AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
AGREEYA SOLUTIONS, INC.
for
EMPLOYEE INTRANET REDESIGN
AGREEMENT NO. 174-2018KC

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and AGREEYA SOLUTIONS, INC., a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services 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.

    a. **As-Needed Services**

        (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a Task Authorization (TA) has been signed by the District Representative.

        (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.

        (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA) for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization

shall not be considered effective until the Task Authorization has been signed by the District's designated representative.

2.   **TERM OF AGREEMENT.** This Agreement shall commence on October 1, 2018 and shall terminate on September 30, 2020 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 $394,000.00. 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-SERVICE PROVIDERS**

    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-Service Providers 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-Service Providers. Service Provider shall compensate each Service Provider's Sub-Service Providers in the time periods required by law. Any Service Provider's Sub-Service Providers employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's Sub-Service Providers 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-Service Providers 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-Service Providers 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-Service Providers 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 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 $10,000 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 B, 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) Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligation as undertaken by the service provider in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to the infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response, notification and defense costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

(a) The deductible or self-insured retention on this Commercial General Liability shall not exceed $10,000 unless District has approved of a higher deductible or self-insured retention in writing.

(b) 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.

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(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.

(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 B 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 Sub-Service Providers.

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

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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-Service Provider 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:

        Vay Shire
        Information Technology
        San Diego Unified Port District
        P.O. Box 120488
        San Diego, CA 92112-0488
        (619) 725-6066
        c-vshire@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:

        Ajay Kaul
        AgreeYa Solutions, Inc.
        605 Coolidge Drive
        Folsom, CA 95630
        (916) 813-6300
        ajay.kaul@agreeya.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   **AGREEYA SOLUTIONS, INC.**

_____   _____
Keith Coffey   Ajay Kaul
Chief Technology Officer   Managing Partner
Information Technology

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   PROJECT OBJECTIVE

a.   The purpose of the Intranet Redesign will be to design, develop, implement, and deliver a new employee intranet. The entire intranet ecosystem should be aligned to and promote the District's brand, purpose, competencies and internal services to all employees. The District desires to use Microsoft SharePoint as the technical platform for the intranet's structure and organization.

b.   The District anticipates this to be a long-term development project, with the Service Provider providing the following deliverables over the course of the project's lifecycle:

(1)   Design and development of an information architecture specific to the District's intranet, and within the confines of the District's SharePoint Governance Architecture

(2)   A Site Content Organization Structure

(3)   Validation of all Phase I requirements

(4)   Overall Site Design

(5)   Delivery of all Phase I requirements

2   GOALS AND OBJECTIVES

a.   **Goals.** The redesign should:

(1)   Incorporate and be aligned to the District's current branding guidelines, and should focus on a user self-service delivery strategy

(2)   Be contemporary, simple, and clean, promoting an approachable, friendly look that is capable of clearly communicating information and providing resources in which employees are most interested

(3)   Mobility-responsive and able to be read easily from PC, tablet, and smartphone

(4)   Be in protocols that support Android, Chrome, Windows, and iOS

(5)   Promote navigation which intuitively represents the most logical groupings or categories (e.g. employee self-service; forms and documents; service requests; departments)

(6)   Reflect the information and resources employees require access to in a clear, easy-to-understand format via intuitive content organization

(7)   Utilize a human-centered design approach

b. **Objectives.**

    (1)   Create a robust and scalable information architecture which supports current and future internal information sharing needs and requirements

    (2)   Organize all site content in a logical and intuitive structure

    (3)   Create an elastic framework for content

    (4)   Create a positive user experience

    (5)   Increase site traffic

    (6)   Reduce system administration time and automate management of site data

    (7)   Reduce user clicks

    (8)   Include non-programmatic content implementation capability (back-end servicing)

    (9)   Implement the latest in website metrics, including heat maps

3   DESIGN AND SYSTEM REQUIREMENTS

a.   Service Provider will be responsible for developing an information architecture specific to the District's intranet and within the confines of the District's Enterprise Governance for SharePoint; organization of information to be housed on the Intranet into logical groupings; and for the development and implementation of the new Intranet utilizing SharePoint as the technical framework.

b.   Service Provider will also be responsible for the complete consolidation and redesign of existing content and information from the District's existing intranet; including development, content and data migration, and implementation on the new intranet. These activities must fully completed by and made available at cutover/implementation.

c.   For the entire lifecycle of the District's Intranet Redesign project, Service Provider will adhere to all Microsoft development standards and ensure the District's intranet is delivered using Microsoft best practices.

d.   The District will continue to perform ongoing intranet updates and be responsible for providing hosting.

4   IN SCOPE

a.   **Project Planning.** Service Provider will work with District Staff to evaluate requirements and needs, and will develop the strategy – with the District's input – for the intranet design, navigation, migration and implementation.

    (1)   **District's responsibilities:**
        (a)   Support Service Provider in facilitating participation of the stakeholders in project meetings.

(b)   Any standard District Branding guidelines to be provided by District, should be shared at the start of project.

(c)   Work with Service Provider's Project Manager to resolve issues related to project schedule, if any.

(d)   Review deliverables as needed during the project.

(e)   Make decisions as and when required throughout the project duration.

(f)   Provide a single set of consolidated comments on deliverables.

(g)   All unresolved issues will be raised to the Project Manager and will be addressed in a timely manner, typically 5 business days, to avoid any adverse impact on the project

b.   **Requirements Validation.** Service Provider will review and validate the District's Phase I requirements before any development begins, to ensure accuracy against the District's business and technical needs. The District will require Service Provider to place additional focus on delivery of the following functionalities and design elements:

(1)   **District's responsibilities:**

    (a)   Provide existing Governance, Communication plan and any other documentation

    (b)   Provide access to their existing intranet solution, its infrastructure and share any existing documentation related to the existing solution

    (c)   Provide and schedule locations for discussion sessions

    (d)   Facilitate the participation of relevant staff in the concerned discussions

    (e)   District will approve final technical and functional requirements, based on discussion and as recommended by Service Provider

    (f)   Review Draft System Requirements Specifications (SRS) Document and provide timely feedback

    (g)   Approve SRS Document

(2)   **Requirements.**
The intranet must be built using current Microsoft and industry standards for development of SharePoint as an employee intranet. No use of Flash. The intranet must be compatible with common OS as well as with the latest versions of Internet Explorer, Mozilla Firefox, Chrome and Safari.

    (a)   **PHASE I REQUIREMENTS**
    Service Provider will partner with District Staff to validate and deliver the below listed requirements for the intranet redesign:

Requirement Number	Requirement Type	Requirement Description
1	Functional	The Employee Portal shall provide a user experience that is simplified, uncluttered and configured in such a way that it streamlines the organization of content and information in a cognitively-direct format.
2	System	The Employee Portal shall provide a stable and flexible architecture which can grow to meet changing business needs.
3	Functional	The Employee Portal shall provide a search tool and functionality which supports the following types of searches: a. Free-text searching of combinations of keywords and metadata elements b. Keyword searches of both content title and the body of said content (i.e. full text searches) c. Simplified searching d. Wild Card searches e. Any combination of the above
4	Functional/System	The Employee Portal shall display the total number of search results on a users' screen and shall allow the user to then display the full results list, or refine the search criteria and issue another search request
5	Functional	The Employee Portal shall return an unlimited number of search results regardless of search specificity
6	Quality	The Employee Portal shall provide relevance ranking of the search results
7	Functional / Customer Use	The Employee Portal possess an easily-configurable System Administrator console
8	Functional	The Employee Portal shall allow system administrators to easily reassign users to different departments or groups, as their roles and/or responsibilities within the Port change.
9	Functional	The Employee Portal shall possess the ability to create User Activity Reports, which highlight areas users are accessing based on the number of clicks.
10	Functional and Customer Use	The Employee Portal shall be device and operating system agnostic.
11	Functional and Customer Use	The Employee Portal shall be optimized for a mobile-based user experience.
12	Functional/ System	The Employee Portal shall be able to be accessed by Port users remotely (when not on site at Port buildings) and when not connected to the Port network via Citrix.
13	Functional and Customer Use	The Employee Portal shall be supported by the following web browser types, and latest version of each type: a. Internet Explorer b. Google Chrome c. Firefox d. Safari
14	Customer Use and Data	The Employee Portal shall have the ability to display a dynamic organization chart, and allow users to modify the organization chart based on the follow organization levels: a. the enterprise or Port-wide level b. the individual department level c. the divisional level within each department (if applicable).
15	Functionality	Users shall be able to search the organization chart by: a. First Name and Last Name b. Department c. Job Title d. Wildcard Searches
16	Functional and Customer Use	The Employee Portal shall allow designated system administrators and designated users to edit organization charts posted to various portal pages.
17	Functional and Customer Use	The Employee Portal shall allow designated system administrators and designated users to create new or edit existing portal content.
18	Functional and Customer Use	The Employee Portal shall allow designated system administrators and designated users to post new and updated content in the following manners: a. ongoing and/or ad-hoc b. based on a predetermined schedule
19	Functional and Customer Use	When posting content based on a predetermined schedule, the Employee Portal shall allow designated system administrators and designated users to select the date, time and portal location for when and where the content should be posted.

20	Functional and Interface	The Employee Portal shall allow system administrators and designated users the ability to link out-of-network webpages to either the Portal's homepage, or any portal subpage
21	Customer Use and Data	The Employee Portal shall have embedded calendar functionality. The calendar would be dynamic, allowing users to search calendar events based on: a. date b. day of the week c. department to which the event is assigned Additionally, system administrators shall be able to add additional events, remove existing events, and/or modify existing events.
22	Functional	The Employee Portal shall be linked to other Port applications: a. All SAP modules - Employee Self Service (ESS); General Services Work Requests (GS); Engineering Service Requests; IT Help Desk Requests b. All Port social media accounts - Twitter, Facebook, Flickr and LinkedIn c. Granicus d. My HR Connection e. Commissioner's Board Meeting Camera f. GIS g. NetAdmin h. Bynder WebDAM i. POSD public site j. YouTube **Assumption:** Links to all the above applications will be provided by District, no integration will be required.
23	Functional	The Employee Portal shall provide system administrators and approved users the ability to create and update a Rolling News and Announcements feed. The news feed could be populated by internally-driven announcements (new employee hires, employee moves) and externally-driven announcements and news articles from various media outlets).
24	Functional	The Employee Portal shall allow video and other multimedia files to be embedded on the homepage and subpages

25	Homepage Content / Department Page Content	Dynamic organization chart, which includes the following: a. Employee Name b. Title and/or Area of Responsibility c. Collateral Duties/other functions employee serves d. Phone Extension e. Email Address f. Employee Photo g. Employee's desk/office location
26	Department Page Content	Department Mission, Objectives and Goals Statements
27	Homepage / Subpage Content	Information Repository subpage focused on most common functions and tasks users have, to include: a. Benefits Enrollment b. Enrolling in Autopay c. Board Agenda Submittal Process d. Most Commonly Used Forms d1. Petty Cash d2. Mileage d3. Reimbursement d4. Ergonomics Assessment Requests d5. Retirement Contribution Formulas e. 1% Public Arts Projects request process e. Other applicable FAQs and Instructions documents, as dictated by individual departments

28	Homepage Content	Port-wide calendar accessible to all users, which would allow for entry, removal, and updating of events of interest to all employees. Events include: a. Federal, State and Port Holidays - including AWW/RDO days b. Upcoming training classes c. Wellness and Fitness Classes d. Port-sponsored Public Events e. Volunteer opportunities offered by the Port or individual departments f. Fire Drills, Safety Drills and other safety events g. New Hire Orientation h. Cafe closure dates i. Broadway Pier cruise ship dates j. Schedule of activities at high-interest maritime facilities (TAMT, NC, etc.) k. Monthly deadlines for reimbursement requests to be submitted l. Dates monthly submittals are due to Finance m. Days departments are closed or not working due to workshops, training, etc. n. Scheduled IT system or software upgrades and roll-outs
29	Department Page Content	Requires its own page, not a subpage underneath another department.
30	Department Page Content	Need to ensure the following are migrated over to or recreated on the new site: a. All Illness and Injury documentation and links on current site b. Safety Work Request workflow c. Certificates of Insurance d. Claims Forms
31	Department Page Content	Link to which general questions can be submitted
32	Department Page Content	Content on the existing intranet which must be migrated to the new intranet: a. Open and Promotional Job Opportunities b. Benefits and EAP Overview c. EAP Hotline d. Compensation/Paygrade Info e. Leaves Information and Donated Leave Area f. Rules g. New Hire Orientation and Information h. Requesting a Badge – instructions and process i. Educational services/National University j. Reimbursement Forms - Tuition, Wellness k. My HR Connection (link to) k1. Explanation of what HR Connection is and what employees are able to do via app/platform k2. Enrollment forms k3. Benefits guide and quick links l. Listing of Annual HR-Sponsored Events
33	Department Page Content	PGP department weekly snapshot message posted on department's homepage
34	Department Page Content	Development of subpage which is utilized as a Natural Resources/Environmental Guidance Documents library
35	Department Page Content	Need to ensure the following Audit content is migrated over from the existing intranet to the new intranet: a. Existing photos and employee biographies b. Fraud Prevention Hotline - ensure this is on the Audit Department homepage and not the Portal main homepage
36	Department Page Content	Develop a library or log of previously published Audit reports
37	Department Page Content	Ensure the following are migrated over: a. all Eng/Construction Ops Procedures b. Link to Excess/Surplus Management App
38	Homepage or HPD Page	Posting of Port-wide critical security information (location to be determined): a. Bomb Threat Procedures and Call Script b. Active Shooter Procedures c. Other security information HPD deems necessary to share
39	Department Page Content	Migrate from existing page and ensure the below information is accessible via the HPD page: a. Port Officer Code

		b. Codes of other member cities c. HPD Recruitment process - *redirect to HR department page*
40	Department Subpage Content	Establish subpages linked to the HPD main page for the following areas: a. Peer Support Network Info b. Harbor Police Records - Dive Permits and Mooring Office c. HPD Employee Recognition - Officer of the Year; Officer of the Shift; Civilian d. Secure HPD Officers Only Area - requiring username and password (non-NetRMS information)
41	Department Page Content	Ensure all existing documentation links are migrated over to new portal: a. Service Request Forms a1. Procurement Request Form a2. Solicitation Request Form (RFB/RFP/RFQ) a3. P-Card Request Form b. Reference Information b1. Vendor Registration Procedure b2. BPC 110 - Procurement Administration Policy b3. Green Purchasing Policy and Performance Report
42	Department Page Content	Link to which general questions can be submitted
43	Department Page Content	Ensure annual CAFR Report is linked

(b) Service Provider will also provide a total of ten (10) weeks of hypercare support, during the initial two (2) weeks, post-each department SharePoint site going live. Hypercare services will be provided Monday through Friday from 9AM to 5PM PST.

(c) At the end of the warranty period, Service Provider will provide one (1) year of maintenance services. Maintenance Services entitles the District to receive bug fixes and issue resolutions as it relates to the intranet portal built by the Service Provider. The Maintenance Services does not include customizations, enhancements or changes to the Intranet, or SharePoint related issues or maintenance. The services will start from the 21st week post start of the project, or when the last department goes live, whichever is earlier. District is responsible for providing information and documentation sufficient for Service Provider to reproduce the error/bug. This may include a written description of the problem, log files, dumps, data files, and any other information reasonably requested by the Service Provider.

(d) **ADDITIONAL SERVICES**
At the District's sole discretion, Service Provider may be asked to validate and deliver some or all of the below functionalities. If requested, Service Provider will deliver these items upon the issuance of a task authorization.

Number	Type	Description
1	Functional and Customer Use	The Employee Portal shall allow system administrators and designated users to build and modify the processes and workflows which support the content scheduling and posting functionality.
2	Customer Use, Data and Interface	The Employee Portal shall be integrated with approved and designated out-of-network content applications; as an example, podcast sites. Users shall be able download content from those applications via an interface with the employee portal.
3	Functional and Customer Use	The Employee Portal shall allow system administrators and designated users to build business process workflows for their respective department or functional area. Examples of business workflows would be Request Submittal processes.
4	Functional	The Employee Portal shall allow for streaming video and other streaming multimedia files to be embedded on the homepage and subpages
5	Functional and Customer Use	The Employee Portal shall have Executive Summary or Scorecard creation functionality. It should allow system administrators and approved users to pull data in from other applications, and format and render it based on predefined or tailored criteria and performance metrics.
6	Functional and System	The Employee Portal shall be integrated with other applications to allow for and support live streaming of video and audio
7	Functional and System	Upon a user's first log-in to their desktop or laptop each day, they would experience one of the following two scenarios: a. Their web browser would automatically launch and their default site would be the Employee Portal b. Their desktop or laptop background would be a real-time rendering of the Employee Portal
8	Homepage / Subpage Content	Approved Software and Applications Library, to include IT-approved software and applications which users can download and install
9	Homepage Content	Breaking News and Important Reminder flags, posted prominently at the top of the homepage. Examples are: "Reminder: Tomorrow is a Board Meeting day. Casual dress is suspended for the day"
10	Homepage / Subpage Content	Establish the Administrative Procedures as its own subpage, not as a sub-section under the ODC department page. Ensure all current copies of Admin Procedures are posted.
11	Department Page Content	Explanation of (instructions and/or FAQ) and workflow request process for requesting parking placards for long-term parking at Port-owned lots other than those lots at Port buildings; e.g. Harbor Island and Shelter Island lots
12	Department Page Content	Issues Reporting Process - workflow built which allows Port employees to notify Port as a Service with any parking lot issues they notice; e.g. broken parking meters or pavement
13	Department Page Content	A Project/Department Priorities Scorecard, which is an executive-level summary or dashboard that provides insight into the current status of PGP's major department-wide projects and initiatives for the current quarter or year
14	Homepage / Subpage Content	Create a New Hire Onboarding area, to include: a. Training materials and collateral utilized in new hire onboarding sessions b. Port 101 b1. How the Port was established via the Ports Act b2. Overview of what Port does / what its mission and vision is b3. Port's History
15	Homepage / Subpage Content	Create a Professional Education / Employee Training area, to include: a. Existing training materials and collateral b. A list/schedule and brief description of upcoming training offerings c. Ability to sign up for trainings via a workflow or some other mechanism embedded in the page d. A link or point of contact to which questions can be submitted
16	Homepage / Subpage Content	Creation of a Health and Wellness page which provides information on: a. Rally for Health program b. all necessary forms needed to participate in Rally for Health c. Overview of all fitness/wellness classes available at the Port and a short description for each d. How to sign up to participate in fitness/wellness classes e. General email link or workflow process for submitting questions

17	Department Page Content	Establish an Engineering/Construction executive summary dashboard, hosted on the department main page, which includes: a. Overview of each of the department's main projects and critical initiatives b. Current status of each individual project, who the PM is, and other pertinent information
18	Department Page Content	Real-time scorecard or Executive Summary functionality embedded in department's homepage, in which Maritime business and operations statistics can be shared with the rest of the Port
19	Department Page Content	Creation of a Maritime Operations status on department main page, which would show the following: a. Ship schedules and movements at all maritime terminals b. Current safety/force protection posture c. Listing of current shipping lines and appropriate contacts at each
20	Department Subpage Content	Establish a Harbor Police Blotter, listing daily activities and items of interest to non-HPD Port employees
21	Department Page Content	Creation of a Finance Department Scorecard, which would highlight key/critical areas of Port's current financial performance: a. How Port is trending towards budget b. Month-over-month budget results c. Any other major financial indicators

(3) **News.**
The intranet should include a robust, built-in news platform. This must enable users to create, edit and publish news articles to the intranet.

(4) **Photo Gallery.**
The intranet should support the ability to upload/edit/display images as a single entity or in a gallery.

(5) **Video/Audio.**
The intranet should support uploading, storing, and displaying of video and audio files.

(6) **Website Analytics.**
Analytics tracking must be integrated on the site to allow for website visitor tracking, page tracking, etc. with additional heat/scroll map/ confetti features

Service Provider would be using the District's third party tool to analyze the page views

(7) **Other.**

    (a) Link validation tool to check for broken/stale links - Service Provider would use the District's third party tool for broken link check

    (b) Site search

    (c) Calendar with descriptions, maps, images, scheduling, sharable, printable, searchable

    (d) Load – handle at least 1,000 visitors at once

        (e)   Appropriate security measures

        (f)   ADA compliant

        (g)   Ability to make minor template changes in-house or change the page's layout

        (h)   Ability to re-skin or change logos in-house

c.   **Design.** Service Provider will work with District Staff to develop a design using branding and color guides provided. Service Provider should include wireframes in their initial design efforts for the intranet. Service Provider will provide up to four (4) mockups for consideration and Port will shortlist 2 out of them to decide the final design. District will have to review and approve the site designs and mockups within 5 business days of mockup submission and then only Service Provider will implement the approved design.

d.   **Development.** Service Provider will develop the intranet using the latest version of Microsoft SharePoint Online. Service Provider's development will use an agile methodology with clear indication of the sprint lengths; release windows and timing; and the processes employed in each sprint. Service Provider will allow the District a five (5) business day review and approval window at the end of each sprint, in order to provide input for the next sprint.

e.   **Migration.** Service Provider will make recommendations to the District regarding content migration best practices and guidelines. Service Provider will help organize content to be migrated. Based upon Service Provider's recommendations, the District will identify all content that will be migrated. Service Provider will migrate all identified content, links, multimedia and other assets. Content will also encompass new assets built internally by the District and not posted on the existing intranet. Creating or migration of workflows is not in scope

f.   **Testing.** Service Provider will develop a test plan for the District, and conduct system testing, security testing, and other necessary testing per said plan. As well, Service Provider will perform bug fixes for the entirety of the intranet's development and implementation.

g.   **Training and Change Management.** Service Provider will provide support for the following training and change management activities as part of the overall project:

    (1)   <u>**Training.**</u> Service Provider will provide:

        (a)   System Administration training to selected users identified by the District – up to a maximum of ten (10) users

        (b)   "Train the Trainer" training to selected users identified by the District – up to a maximum of twenty (20) users

(2) **Change Management.** Service Provider will partner with the District to develop and deliver change management information to multiple user groups throughout the District's staff – up to a maximum of fifteen (15) user groups. Training would comprise total of sixteen (16) hours (4 hours each) for 'Site Administration' and 'End user' to selected District trainers

h. **Maintenance.** Service Provider will provide:

(a) Additional maintenance services beyond year one (1) may be required and will be provided on an as-needed basis, and upon issuance of a Task Authorization.

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. Task Authorizations shall be Fixed Fee, Time and Materials or a combination of both.

   (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.

   (c) Each invoice for Time and Materials work shall include:

   Date work performed;
   Description of the work performed;
   Hours worked by personnel classification;
   Rate per personnel classification;
   Total personnel cost by classification; and
   Direct Costs.

   (2) Professional services for Phase I shall be invoiced in accordance with the following Fixed Fee Rate Schedule:

PHASE I		
Task No.	Description	Amount
1	Design and Development of an Intranet Information Architecture	$16,390 Fixed Fee
2	Site Content Organization Structure	$ 20,860 Fixed Fee
3	Functional and Content Requirements Validation	$ 14,900 Fixed Fee

4	Site Design	$ 37,250 Fixed Fee
5	Delivery of Site and Phase 1 Requirements	$ 59,600 Fixed Fee
6	1 Year of Maintenance & Support - (Maintenance Services Fee will be invoiced and payable upon start of maintenance period)	$36,000 Fixed Fee
	Additional Services	$209,000 Not to Exceed
	Total Amount	**$ 394,000**

(3)   Professional Services for additional services may be negotiated on a Fixed Fee and/or a Time & Materials basis. For Time & Materials the following rate schedule will apply:

Labor Classification	Fully Burdened Hourly Rate
Project Manager (Onsite)	$ 125
Architect / Lead	$ 135
Migration Engineer	$ 105
Senior UI Developer	$ 105
Senior Developer	$ 105
Senior Testing Engineer	$ 95
UX Designer	$ 115

(a)   The following shall be considered part of the **fully burdened hourly rates** stated in this Agreement: vehicle expenses, parking, tolls, film, postage, facsimiles, computer usage, printing, normal copying and document reproduction, blue print services, travel, telecommunications, photography, and all other costs and expenses incurred in completing such services.

(b)   Additional classifications and fully burdened hourly rates not listed in the Rate Schedule above may be authorized via Task Authorization with the approval of the District's Project Manager.

Agreement No. 174-2018KC / RFP No. 18-14KC – Attachment B
Service Provider: AgreeYa Solutions, Inc.
Requesting Department: Information Technology

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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 I, above:

   (1)   Agreement No. 174-2018KC
   (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: Vay Shire, Information Technology, P.O. Box 120488, San Diego Unified Port District, 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
TASK AUTHORIZATION FORM
San Diego Unified Port District

PORT of **SAN DIEGO**

TASK AUTHORIZATION NO. _

(Date)

(Name)
(Title)
(Name of Company)
(Address)
(City, State, Zip)
Email:

Subject: **Task Authorization for Agreement No. _ - 20__**
(Agreement Title)

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed $_____. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #_** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:		4.	WBS or IO/ Cost Center:	
2.	Date of Request:		5.	Task Start Date:	
3.	Task Budget:	$	6.	Task End Date:	
7.	**Task Title:**				
8.	**Scope of Services.**				

Agreement No. 174-2018KC / RFP No. 18-14KC – Exhibit A
Service Provider: AgreeYa solutions, Inc.
Requesting Department: Information Technology

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9. Contractor Staffing (If applicable)

Name	Classification	Hours
	Staff as needed per Agreement rates	

10. List of Sub-Contractors (If applicable)

N/A

11.   Please acknowledge acceptance of this Task Authorization by signing below and returning via mail to _____, Contracts Administrator, at the address above.

APPROVALS

Service Provider:

Signature:

Name:

Title:

Firm:

Date:

Project Manager:

Signature:

Name:

Title: Project Manager

Date:

Manager:

Signature:

Name:

Title: Manager

Date:

Director:

Signature:

Name:

Title: Director

Date:

EXHIBIT B
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: portofsandiego@ebix.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 ☐ Occurrence Form ☐ Claims-made Form Retro Date _____ ☐ Liquor Liability Deductible/SIR: $_____		Commencement Date: Expiration Date:	Each Occurrence: $_____ General Aggregate: $_____
	Commercial Automobile Liability ☐ All Autos ☐ Owned Autos ☐ 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 $
	Cyber Liability ☐ 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

ENDORSEMENT NO.	EFFECTIVE DATE	POLICY NO.

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: portofsandiego@ebix.com
Fax: 1-866-866-6516**

Agreement No. 174-2018KC / RFP No. 18-14KC; Exhibit B
Service Provider: AgreeYa Solutions, Inc.
Requesting Department: Information Technology

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