

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
ASPIRE HR, INC.
for
HPD TRAINING MANAGEMENT SOLUTION
AGREEMENT NO. 109-2017KC**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and ASPIRE HR, INC., a Texas Corporation (Service Provider).

The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
2. **TERM OF AGREEMENT.** This Agreement shall commence on July 1, 2017 and shall terminate on March 30, 2018, subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
 - a. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$67,650.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing

immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

- b. **Payment Procedure.** For work performed on an hourly basis, Service Provider agrees to assign the person with the lowest hourly rate who is fully competent to provide the services required. If Service Provider finds it necessary to have work, which would usually be performed by personnel with a lower rate, performed by personnel paid at the higher hourly rate, Service Provider shall nevertheless, bill at the lower rate.
- c. **Progress Documentation.** Service Provider shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

4. **RECORDS**

- a. Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.
- b. Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in

progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider's failure to provide the records within the time requested shall preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S SUB-CONTRACTORS**

- a. It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's sub-contractors shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's sub-contractors. Service Provider shall compensate each Service Provider's sub-contractors in the time periods required by law. Any Service Provider's sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

- b. Service Provider shall also include a clause in its Agreements with Service Provider's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

- 7. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and

direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

8. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of Executive Director (President/CEO) of District in each instance.

9. **INDEMNIFY, DEFEND, HOLD HARMLESS**

- a. **Duty to Indemnify, duty to defend and hold harmless.** To the fullest extent provided by law, Service Provider agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Service Provider's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services by Service Provider as provided for in this Agreement, or failure to act by Service Provider, its officers, agents, subcontractors and employees. The Service Provider's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.
- b. The Service Provider further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that Service Provider pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Service Provider provided for in this Agreement.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the

District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Service Provider provided for in this Agreement, Service Provider agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. **INSURANCE REQUIREMENTS**

a. Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

(1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.

(a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.

(b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit A, Certificate of Insurance, attached hereto and incorporated herein).

(c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-

insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.

- (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.
- (4) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
 - (a) At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.
 - (b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant

shall maintain at its own expense, "tail" coverage in the same minimum amount as set forth in this paragraph.

- (c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.
 - (5) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.
- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit A and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.
- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or

underwriter who is the lead carrier and the applicable policy number for the CGL coverage.

- d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.

11. **ACCURACY OF SERVICES.** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Furthermore, Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the Service Provider or its agents, employees, or subcontractors.
12. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

13. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement 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 Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
14. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
16. **OWNERSHIP OF RECORDS.** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Service Provider pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Service Provider shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However,

Service Provider shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Service Provider pursuant to this Agreement (including any duplicate copies kept by the Service Provider) shall not be shown to any other public or private person or entity, except as authorized by District. Service Provider shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District.

17. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

18. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements

shall be documented and may be used as the basis for an amendment or directive as appropriate.

- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
 - c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.
19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service

Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

20. **COMPLIANCE WITH PREVAILING WAGE LAWS (IF APPLICABLE)**

- a. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of Service Provider to: (a) ensure that all persons and/or entities (including, but not limited to, Service Provider or Subcontractors) who provide any labor, services, equipment and/or materials (collectively, "Services") in connection with any work shall comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL by obtaining a determination by means that do not involve the District.

- b. Certified Payrolls. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of the Service Provider to insure that all certified payrolls are provided to the District. Service Provider shall submit certified payrolls electronically via the software LCPtracker.
- (1) LCPtracker is a web-based system, accessed on the World Wide Web by a web browser. Service Provider will be given a Log-On identification and password to access the San Diego Unified Port District's reporting system upon Service Provider's request.
 - (2) The use of LCPtracker by the Service Provider is mandatory. Access to LCPtracker will be provided at no cost to the Service Provider.
 - (3) In order to utilize LCPtracker, the Service Provider needs a computer and internet access. A digital camera and a scanner may be useful. For more information, go to www.lcptracker.com. To Login, go to www.lcptracker.net and from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the District upon Service Provider's request.
 - (4) Use of the system will entail data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid etc. The Service Provider's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.
 - (5) Service Provider must require all lower-tier sub participants the mandatory requirement to use LCPtracker to provide any required labor compliance documentation. Lower-tier sub participants will

be given a Log-On identification and password from the Service Provider.

- (6) Training options can be provided to the Service Provider upon request.

21. **SERVICE PROVIDER/CONTRACTOR REGISTRATION PROGRAM (IF APPLICABLE)**

- a. In accordance with the provisions of Labor Code section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- b. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- c. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- d. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

22. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.

23. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.

a. Submit all correspondence regarding this Agreement to:

Joy Hutton
IT
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-6563
jhutton@portofsandiego.org

b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Winnie Chu
Aspire HR, Inc.
515 Belt Line Road, Suite 1125
Dallas, TX 75254
(214) 880-0099 ext. 136
wchu@aspirehr.com

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- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT

ASPIRE HR, INC.

Paul Fanfera
Assistant Vice President
Business & Technology

Randy Griffith
President

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

ATTACHMENT A
SCOPE OF SERVICES
San Diego Unified Port District

1. SCOPE OF WORK

a. SUCCESSFACTORS CONFIGURATION SCOPE

The Service Provider team will configure the following features as requested as described below:

(1) Role Based Permissions

Work jointly with District to:

- (a) Set up roles defining access to data and functionality (roles)
- (b) Set up users roles and align / permission to groups
- (c) Set up groups of target users that the granted users have access to view / update
- (d) Configure the following 'standard' roles:
 - 1) All Named Users
 - 2) All Managers
 - 3) Reporting Super Users
 - 4) Administrators
 - 5) All HR
- (e) Configure up to five (5) additional roles / groups as required but not to exceed a total of ten (10) (Note: District requirements that identify a need for more than ten (10) roles / groups is the administrative responsibility of District).

- (2) Discuss additional data elements which may be required on the Employee Data File

(3) Learning Management System (LMS) – Quick Complete Rapid Deployment

The Service Provider implementation team shall conduct (2) days of workshops to determine LMS configuration requirements and define new LMS business processes. The workshops may be facilitated as standalone workshops or selected sessions may be grouped. The workshops include the following:

- (a) Core LMS functionality
 - 1) Global configuration and advanced administration
 - 2) Security – Domains and role management
 - 3) Named User management

- (b) Learning management
 - 1) Item/curricula management
 - 2) Scheduling, enrollment, and resource management
 - 3) Online content management
 - 4) Commerce

- (c) Definition of referenced fields (up to five [5] for District) for the following Item reference values:
 - 1) Item Types
 - 2) Item Sources
 - 3) Assignment Types
 - 4) Curriculum Types
 - 5) Completion Statues
 - 6) Delivery Methods
 - 7) Delivery Types
 - 8) Registration Statuses

- (d) Automatic Process Management (APM) – scheduled jobs configured to handle system e-mail notifications, clean-up processes, and update Named User assignments)
 - 1) The Service Provider implementation team shall provide initial configuration for the LMS including:
Implementation of security through domains, defined as administrative security structure (up to (10) for District)
 - 2) Standard Referenced Values to include Item Sources, Assignment Types, etc.
 - 3) Configure Virtual Learning Services VLS Connector for [Supported VLSs Adobe Connect, Microsoft LiveMeeting, Central, & WebEx (Training Center)]
 - 4) District is not limited to the number of records outlined above. District has the ability to insert/update/delete configurable values within the LMS.
 - 5) Content integration is not in scope of this SOW and may be purchased separately through a subscription to iContent for an additional fee, if required. District will be provided access to self-service support documentation. District is responsible for:
 - a) Ensuring content is functioning properly prior to integration
 - b) Ensuring user machines have the necessary versions of Sun Java, Adobe Flash and other necessary software installed and working in concert appropriately

- c) Coordinating and managing support from content vendors
- d) Managing and resolving content integration activities
- (e) Additional implementation cycles or system configurations will be the responsibility of the District, with support offered by the Service Provider implementation team.
- (f) District will approve all completed configuration iterations and provide final sign-off following the third iteration, prior to moving configuration to Production.

b. **INTEGRATION SCOPE**

- (1) **Manual and Scheduled Standard CSV Imports:** The Service Provider and District teams will discuss business rules and data mapping requirements so that District can deliver flat file(s) in SuccessFactors-specified standard CSV format. SuccessFactors can receive files via FTP or SFTP and with PGP encryption. Service Provider will train District on how to perform file uploads. District is responsible for on-going uploads.
- (2) **District will perform the following integration activities:**
 - (a) **Analysis:** Service Provider and District will conduct an analysis of the integration scenarios identified in the table above. It will be District's responsibility to complete the BRD for each integration scenarios Design: As appropriate, Service Provider and District will jointly develop and define maps, processes, connections, business rules, process diagrams, and other documentation.
 - (b) **Configure & Implement:** District is responsible for making all configuration in SAP required to implement the jointly agreed upon design. District will also conduct unit testing during this phase for said systems.
 - (c) **Testing:** District is responsible for creation and execution of all Service and user acceptance test plans. District Technical Lead must lead the end-to-end testing process and lead the execution of all required test cases. Following the completion of all successful test scenarios, the District Technical Lead will be responsible for migrating all integration processes into production.

- (d) **Implementation:** District is responsible for the deployment, ongoing monitoring and required maintenance of the integration processes.

(3) **General Integration Scope Assumptions**

- (a) All integration is delivered through batch mode capabilities
- (b) Each interface is defined as a single instance of a system
- (c) All integration is via flat file using manual standard CSV, scheduled standard CSV or Integration Platform flat files.
- (d) Each interface will include no more than one entity or transaction type
- (e) Service Provider will discuss business rules and data mapping requirements so that District can deliver flat file(s) in SuccessFactors-specified CSV format.
- (f) SuccessFactors can receive files via FTP or SFTP and with PGP encryption for any identified integrations in this SOW.
- (g) Service Provider will train the District how to perform file uploads. District is responsible for ongoing uploads.
- (h) Service Provider will provide guidance and assist District in defining the appropriate business rules to facilitate desired system behavior for ongoing data integration for all integrations identified in this SOW.
- (i) District will provide support to the Prepare, Realize, Verify and Launch phases as described in Section 3 – Project Responsibilities and Deliverables.

(4) **LMS Standard Connector Integration Scope**

- (a) District will use the SuccessFactors Standard Connector Framework to interface (ongoing), or migrate (one-time), the following data entities:
 - 1) Users
 - 2) Items
 - 3) Item Learning History
 - 4) Schedule Offerings & Enrollments
 - 5) Curricula
 - 6) Competencies
 - 7) Domains
 - 8) Organizations
- (b) The SuccessFactors Standard Connector Framework is designed to populate the LMS Hosted Service using standard business rules defined by SuccessFactors using data provided by District. This process calls for District source data to be formatted in the pre-defined standard connector format. *The Standard Connector Specifications*

document includes additional information on the predefined features and acceptable attributes.

- (c) The standard connectors help enable a rapid execution without the involvement of SuccessFactors development. This pre-developed code is packaged to be deployed on District's instance of the LMS Hosted Service without modification. Modifications requested by District to the standard connectors will be deemed custom code and a Change Order will need to be generated to cover the modification development, testing and deployment assistance.
- (d) The following support will be provided by Service Provider for each standard connector as part of this SOW:
 - 1) Facilitate a session to discuss the standard business rules, the connector process, and the required format of District source file data.
 - 2) An estimated two (2) reviews of the District-provided data file to address non-compliance to the flat file specification. Additional data file reviews will require a Change Order to provide supplemental data analysis support hours. The review will include a high level analysis of references, custom fields and file format. In order to maintain project schedule District must dedicate the appropriate resources to provide and or update the flat file in a timely manner.
 - 3) Support District through the first run of interface execution to answer questions and to demonstrate how to administer the interface. SuccessFactors will participate in a virtual session that will last an estimated two (2) hours per standard connector.
 - 4) Data validation support to include a review of the error log and consulting District on data file changes or SuccessFactors LMS Hosted Service configurations needed is estimated at eight (8) hours per standard connector.
- (5) **No other integration points are deemed to be within the scope of this SOW.** Incremental costs associated with 3rd party software and/or professional services from any such 3rd party providers or others are not included in the scope of this SOW.

c. **DATA MIGRATION SCOPE**

- (1) District and Service Provider will discuss business rules and data mapping requirements so that District can deliver flat file(s) in

SuccessFactors-specified format. SuccessFactors can receive files via FTP or SFTP and with PGP encryption. Service Provider will train District on how to perform file uploads using standard available admin file import tools. District is responsible for data cleansing, mapping, transformation, operating imports and exports.

- (2) Legacy data will be migrated from source system(s) to SuccessFactors utilizing a standard flat-file FTP process or Admin Tools. Service Provider will provide District with a template / format of the data required. District will be responsible for extracting and cleansing data from source system(s) and putting it into the proper format. Service Provider will assist in the loading of the data via FTP or Admin Tools, monitoring load jobs and troubleshooting any issues encountered.

Module	Data Type	Number Years	Target (Employee Profile, Goal Plan, et)
<i>Employee Profile</i>			
<i>Learning Management</i>	<i>Learning History</i>	<i>x years</i>	<i>Employee Profile</i>

- (3) The LMS Standard Connectors help enable a rapid execution without the involvement of SuccessFactors development. This pre-developed code is packaged to be deployed on District's instance of the LMS Service without modification. Modifications requested by District to the standard connectors will be deemed custom code and a Change Order will need to be generated to cover the modification development, testing and deployment assistance.
- (4) The following support will be provided by Service Provider for each standard connector as part of this SOW:
- (a) Facilitate a session to discuss the standard business rules, the connector process, and the required format of District source file data.
 - (b) One (1) iterations to review the District-provided data file to address non-compliance to the flat file specification. The review will include a high level analysis of references, custom fields and file format. In order to maintain the project schedule, District must dedicate the appropriate resources to provide and or update the flat file in a timely manner.
 - (c) Support District through the first run of interface execution to answer questions and to demonstrate how to administer the interface.
 - (d) An estimated one (1) iterations of data validation support to include a review of the error log and consulting District on

data file changes or SuccessFactors LMS Service configurations needed.

2. PROJECT RESPONSIBILITIES, RACI MATRIX AND ASSUMPTIONS

a. PROJECT MANAGEMENT ASSUMPTIONS

(1) Limited Project Management

- (a) Project Scoped with limited project management (Average of 2 Hours per week) from AspireHR.
- (b) Project Management of Customer project team resources and 3rd party vendors is the responsibility of the Customer and will be staffed accordingly.
- (c) Maintenance of a combined and more detailed project reporting than provided is the responsibility of the customer, or can be provided by AspireHR for an additional fee

(2) Governance

- (a) Standard Core Team approach and Project Governance will be followed:
 - 1) Core Team is empowered and able to make (80%) of decisions on functionality and features quickly.
 - 2) Steering Committee of key Stakeholders to review additional Decisions (15%) and monitor scope and risk items
 - 3) Executive Committee of Key Customer Stakeholders to be involved in other Key Decisions (5%) and major Milestones ie Go-No Go Decisions
 - 4) Changes to scope and functionality may increase timeline and costs

(3) Timeline

Configuration changes will be identified and determined during iteration cycles. The end of iteration 1 must identify all configuration changes. Any changes resulting during or after iteration 1, or during testing (that are not a direct result of a break-fix), will be considered out of scope. All out of scope items are subject to a governance process and will be evaluated by the project management team for feasibility.

(4) Scope

- (a) The project phases will be a continuous single event without delays
- (b) This Scope of Work is based on current application only as outlined under Scope of Work above.

b. **CHANGE MANAGEMENT**

No change management services will be provided by AspireHR.

c. **GENERAL PROJECT ASSUMPTIONS**

(1) **General**

This Scope of Services is based on current application features only as outlined under Configuration Scope above. Configuration of future enhancements, or enhancements released during the duration of the project, are not included.

(2) **Geography**

US Implementation – no additional countries or languages are in scope.

(3) **Software Licensing**

This Scope of Services describes the delivery of professional services only. Any software, subscription service, tools or hardware required by Customer for the operation of the SuccessFactors hosted service or other related integration software are not supplied under this Scope of Services and must be acquired or licensed separately by Customer.

(4) **Travel**

- (a) Consulting team will be virtual
- (b) Onsite for project kick-off

(5) **Customer Responsibilities**

- (a) Customer will identify system administrators to support the Service after the project described in this Scope of Services is complete. They will be responsible for on-going employee data uploads and general Named User support questions.
- (b) Customer will dedicate knowledgeable resources to the project described in this Scope of Services.
- (c) LMS - Customer is responsible for making changes to its source file data in order to comply with the Standard Connector Specifications Document.
- (d) Customer is responsible for any changes required to their existing HRIS environments (i.e., Process; Development; Testing; Cutover Requirements; Basis and Performance Testing)
- (e) Customer will be responsible for communicating the vision, goals, and business case of the program to applicable employees.

- (f) Customer will ensure their staff has the appropriate skills and experience to complete assigned project tasks. If any Customer personnel fail to perform as required, Customer will make suitable additional or alternative staff available.
- (g) Customer will ensure their staff are available to provide such assistance as AspireHR reasonably requires and that AspireHR is given reasonable access to the Project Steering Committee (defined below) who will provide oversight.
- (h) Customer will provide information and materials reasonably required to enable AspireHR to provide the services described herein. Customer agrees the information disclosed or to be disclosed to AspireHR, to the best of Customer's knowledge, is and will be true, accurate and complete in all material respects.
- (i) Customer will provide access to appropriate Customer personnel for interviews and work sessions. Delays in scheduling of work sessions, task completion and/or issue resolution caused by the unavailability of Customer personnel may affect the project timeline, fees and timing estimates. AspireHR will notify Customer promptly if it believes such delays will materially impact the project timeline, fees, or timing estimates to enable Customer to address them accordingly. Any change in the timeline should follow the Change Control process described in this Scope of Services.
- (j) Members of the Customer project team will have the ability and authority to make timely decisions and commitments on the enterprise-wide design for their respective areas of responsibility. Customer project team members' adherence to schedule and finalization of decisions on a timely basis is critical for AspireHR to adhere to the schedule and accomplish the commitments within the estimates provided.
- (k) Customer will provide any translations required for configuration values and validating those translations in the [Hosted] Service.
- (l) Customer is responsible for all de-commissioning activities to legacy applications and services.

d. **TIMELINE**

Based on the scope and assumptions herein, the estimated timeline for the project is as follows:

(1) **Project Timeline Dates**

The high level timeline of this project indicates that the implementation target go-live date is October 14th, and the project starts no later than July 11th, 2017.

SuccessFactors Products by Phase	Estimated Kick off	Estimated Duration
Phase 1 – Employee Profile	TBD	12 weeks from kick-off
Phase 1 – Learning Management	TBD	14 weeks from kick-off
Phase 1 – JAM Social Collaboration (Basic)	TBD	14 weeks from kick-off

(2) **Key implementation milestones requiring sign-off:**

Sales Phase
No Sign off required
Prepare
No Sign off required
Realize
Configuration Workbook Iteration #1 Approval
Verify
Integration / Testing Acceptance
Launch
Production Readiness Acceptance Sign-off *

*Production Readiness Sign-off shall be considered completed upon the earlier of: (i) AspireHR's receipt of actual signature for such sign off from Customer; or (ii) five (5) days after AspireHR has presented such sign off to Customer so long as AspireHR has presented such sign off after the occurrence of Testing Sign-off.

e. **ACCEPTANCE PROCEDURE**

(1) **Deliverable Acceptance Procedure**

The following section defines expected durations for acceptance of deliverables. AspireHR and Customer will work together to define a project schedule in accordance with these deliverable types and durations. Once the project schedule is mutually agreed upon, delays caused by Customer that result in a longer overall project timeline or period of performance, may require a Change Order for additional project management support.

Deliverable Type	Criteria
Documentation	Customer will have five (5) business days from receipt of document for acceptance. Notice of non-acceptance of a deliverable due to its failure to materially conform to the acceptance criteria must be provided in writing to AspireHR within five (5) days following receipt of the document for acceptance. AspireHR will edit the documentation to remediate such non-conformance to Customer for review within ten (10) business days of receipt of notice of non-acceptance. Customer will have five (5) business days from receipt of the revised document for acceptance of the previously non-conforming areas of the document.
Integrations, Extensions, Modifications, and Data Migrations (based on Scope of Services)	Customer will have ten (10) business days from delivery of integration(s) for acceptance. Notice of non-acceptance of a deliverable due to its failure to materially conform to the acceptance criteria must be provided in writing to AspireHR within five (5) days following receipt of the integration for acceptance. AspireHR will correct such non-conformance in the integration (s) and deliver a revised integration(s) to Customer for review within fifteen (15) business days of receipt of notice of non-acceptance. Customer will have five (5) business days from receipt of the revised integration(s) for acceptance of the corrected integration(s).
Extensions and Modifications	Customer will have ten (10) business days from delivery of extension and/or modification(s) for acceptance. Notice of non-acceptance of a deliverable due to its failure to materially conform to the acceptance criteria must be provided in writing to AspireHR within five (5) days following receipt of the modification for acceptance. AspireHR will correct such non-conformance in the extension and/or modification(s) and deliver a revised extension and/or modification(s) to Customer for review within fifteen (15) business days of receipt of notice of non-acceptance. Customer will have five (5) business days from receipt of the revised extension and/or modification(s) for acceptance of the revised extension and/or modification(s).
Data Migrations	Customer will have ten (10) business days from delivery of migration(s) for acceptance. Notice of non-acceptance of a deliverable due to its failure to materially conform to the acceptance criteria must be provided in writing to AspireHR within five (5) days following receipt of the migration for acceptance. AspireHR will correct such non-conformance in the migration(s) and deliver a revised migration(s) to Customer for review within fifteen (15) business days of receipt of notice of non-acceptance. Customer will have five (5) business days from receipt of the revised migration(s) for acceptance of the revised migration(s).

(2) **Testing Phase Completion Issue Resolution**

Testing Phase completeness will be measured by resolution of defined and document issues.

(a) The following Severity Rating will be used to identify completion issues:

- 1) **Severity 1-** This is the highest severity of defect and describes a defect that stops all, or a large group of process or impacts all employees and no work around is available. All Severity 1 defects must be resolved prior to go-live since they are extremely critical in nature.
- 2) **Severity 2-** This is a defect that affects many employees and/or a single processes. If a manual work around exists, typically it is too cumbersome or complicated to be a valid option. All Severity 2 defects must be corrected prior to go-live.
- 3) **Severity 3-** This defect affects either a specific type of employee or a single screen which is part of a process. Typically a manual work around may be available although not preferred. Depending on the complexity and nature of the defect and the impact to the operations environment, resolutions to Severity 3 defects may be scheduled to take place before or after go-live.
- 4) **Severity 4-** This defect primarily describes cosmetic differences such as the look or feel of a process, screen or step. This type of defect will be resolved as time permits and possibly after go-live.
- 5) **Variance-** A variance is a test result that is slightly different from the expected results. Typically variances are numeric in nature and tolerances in variances will be set in each stage of testing. A variance may also be acceptable as the result of a specific project decision to change the interpretation of a policy, etc. As long as variances are within the defined threshold, or explained as an acceptable result from a pre-defined decision they will not be considered a defect and will not affect go-live.

(b) In order for the overall project phase to be deemed complete all Severity 1 and Severity 2 issues related to AspireHR's role in the project must be resolved. Severity 3 and Severity 4 issues must also be resolved unless the mitigation plans created by the testing leads and Project Manager's state otherwise. Variances will not be considered a project defects, and therefore will not impact projects completion.

f. **CHANGE CONTROL PROCEDURE**

- (1) Once work has begun, any requested changes by Customer that are in addition to or different from the criteria set forth in the applicable SCOPE OF SERVICES will require a Project Change Request ("PCR"). The PCR will need to describe the change, the rationale for the change, and the effect the change will have on the timeline and overall success of the project. Both parties will study the PCR and either approve or reject it in writing.
- (2) A written Amendment to the Statement of Work must be signed by an authorized representative of both parties to authorize implementation of the PCR prior to being brought into the scope of the project.
- (3) Project changes that would result in a PCR document include but are not limited to:
 - (a) Issues such as additional modules or customization of the SuccessFactors product beyond "standard" are considered outside the scope of the Project and would require a change request.
 - (b) Project timeline is delayed or extended at Customer's request.
 - (c) Reduction increase, or change in project scope.
 - (d) "Swap out" of one scope item for another, even if there is no budgetary impact.
 - (e) Material change to the Role and Responsibilities of ASPIREHR

3. **IMPLEMENTATION ROLES AND RESPONSIBILITIES**

The project will require coordination of several resources across your organization. Specific roles and time allocations may vary based on your culture and project needs. Following is a list of typical roles & responsibilities for a SuccessFactors implementation project as well as typical time allocations based on our project experiences. This includes individuals from both the client's organization as well as AspireHR.

Customer Resource	Responsibilities by Role	Typical Time Required*
Project Sponsor	<ul style="list-style-type: none"> Champion project and lead / communicate the vision Provide resources (defined below) to support project Remove obstacles 	5-15%*

Program Manager	<ul style="list-style-type: none"> • Overall management of Customer Engagement • Track and Measure success metrics • Provide escalation point of contact between AspireHR and Customer Executives • Provide continuity between all implementation projects • Align Project Schedules between Customer and AspireHR • Identify and document criteria for a successful implementation across projects • Responsible for project team staffing including Change Management • Responsible for Steering Committee status reporting and financials • Maintain project scope and define Change Order requirements • Manage the transition from implementation to Live system • Manage project close activities • All work streams rolls up 	75-100%**
Project Manager	<ul style="list-style-type: none"> • Coordinate overall project (includes all steps within the methodology) • Serve as interface between Customer and vendor organizations • Coordinate resources across Customer organization • Obtain and provide information, data decisions, and approvals • Help resolve project issues and escalate within Customer organization • Facilitate on-site meetings • Review and approve all vendor plans, documentation, and deliverables • Coordinate Customer technical activities • Responsible for one or many work streams 	75-100% ***
Functional/ Business Resource	<ul style="list-style-type: none"> • Provide subject matter expertise on business process and/or HCM direction • Define/redesign process and workflow and complete the configuration workbook • Develop test scripts • Test the configured system and validate the business processes • Obtain sponsor and line of business agreement and approval of User Acceptance Testing 	75-100%

	<ul style="list-style-type: none"> • Maintain Configuration Workbook 	
Line of Business Stakeholder/Champion(s)	<ul style="list-style-type: none"> • Provide input/validation to process design • Participate in system and integration testing • Recipients of / impacted by the process • First Trained on the Product for deployment • Participate in UAT • Provide input as going through design 	20-50%
Change Management Lead	<ul style="list-style-type: none"> • Works with each project sub-team to determine areas where change management is required • Develops a change management strategy and action plan accordingly • Develops and executes the communication plan to address key audiences • Develops a support plan for internal and/or external communities • Develops the set of business requirements as defined in a process map for both current and future state 	50-100%***
Testing Lead	<ul style="list-style-type: none"> • Engaged in preparation for Verify Phase through Launch • Work with SF Project Manager or SF Functional Consultant to develop test strategy and plan (End to End, Integration and User Acceptance) • Execute Test Plan 	50-100%***
Training Lead	<ul style="list-style-type: none"> • Review previous HCM system training experience • Develop training plan • Develop end-user training materials • Facilitate end-user training 	Varies depending on approach
System Administration	<ul style="list-style-type: none"> • Participate in all project phases and ongoing • Participate in system and integration testing • Attend Administration Training and provide support of Administration responsibilities during the Verify and Launch phases • Attend Reporting Training • Assume ownership of System Administration Responsibilities post Launch 	50-100% (Progressive)
Technical Resource	<ul style="list-style-type: none"> • Ensure desktops meet requirements • Understand HRIS data and processes • Coordinate the data import file creation and testing • Coordinate the data migration from retired systems and associated testing • Coordinate application access and file 	25-75%***

	<ul style="list-style-type: none"> transfer • Configure SSO on Customer network side (if desired) • Test email process internally • Ensure appropriate internet connectivity is available to end-users 	
<i>Marketing / Communications (RM/RMP product only)</i>	<ul style="list-style-type: none"> • <i>Provide approved graphics and brand access to brand guidelines</i> • <i>Approve mock-ups, copy, and graphics</i> 	<i>Varies depending on approach</i>
<i>ATS Administrator (RM/RMP product only)</i>	<ul style="list-style-type: none"> • <i>Add Recruiting Marketing as a source in ATS</i> • <i>Adjusting Job Location Data as necessary</i> • <i>One each in both US and Singapore, as necessary</i> 	<i>Varies depending on approach</i>

*Time required will generally increase when multiple work streams and being implemented simultaneously or when there is a high degree of change.

** Optional - should be highly considered when there are multiple work streams implementing at once or when managing larger enterprise implementations (i.e. > 50K seats or when implementation requires greater number of integrations).

***Time required will generally increase when multiple work streams are being implemented simultaneously, when customer requirements include data integration and/or migration or when the deployment strategy includes multiple phases.

AspireHR Resource	Responsibilities by Role
Practice Director	<ul style="list-style-type: none"> • Overall project champion • Drive critical decisions and actions to closure • Ensure escalations are resolved in a timely manner • Participate in Steering Committee and project governance meetings as appropriate
Practice Manager	<ul style="list-style-type: none"> • Participate in overall project governance to ensure project success • Participate in Transition from pre sales cycle to implementation. • Ensure provisioning of customers environments is done correctly, in partnership with the Project Manager • Overall oversight of Professional Services functional resources

	<ul style="list-style-type: none"> • Act as overall escalation point of contact between Customer and all areas of AspireHR • Responsible for Steering Committee status reporting in partnership with the Project Manager • Manage project close activities in partnership with the Project Manager • Provide continuity between all implementation projects with Customer • Escalate project concerns to Practice Director/VP as necessary
Project Manager	<ul style="list-style-type: none"> • Coordinate pre-kickoff and kickoff meeting • Create project Jam/SharePoint site • Manage all AspireHR work efforts and financials • Provide regular communications to the project team • Manage and update project plan • Maintain project scope and define Change Order requirements recommend corresponding, if applicable, PS fees • Collect project signoff documentation and store in project repository (SharePoint/Jam) • Provide training on SF SaaS Methodology • Provide Project Milestone Signoff Document with purpose and dependencies • Coordinate and follow-up on Functional and Technical questions • Maintain open items list • Ensure appropriate AspireHR resources are allocated • Provide guidance on implementation best practices • Provide a communication channel to all areas of AspireHR • Provide employee data file specifications and sample file • Provide information on alternative upload processes (FTP and SOAP) • Provide Single Sign-On options (SSO) • Manage the transition to SF Customer Success Team • Manage project close activities • Create weekly status report • Manage project financial analysis spreadsheet (weekly margin - by resource) • Escalate project concerns to Practice Manager
Professional	<ul style="list-style-type: none"> • Provide process and application subject matter expertise

Services Consultant - Implementation	<ul style="list-style-type: none"> • Lead and facilitate discussions (regular [pre-determined] weekly meetings) about configuration from Define through Transition phases bringing to bear best practices • Configure forms, competency models, rating scales, and route maps • Track configuration issues and revise configuration to incorporate Customer requirements (up to three iterations) • Load test users • Provide module-specific data file specifications and sample file • Describe various testing strategies • Provide sample test scripts • Lock down system • Provide overview of standard reporting options, as per the SOW • Escalate project concerns to Project Manager and make immediate Manager aware via weekly project status report
SuccessFactors Customer Success Team	<ul style="list-style-type: none"> • Serve as an advocate for customer needs with SuccessFactors • Ensure client satisfaction • Provide long term support services

a. **ROLE RESPONSIBILITIES**

Below is a table of project deliverables for the combined SuccessFactors and Customer team. The table notes the phase of the project implementation lifecycle, the deliverable description and the responsibility of SuccessFactors and Customer in the completion of the deliverables.

R = Responsible

- The individual(s) who performs the task, responsible for the action/implementation
- R's can be shared

A = Accountable

- The individual who is ultimately accountable and responsible for acceptance
- Has Yes/No power, as well as power of veto
- Only one A can be assigned to an activity/deliverable

C = Consulted

- The individual(s) to be consulted
- C's can be share

I = Informed

- Optional participation, and/or Provided a copy of the final deliverable for informational purposes

Phase	Deliverable	Definition	AHR	Customer
Prepare	Scope of Services	Review the Scope of Services to validate alignment for configuration activities	R	C, A
	Welcome Pack	Materials describing the AspireHR implementation process	R	I
	Project Kick off Presentation	PowerPoint presentation to communicate the goals of the project, team structure, implementation methodology timeline, next steps	R	C,A
	Project Kick off	Meeting to signify the start of the project and align all stakeholders on the project details	R	R,A
	Implementation Project Plan	Project document listing tasks, owners, durations, start/end dates, and dependencies	R	R,A
	Communication Strategy	Document outlining the plan for communicating the project details to the project team and stakeholders	C	R,A
	Solution Configuration Workbooks	Workbook containing the configuration decisions and options identified as requirements.	R	R,A
	Risk Assessment Plan	Spreadsheet outlining the project risks and their mitigation plans	R	C
	Customer Resource Plan – project team roles & responsibilities	Document describing the customer project team members, their roles and project responsibilities.	C	R,A
	Testing Strategy	Document outlining the approach for the various levels of testing the configuration, integration, and interfaces.	C, A	R, A

	Training Plan	Document outlining the steps and tasks for training Customer resources beyond what training SuccessFactors provides.	C	R, A
	Post Implementation Support Plan	Document detailing Customer plans for supporting their internal resources for Tier 1 support	C	R, A
	Provide access to Hosted Service for project	URL and credentials for administrators to access the site	R	C
	Standard Connector Workbooks	Document mapping of data from the source to target system for interfaces and integration.	R	C, A
Realize	Document business processes	Documentation and/or Process flows that document current and or to be processes that will be configured in SuccessFactors	C	R,A
	Compile Configuration Workbooks	Workbook containing the configuration decisions and options identified as requirements)	R	C,A
	Employee Data mapping	Document mapping of data from the source to target system for interfaces and integration	R	R,A
	Ongoing validation of business requirement to support Hosted Service configuration	Empirical testing to ensure configuration matches requirements	C	R,A
	Configure the Hosted Service and administrative settings	Application configuration	R	C,A
	Provide data import file(s)	Data file containing employee data in SuccessFactors required format, to be integrated into the Hosted Application	C	R

	Unit Test the configuration	Application configuration testing to confirm the application functions according to the requirements in approved workbooks	R	A
	[Jam] Collaboration Workshops	Interactive design session to identify content, groups, and determine rollout strategy for Jam Solution	N/A	N/A
	[Jam] Collaboration Strategy and Roll-out Plan	Document that identifies the high level rollout strategy of the JAM solution [if applicable]	N/A	N/A
	Configuration Acceptance	Sign off on the application configuration	C	R, A
Verify	Data Transfer Test	Sign off on the application configuration	R	R,A
	System & Integration Test Plans	Execution of automated data transmissions that bring data into or out of SuccessFactors	C	R, A
	Test Scenarios and Test Scripts	Documentation that defines customer business scenarios to be executed during the Testing Phase.	C	R, A
	System Integration Test Execution	Execution and visibility of integration processes that bring data into or out of SuccessFactors	C	R.A
	Test Issue Resolution	Interactive discussions of proposed resolutions and tracking via Issues log	R	R
	User Acceptance Test Plan	A Test plan that outlines resources, scenarios, dates, durations, etc to be involved in the User Acceptance Testing process.	C	R,A
	User Acceptance Testing Execution	Execution of User Acceptance Testing. Rectifying errors resulting from User Acceptance testing.	C	R,A
	UAT issue resolution	Interactive discussions of proposed resolutions and	R	R

		tracking via Issues log		
	Testing Sign-Off	SuccessFactors Sign off Document required before AspireHR can migrate to production.	C	R
	Training Materials/Manuals	End User Training Materials. These can be developed by AspireHR (addl fee) or by the customer. Typical documents would include User Training guides, Quick Reference Guides, Administration Training Guides.	C	R
	Perform User Training	End user Training Execution	I	R
Launch	User roll out plan	A plan that documents the deployment and launch to end users. Should include resources, responsibilities, training and support plans.	C	R,A
	Knowledge transfer plan to SuccessFactors Customer Success Team	AspireHR transition of project information to the Customer Success Team. Includes Resources, Administration, Configuration and Workbooks Review	R	C
	Production Readiness Signoff	Acceptance and Acknowledgement that the Hosted solution has met the requirements for Production Go-Live)	R	R
	Knowledge transfer plan to Customer's Support Team	Customer transition of key project information to internal support teams.	C	R
	Post implementation support plan	A plan that documents the support strategy for handling technical, functional and training related questions and topics post go live.	C	R,A

**ATTACHMENT B
COMPENSATION & INVOICING
San Diego Unified Port District**

1. COMPENSATION

a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.

(1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month. Invoice(s) shall be Fixed Fee.

(a) Each invoice for Fixed Fee work shall include:

Date work performed;
Description of the work performed;
Percent of total work being invoiced;
Percent of total work completed;
Direct Costs.

(2) Professional services shall be invoiced in accordance with the following Rate Schedules:

Description	Amount
Configuration	\$32,325.00 (Fixed Fee)
Integration, Testing & Data Migration	\$22,627.50 (Fixed Fee)
Production Readiness Sign-Off	\$9,697.50 (Fixed Fee)
Travel Expenses	\$3,000.00 (Not to Exceed)
Total – NOT TO EXCEED	\$67,650.00

b. Travel Expenses

Airfare, rental car expenses, parking and taxi expenses shall be reimbursed at cost. Original receipts for airfare, rental car expenses, parking, and taxi expenses must be provided for reimbursement.

The District shall reimburse Service Provider for: coach class airfare or equivalent airfare and for full-size classified cars, mileage/parking or taxi to and from airport at departure and arrival, parking of rental vehicle at hotels during stay and parking at work site if not provided by District.

2. **INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section 1, above:
 - 1) Agreement No. 109-2017KC
 - 2) If applicable, the Task Authorization(s) (TA) number being charged.
 - 3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

 "I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. _____, and that payment has not been received."
 - 4) Dates of service provided
 - 5) Date of invoice
 - 6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Joy Hutton, IT, San Diego Unified Port District, P.O. Box 120488, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

EXHIBIT A
CERTIFICATE OF INSURANCE
San Diego Unified Port District

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email: sdupd@prod.certificatesnow.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)

SDUPD Agreement Number: _____

This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.

CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date: Expiration Date:	Each Occurrence: \$ _____
	Workers Compensation – Statutory Employer's Liability		Commencement Date: Expiration Date:	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date: Expiration Date:	Each Claim \$ _____ \$ _____
	Excess/Umbrella Liability		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE			A. M. BEST RATING
A				
B				
C				
D				
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District.				
Name and Address of Authorized Agent(s) or Broker(s)			E-mail Address:	
			Phone:	Fax Number:
			Signature of Authorized Agent(s) or Broker(s)	
			Date:	

SAN DIEGO UNIFIED PORT DISTRICT**REQUIRED INSURANCE ENDORSEMENT**

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

 (NAME OF INSURANCE COMPANY)

 (SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
 c/o Ebix BPO
 P.O. Box 100085 – 185
 Duluth, GA 30096 – OR –
 Email to: sdupd@prod.certificatesnow.com
 Fax: 1-866-866-6516