, assigned project team, defined roles and responsibilities.
- Key Tasks:
 - Conduct kickoff meeting to align project scope, timelines, and goals.
 - Assign roles from both the software provider and the golf course.
 - Develop a communication plan for ongoing updates and feedback.

2. Document/Form Template Creation

- Deliverables: Custom templates for daily operations such as booking confirmations, receipts, invoices, and reports.
- Key Tasks:
 - Work with the golf course staff to gather existing documentation needs.
 - Customize booking confirmations, membership forms, and inventory reports.
 - Test and refine templates based on course-specific requirements.

3. Development of Use Case Roadmaps

- Deliverables: Detailed use case roadmaps for key functions such as tee time management, membership management, and POS transactions.
- Key Tasks:
 - Identify key use cases and map workflows for day-to-day operations.
 - Develop user journeys for key stakeholders, including staff, managers, and customers.
 - Validate these use cases with course leadership to ensure accuracy.



e. Implementation/Onboarding: Document/form template creation, development of use case roadmaps, advise on best practices, administering the Solution, creation of custom workflows, API scripts, establishing SSO.

4. Advising on Best Practices

- Deliverables: Best practices documentation tailored to the golf course's unique requirements.
- Key Tasks:
 - Provide guidance on operational best practices, including booking policies, customer engagement, and financial reporting.
 - Offer recommendations for staff training and customer service optimization.
 - Ensure that best practices align with the golf course's business goals and improve operational efficiency.

5. Administering the Solution

- Deliverables: Administrative settings configured, admin users trained.
- Key Tasks:
 - Set up user roles and permissions, defining who can access specific features and data.
 - Configure system settings, such as course policies, tee time pricing, and membership levels.
 - Train golf course administrators on managing these settings and ensuring data integrity.

6. Creation of Custom Workflows

- Deliverables: Fully functional custom workflows tailored to course-specific processes.
- Key Tasks:
 - Gather detailed requirements from staff to define workflows for memberships, event scheduling, and inventory management.
 - Develop workflows within the software to automate common tasks and streamline operations.
 - Test workflows with real-world scenarios to ensure accuracy and efficiency.



e. Implementation/Onboarding: Document/form template creation, development of use case roadmaps, advise on best practices, administering the Solution, creation of custom workflows, API scripts, establishing SSO.

7. API Scripts and Integrations

- Deliverables: API integrations for third-party software, automation scripts.
- Key Tasks:
 - Identify required integrations with third-party systems (e.g., accounting software, marketing platforms).
 - Develop and test API scripts to facilitate seamless data exchange.
 - Automate repetitive tasks (e.g., customer updates, financial reporting) to reduce manual effort.
 - Ensure data security and compliance with privacy standards during API usage.

8. Establishing Single Sign-On (SSO)

- Deliverables: SSO setup for streamlined access across the system.
- Key Tasks:
 - Work with the IT team to integrate the golf management software with the existing SSO provider (if applicable).
 - Configure user authentication protocols for easy, secure access to the system.
 - Test the SSO setup for different user roles to ensure functionality and security.

9. Training and User Onboarding

- Deliverables: Fully trained staff, custom training materials, go-live support.
- Key Tasks:
 - Organize hands-on training sessions for staff covering all key features (tee sheet, POS, inventory management, etc.).
 - Provide role-based training for managers and other specific roles.
 - Distribute training materials such as guides, video tutorials, and FAQs.
 - Offer live support during and after the go-live period to ensure user comfort with the system.



2.02

e. Implementation/Onboarding: Document/form template creation, development of use case roadmaps, advise on best practices, administering the Solution, creation of custom workflows, API scripts, establishing SSO.

10. Go-Live and Ongoing Support

- Deliverables: Fully operational system, with ongoing technical and operational support.
- Key Tasks:
 - Migrate final data, including tee time bookings, customer information, and inventory.
 - Launch the system, monitoring closely for any issues.
 - Provide on-site or remote support for troubleshooting during the initial transition.
 - Set up ongoing support channels, such as a dedicated help desk or technical contact.



2.03

Provide a brief proposed plan for providing City staff with training in the operation and maintenance of the proposed solution, including application functions, hardware use, and any procedures that are unique to a particular job function.

TRAINING PLAN

An included Training Plan covers the foundation of the Golf Management System: Configuration, Facilities, Maintenance, and Daily Operations. It also includes additional training sessions based on your operation's specific needs. One of these sessions is typically reserved a few weeks after implementation is complete to answer any lingering questions or scenarios you encounter as you ramp up going live.

A final review of your system will occur before launch, during which your team can ask any final questions before being handed off to our Technical Support Team. This will ensure you are confident moving forward with your new system and all the resources available to you when implementation is complete. We want to be at your facility for launch day to answer any questions and assist with the system.

MAINTENANCE

TenFore Golf is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our customers' web solutions. Our standard maintenance includes:

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Operating system patches
- Testing and development



2.03

A detailed training plan for selected City staff must be developed and implemented for the operation of all application modules and processing functions prior to implementation. The training plan should include ongoing training opportunities, as needed.

TRAINING PLAN

A detailed plan will be created based on requirements, launch date, long-term strategy, and other information provided by the City of San Diego. Following are examples of items that may be included in a detailed plan.

Pro Shop

- Starting a new order
- Adding products to an order
- Adding customer to an order
- Adding Combos to an order
- Adding a product with modifiers
- Resetting an Order
- Discounting an order or product
- Searching for products to add to an order
- Deleting a product within an order
- Editing a product within an order
- Using rewards
- Payment of an order
- Using card on file
- Adding notes to an order
- Using Tax exempt
- Deleting an order
- Moving order to a tab
- Removing discounts
- Going back to the tee sheet
- Connecting credit card unit to a tablet

Tee Sheet

- Changing Dates
- Booking tee times (Individual, Group, Events and Blocks)
- Booking multiple tee times at once
- Squeeze times
- Clearing times
- Cloning times
- Move Players
- Editing players names and rates
- Canceling players
- No Showing players
- Adding tee times to the cart/order
- Adding tee time notes
- Adding group or customer notes
- Tee Time History

Court Sheet

- Changing Dates
- Booking court times
- Canceling court times



2.03

TRAINING PLAN (Cont.)

End of Shift

- Printing End of Shift
- Printing End of Day

Quick Orders

- Starting a new order
- Adding products to an order
- Adding customer to an order
- Adding Combos to an order
- Adding a product with modifiers
- Resetting an Order
- Discounting an order or product
- Searching for products to add to an order
- Deleting a product within an order
- Editing a product within an order
- Using rewards
- Payment of an order
- Using card on file
- Adding notes to an order
- Using Tax exempt
- Deleting an order
- Moving order to a tab
- Removing discounts
- Connecting credit card unit to a tablet
- How to use Menus
- Open Food Option

Tabs

- Starting a new tab/order
- Starting a new tab with a card on file
- Adding products to a tab
- Adding customer to a tab

- Adding customer to a tab
- Adding Combos to a tab
- Adding a product with modifiers
- Resetting an Order
- Discounting an order or product
- Searching for products to add to a tab
- Deleting a product within a tab
- Editing a product within a tab
- Using rewards
- Payment of a tab
- Using card on file
- Adding notes to an a tab
- Using Tax exempt
- Deleting a tab
- Moving order to another tab
- Moving tab to a table
- Removing discounts

Tables

- Starting a new table/order
- Adding products
- Adding customer
- Adding Combos
- Adding a product with modifiers
- Resetting an Order
- Discounting an order or product
- Searching for products to add to a tab
- Deleting a product within a tab
- Editing a product within a tab
- Using rewards
- Payment of a tab



2.03

TRAINING PLAN (Cont.)

Tables (Cont.)

- Using card on file
- Adding notes to an a tab
- Using Tax exempt
- Deleting a order/table
- Moving order to another table
- Moving order to a tab
- Removing discounts
- Adding seats to a table
- Adding customers to a seat on a tablet/order
- Merge tables
- Merge seats
- Reservations
- Adding a reservation
- Changing Dates

Orders & Tips

- Adding tips and saving
- Printing tickets
- Tip outs

Order Lookup

- Printing tickets
- Refunding orders

Table Charts

- Creating rooms and tables
- Moving table/layouts

Customer Search

- Searching for Customers profiles
- Making payments on account

Time Clock

- Clocking in
- Clocking out

Gift Cards

- Searching for gift cards

Events

- Finding an event
- Adding products to an event
- Adding payments to an event

Inventory

- Adding a new inventory
- Counting inventory
- Finding an old inventory
- Editing an old inventory
- Adding customer to a tab

My Golf Course

- Dashboard
- Golf Genius
- Quickbooks
- Integration
- Settings



2.03

TRAINING PLAN (Cont.)

Orders

- All Orders
- Orders Containing
- Refunds
- Tabs
- Add an order
- Charge back

Reports

- Revenue
- General Ledger
- Taxes
- Employees
- User Activities
- Cash Payouts
- Product Sales
- Rewards
- Credits
- Charges

Golf

- Tee Sheet
- Print Outs
- Instruction

Bays

- Waitlist
- Reservations
- Schedules

Courts

- Reservations
- Schedules

F&B

- Bev Carts
- Restaurants

Rooms

- Reservations
- Schedules

Customers

- Customers Search
- Customers
- Customers Activity
- Customer Types
- Golfers Groups
- Duplicate Customers

Employees

- Performance Report
- Time Clock

Memberships

- Members
- Member spending
- Member addresses
- Memberships sold



2.03

TRAINING PLAN (Cont.)

Products

- Add a product
- Combos
- Price stickers
- Product groups
- Menus
- Rewards
- Modifiers
- Discount types
- Punch cards

Help

- Knowledge base

Inventory

- Receive
- Inventory counts
- Count sheet
- Product sold
- Current stock
- Received report
- Variance report

Events

- Create event

Marketing

- Email
- SMS
- Crane
- Promotions
- Birthday club



2.03

Application manuals and procedures manuals must be provided to the City in an electronic format. The manuals must be routinely updated as policies or programs are changed. Provide details on how training may be delivered either on-site or virtually.

Application Manuals

All manuals will be provided to the City in electronic format before implementation and are routinely updated. Training will be provided onsite and online pre- and post-launch to ensure. We suggest online training sessions by department ahead of onsite training to provide an understanding of the software before onsite training. Onsite training is recommended two days before launch and one or two days after launch. This allows the City's staff to work alongside experts who can educate and assist. Unlimited online training is available to the City before and after launch.



Tab C

Cost/Price Proposal

J. PRICE SCHEDULE

Contractors are required to submit their bid prices on the City's Price Schedule. The Price Schedule must be completed in full. Only the City's Price Schedule will be accepted. Any deviations from the Price Schedule may be considered non-responsive and unacceptable.

Price Schedule

Point of Sale	\$ 12,000 year
Online Booking	Included
Online Retail	Included
Tee Sheet	Included
Inventory Management	Included
Customer account	Included
Tracking/billing	Included
Gift Cards	Included
Reporting	Included
Suppliers	Included
Receiving	Included
Self Service Kiosk	Included
Marketing	\$3,600 year
FREE Development	Included
FREE Support	Included
FREE updates	Included
24/7 Phone and Email Support	Included
Unlimited Custom branded email Marketing	Included
Fully customized Trigger campaigns	Included
Promo codes	Included
Coupon marketing	Included
Marketing analytics	Included
Mobile Application (one app will include all City courses)	Included
Residency/Identity Verification (ID.me is our partner. We will work with the City on ID.me costs).	Included
Training	\$500 year
Over the phone Setup/Training Fee (unlimited phone and online training included)	Included
Onsite Setup/Training and Implementation Upgrade (we only charge a one-time fee to send our team to train City staff. We added as a \$500 per year fee, but the City can pay one time if they choose).	Included
Annual Total	\$16,100 year
Five Year Total	\$80,500
Year Six Total (Option 1)	\$16,100
Year Seven Total (Option 2)	\$16,100
Year Eight Total (Option 3)	\$16,100
Year Nine Total (Option 4)	\$16,100
Year Ten Total (Option 5)	\$16,100
10 Year Total	\$161,000

*Notes.

1. This proposal covers TenFore Golf's costs. Should third parties be required, such as Gallus, Golf Genius, ID.me, etc., those costs will be passed through to the City if TenFore is responsible for third-party billings. TenFore will work with the City to manage third parties to ensure the best value for the City. ID.me continues to provide an opportunity as a revenue source for the City.

2. Important: TenFore will provide City golf courses with new touchscreen computers, kiosks, and handheld devices to maximize the value of our software at no charge to the City.

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 (5th) 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 Contract, 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.

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 Council Policy 100-10. 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 Council Policy 100-10 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 Angeles 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.

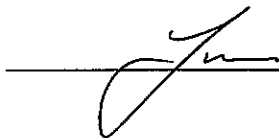
- ☒ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that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

Certified By Jonathan Wride Title CEO

Name



Signature

Date 11/06/2025

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: TenFore Golf, Inc.

ADA/DBA: TenFore Golf

Address (Corporate Headquarters, where applicable): 31215 Beck Road

City: Bulverde County: Comal State: TX Zip: 78163

Telephone Number: 214-680-3914 Fax Number: 214-975-2004

Name of Company CEO: Jonathan Wride

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

Address: _____

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

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Software development company Type of License: _____

The Company has appointed: Jonathan Wride, CEO

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: 31215 Beck Road, Bulverde, TX 78163

Telephone Number: 214-680-3914 Fax Number: 214-975-2004 Email: jwride@tenfore.golf

☐ 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 TenFore Golf, Inc.

(Firm Name)

Comal, Texas hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 6th day of November, 2025

(Authorized Signature)

Jonathan Wride

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: TenFore Golf, Inc. DATE: 11/06/2025

OFFICE(S) or BRANCH(ES): Bulverde COUNTY: Cornal

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

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

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

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

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

Totals Each Column			3		2						8	1		
--------------------	--	--	---	--	---	--	--	--	--	--	---	---	--	--

Grand Total All Employees

14

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____

DATE: _____

OFFICE(S) or BRANCH(ES): _____

COUNTY: _____

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

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

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

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

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

Grand Total All Employees														
---------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

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

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

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

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

Workers, Extractive Crafts, Miners

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:

"Request for Proposal (RFP) for Point of Sale (POS) & Reservation System for the Golf Division"

Solicitation Number: 10090158-25-G

B. BIDDER/PROPOSER INFORMATION:

TenFore Golf, Inc.	TenFore Golf		
Legal Name	DBA		
31215 Beck Road	Bulverde	TX	78163
Street Address	City	State	Zip
Jonathan Wride, CEO	214-680-3914	214-975-2004	
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.

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 Contract, 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.

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 Council Policy 100-10. 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 Council Policy 100-10 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 Angeles 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.

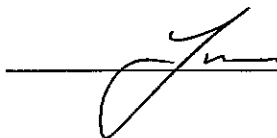
- ☒ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that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

Certified By Jonathan Wride Title CEO

Name



Signature

Date 11/06/2025

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: TenFore Golf, Inc.

ADA/DBA: TenFore Golf

Address (Corporate Headquarters, where applicable): 31215 Beck Road

City: Bulverde County: Comal State: TX Zip: 78163

Telephone Number: 214-680-3914 Fax Number: 214-975-2004

Name of Company CEO: Jonathan Wride

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

Address: _____

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

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Software development company Type of License: _____

The Company has appointed: Jonathan Wride, CEO

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: 31215 Beck Road, Bulverde, TX 78163

Telephone Number: 214-680-3914 Fax Number: 214-975-2004 Email: jwride@tenfore.golf

- ☐ 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 TenFore Golf, Inc.

(Firm Name)

Comal

Texas

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 6th day of November, 2025

(Authorized Signature)

Jonathan Wride

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: TenFore Golf, Inc.

DATE: 11/06/2025

OFFICE(S) or BRANCH(ES): Bulverde

COUNTY: Comal

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

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

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

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

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

Totals Each Column			3		2						8	1		
--------------------	--	--	---	--	---	--	--	--	--	--	---	---	--	--

Grand Total All Employees

14

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____

DATE: _____

OFFICE(S) or BRANCH(ES): _____

COUNTY: _____

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

(1) Black or African-American

(5) Native Hawaiian or Pacific Islander

(2) Hispanic or Latino

(6) White

(3) Asian

(7) Other race/ethnicity; not falling into other groups

(4) American Indian or Alaska Native

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

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

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

Grand Total All Employees

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

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

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters

Carpenters

Electricians

Painters, Paperhangers, Plasterers and Stucco

Pipelayers, Plumbers, Pipefitters and

Steamfitters

Roofers

All other Construction Trades

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:

"Request for Proposal (RFP) for Point of Sale (POS) & Reservation System for the Golf Division"

Solicitation Number: 10090158-25-G

B. BIDDER/PROPOSER INFORMATION:

TenFore Golf, Inc.		TenFore Golf	
Legal Name		DBA	
31215 Beck Road	Bulverde	TX	78163
Street Address	City	State	Zip
Jonathan Wride, CEO	214-680-3914	214-975-2004	
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.

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

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: 10/08/2025 State of incorporation: Delaware

List corporation's current officers: President: Jonathan Wride
 Vice Pres: _____
 Secretary: Jarrette Schule
 Treasurer: _____

Type of corporation: C ☒ Subchapter S ☐

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

If **Yes**, after what date: 10/05/2024

** 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 City, or
- directing or supervising the actions of persons engaged in the above activity.

Jonathan Wride	CEO
Name	Title/Position
Northlake, TX	
City and State of Residence	Employer (if different than Bidder/Proposer)
12% ownership in TenFore Golf, Inc. (Proposer) + communicating or negotiating with City officers or employees + directing or supervising	
Interest in the transaction	

Jarrette Schule	CTO
Name	Title/Position
Bulverde, TX	
City and State of Residence	Employer (if different than Bidder/Proposer)
34% ownership in TenFore Golf, Inc. (Proposer) + communicating or negotiating with City officers or employees + directing or supervising	
Interest in the transaction	

Austin Wride	SVP
Name	Title/Position
Ponder, TX	
City and State of Residence	Employer (if different than Bidder/Proposer)
2% ownership in TenFore Golf, Inc. (Proposer) + communicating or negotiating with City officers or employees + directing or supervising	
Interest in the transaction	

Charlie Carswell	Implementation Manager
Name	Title/Position
Waynesville, NC	
City and State of Residence	Employer (if different than Bidder/Proposer)
communicating or negotiating with City officers or employees + directing or supervising	
Interest in the transaction	

Chance Hindbaugh	Customer Success Manager
Name	Title/Position
Lexington, VA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Communicating or negotiating with City officers or employees + directing or supervising	
Interest in the transaction	

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

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	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: 03/09/2015 State of formation: Texas

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.

- .. 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: JP Morgan Chase Bank

Point of Contact: General

Address: P O Box 182051 Columbus, OH 43218 - 2051

Phone Number: 1-866-564-2262

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.

Applied for 10/2024

2024

Business Tax Certificate No.: W 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: Tullymore Golf Resort

Contact Name and Phone Number: Matt Golden, CEO 231-972-4837 x270

Contact Email: mgolden@tullymoregolf.com

Address: 11969 Tullymore Dr, Stanwood, MI 49346

Contract Date: 05/15/2023

Contract Amount: \$16,800 Annually

Requirements of Contract: Golf management software with integrated payment processing + hotel room charging

Company Name: Spirit Golf Management

Contact Name and Phone Number: Todd Barranger, CEO 480-550-1978

Contact Email: todd@sgmsouthwest.com

Address: 6861 Via Campestre, Las Cruces, NM 88007

Contract Date: 03/19/2024

Contract Amount: \$20,400 Annually

Requirements of Contract: Private and Public golf management software with integrated payment processing

Company Name: Astor Creek Country Club

Contact Name and Phone Number: TJ Baggert, GM 772-708-0488

Contact Email: pgeorge_wp@tds.net

Address: 9138 SW Shinnecock Dr, Port St. Lucie, FL 34986

Contract Date: 06/01/2023

Contract Amount: \$12,000 annually

Requirements of Contract: Private and Public golf management software with integrated payment processing

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: N/A

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (c.... 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.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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.

____Jonathan Wride, CEO____
Name, Title

Signature

____11/06/2025____
Date

10090158-25-G_Golf Point of Sale Software - TenFore Golf 110625

Final Audit Report

2025-11-06

Created:	2025-11-06
By:	Jerry Gibbs (jggibbs@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAr_VOGjdy64bOK8-fr0mQMSRZgMkOS-wd

"10090158-25-G_Golf Point of Sale Software - TenFore Golf 110625" History

-  Document created by Jerry Gibbs (jggibbs@sandiego.gov)
2025-11-06 - 6:02:04 PM GMT- IP address: 156.29.5.177
-  Document emailed to jwride@tenfore.golf for signature
2025-11-06 - 6:04:27 PM GMT
-  Email viewed by jwride@tenfore.golf
2025-11-06 - 6:04:34 PM GMT- IP address: 66.102.7.34
-  Signer jwride@tenfore.golf entered name at signing as JonathanWride
2025-11-06 - 6:06:46 PM GMT- IP address: 98.97.84.226
-  Document e-signed by JonathanWride (jwride@tenfore.golf)
Signature Date: 2025-11-06 - 6:06:48 PM GMT - Time Source: server- IP address: 98.97.84.226
-  Agreement completed.
2025-11-06 - 6:06:48 PM GMT



Adobe Acrobat Sign

**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.

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.

Jonathan Wride, CEO

Print Name, Title


Signature

11/06/2025

Date

ORDINANCE NUMBER O-22036 (NEW SERIES)

DATE OF FINAL PASSAGE JAN 21 2026

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH TENFORE GOLF TO PROVIDE GOLF
COURSE POINT-OF-SALE SYSTEMS AND GOLF
RESERVATION SERVICES.

The Council of the City of San Diego (Council) adopts this Ordinance based on the following:

A. On September 9, 2024, the City issued a Request for Proposal (RFP No. 10090158-25-G) to qualified vendors for golf course point-of-sale and reservation system services for the three City-operated golf complexes: Balboa Park Golf Course, Mission Bay Golf Course, and Torrey Pines Golf Course and accepted the proposal from TenFore Golf as the successful proposer.

B. TenFore Golf will implement a point-of-sale system hosted on a secure off-site cloud environment. This system will support City staff in processing on-site transactions at golf courses. Additionally, the system will provide online services enabling customers to register for an online golf account, reserve tee times, make purchases and payments electronically, and self-verify residency.

C. The City desires to enter into a five-year contract with Tenfore Golf, with five one-year options to renew for an annual amount of \$16,100, with a total not to exceed amount of \$161,000 if all options are exercised (Contract).

D. The Office of the City Attorney prepared this Ordinance based on the information provided by City with the understanding that this information is complete and accurate.

E. Under Charter section 99, no contract, agreement, or obligation extending for a period of more than five years except by ordinance approved by two-thirds majority vote of the Council.

ACTION ITEMS

Be it ordained by the Council of the City of San Diego:

Section 1. The Council approves the Contract.

Section 2. The Council authorizes the Mayor, or his designee, to execute the Contract with TenFore Golf for a term of five years with five one-year options to renew for an annual amount of \$16,100, and a total amount not to exceed \$161,000 if all options are exercised, pursuant to the terms and conditions contained in the Contract on file with the Office of the City Clerk as Document No. OO- 22036.

Section 3. The Council authorizes the Chief Financial Officer to appropriate and expend an amount not to exceed \$161,000 from the Golf Course Enterprise Fund 700043 for the duration of the Contract term of five years with options to extend for five additional one-year periods, contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that the funds necessary for expenditures are, or will be, on deposit with the City Treasurer.

Section 4. The Council dispenses with a full reading of this Ordinance before its passage because a written copy of this Ordinance was made available to the Council and the public before the date of its passage.

Section 5. This Ordinance will take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: HEATHER FERBERT, City Attorney

By


Jane M. Boardman
Deputy City Attorney

JMB:nja

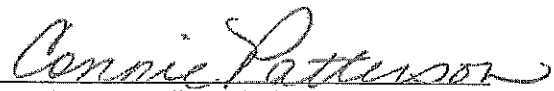
11/04/25

Or. Dept: Parks and Recreation

Doc. No.: 4255954

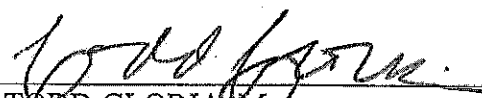
I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of JAN 13 2026.

DIANA J.S. FUENTES
City Clerk

By 
Deputy City Clerk

Approved:

1/20/26
(date)


TODD GLORIA, Mayor

Vetoed:

(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on JAN 13 2026, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	☒	☐	☐	☐
Jennifer Campbell	☒	☐	☐	☐
Stephen Whitburn	☒	☐	☐	☐
Henry L. Foster III	☒	☐	☐	☐
Marni von Wilpert	☒	☐	☐	☐
Kent Lee	☒	☐	☐	☐
Raul A. Campillo	☐	☐	☒	☐
Vivian Moreno	☒	☐	☐	☐
Sean Elo-Rivera	☒	☐	☐	☐

Date of final passage JAN 21 2026

AUTHENTICATED BY:

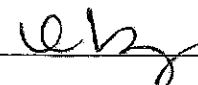
TODD GLORIA

Mayor of The City of San Diego, California.

(Seal)

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California.

By , Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

DEC 09 2025

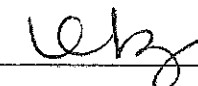
and on JAN 21 2026

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

(Seal)

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California.

By , Deputy

Office of the City Clerk, San Diego, California

Ordinance Number O- 22036

Passed by the Council of The City of San Diego on January 13, 2026, by the following vote:

YEAS: LACAVA, CAMPBELL, WHITBURN, FOSTER III, VON WILPERT, LEE,
MORENO, & ELO-RIVERA.

NAYS: NONE.

NOT PRESENT: CAMPILLO.

RECUSED: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: Chrystal Rodriguez, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
ORDINANCE NO. O-22036 (New Series) of The City of San Diego, California.

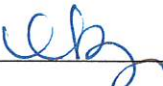
I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days
had elapsed between the day of its introduction and the day of its final passage, to wit, on
December 9, 2025, and on January 21, 2026.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such
reading was dispensed with by a vote of five members of the Council, and that a written
copy of the ordinance was made available to each member of the Council and the public
prior to the day of its passage.

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(SEAL)

By: , Deputy

10090158-25-G_Golf Point of Sale Software_TenFore and O-22036

Final Audit Report

2026-03-10

Created:	2026-03-03
By:	Jerry Gibbs (jggibbs@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALfRIZWLt6us1mKYNWoxMj-kbg2tKgHgi

"10090158-25-G_Golf Point of Sale Software_TenFore and O-22036" History

-  Document created by Jerry Gibbs (jggibbs@sandiego.gov)
2026-03-03 - 6:15:02 PM GMT- IP address: 156.29.5.177
-  Document emailed to Claudia Abarca (CAbarca@sandiego.gov) for signature
2026-03-03 - 6:22:02 PM GMT
-  Email viewed by Claudia Abarca (CAbarca@sandiego.gov)
2026-03-03 - 11:18:05 PM GMT- IP address: 156.29.5.177
-  Document e-signed by Claudia Abarca (CAbarca@sandiego.gov)
Signature Date: 2026-03-10 - 3:08:24 AM GMT - Time Source: server- IP address: 68.7.139.149
-  Document emailed to jboardman@sandiego.gov for signature
2026-03-10 - 3:08:30 AM GMT
-  Email viewed by jboardman@sandiego.gov
2026-03-10 - 8:38:13 AM GMT- IP address: 146.75.146.1
-  Signer jboardman@sandiego.gov entered name at signing as Jane Boardman
2026-03-10 - 6:25:48 PM GMT- IP address: 70.179.35.209
-  Document e-signed by Jane Boardman (jboardman@sandiego.gov)
Signature Date: 2026-03-10 - 6:25:50 PM GMT - Time Source: server- IP address: 70.179.35.209
-  Agreement completed.
2026-03-10 - 6:25:50 PM GMT