AMENDMENT NO. 4 TO AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
DELOITTE CONSULTING, LLP
for
SALESFORCE.COM CUSTOMER RELATIONSHIP MANAGEMENT IMPLEMENTATION SERVICES

The parties to this Amendment No. 4 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and DELOITTE CONSULTING, LLP, a Limited Liability Partnership (Service Provider).

Recitals:
District and Service Provider are parties to an Agreement for Salesforce.com Customer Relationship Management Implementation Services. The agreement is on file in the Office of the District Clerk as Document No. 69977 dated May 29, 2019, as amended by Amendment No. 1, Document No. 70359 dated September 11, 2019, as amended by Amendment No. 2, Document No. 70572 dated October 29, 2019, as amended by Amendment No. 3, Document No. 70842 dated January 22, 2020. It is now proposed to increase the agreement amount by $1,805,000 from a total of $1,800,000 to a total of $3,605,000, to amend Attachment A, Scope of Services, and to amend Attachment B, Compensation and Invoicing.

The Parties Agree:

1. Section 3.a, **MAXIMUM EXPENDITURE** shall be replaced with the following:

   "The maximum expenditure under this Agreement shall not exceed $3,605,000. 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 promptly notified in writing. District and Service Provider must approve an amendment to this Agreement before additional fees and costs are incurred."

2. **ATTACHMENT A**, **SCOPE OF SERVICES** shall have the following added:

"**13. Phase 2 Implementation and Phase 3 Requirements Scope**

I. PHASE 2 AND PHASE 3 (REQUIREMENTS) INTRODUCTION

   A. This Scope of Services ("SOW") is for **Deloitte Consulting LLP.** ("SERVICE PROVIDER") to continue implementing Phase 2 (Collectively known as PHASE 2 IMPLEMENTATION) of the San Diego Unified Port District's ("DISTRICT") enterprise Customer Relationship Management System ("CRM") on the **Salesforce platform**. The objective of the

Salesforce Program is to create a world class customer experience for anyone who consumes District services in a cost-effective way - keeping customer data secure while affording streamlined accessibility to District information and services. The solution will, as defined by the Specifications under this SOW, employ web forms and work flow management, lead and opportunity management, communications, and reporting tools combined with a knowledge base of frequently asked questions; enabling District staff to optimize their responses to customer queries from all types of media and streamline Maritime business development processes.

B. In addition to Salesforce implementation services, the Service Provider will work with the District's Real Estate Department to complete a thorough process assessment designed to inform the development of functional requirements and the Scope of Services for Phase 3 of the District's Salesforce Program (Collectively known as PHASE 3 REQUIREMENTS).

II. PHASE 2 AND PHASE 3 (REQUIREMENTS) SCOPE OF WORK

1. Overview

A. Through high-level discovery sessions held with the District's Maritime, Human Resources ("HR"), and Real Estate Departments, Service Provider has identified the tasks to be undertaken as part of the services provided with this SOW. Service Provider has identified migrating Maritime to an enterprise-grade Salesforce CRM system to support sales and berthing permit processes, adding self-service capabilities for Public-facing Human Resource requests PHASE 2 IMPLEMENTATION, and developing a clear vision for the District's Real Estate/Lease Management processes on Salesforce as key objectives for PHASE 3 REQUIREMENTS.

B. The project's scope will include aspects of account and contact management, lead and opportunity management, case management, internal and external communications, knowledge management, and enhancements to the District's online Public self-service Portal implemented during Phase 1. For Maritime and Human Resources, Service Provider will, in consultation with the appropriate stakeholders from the District, define detailed system requirements (in the form of "User Stories" and "Acceptance Criteria"), design the systems architecture, develop the system, integrate with legacy and new 3rd party applications as identified in this document, conduct thorough testing, and deliver the appropriate training curriculum to allow for a smooth transition for the District and its users. For Real Estate, Service Provider will facilitate a series of workshops and meetings with Real Estate, Finance, and IT stakeholders dedicated to mapping out current Lease Management-related business processes, understanding SAP-related technical and financial dependencies, developing to-be process flows, and defining detailed functional requirements and the scope of services for PHASE 3 REQUIREMENTS of the District's Salesforce Program, which will be focused on Lease Management for the Real Estate Department.

C. Finally, the scope of this contract will also include maintenance and enhancement support for the solution implemented in Phase 1. This support will include incident resolution for issue that's occurred in the Production environment, as well as a bucket of hours that the District can use towards enhancements to the Phase 1 solution. Details on these services are described in Section 10. ("Phase 1 Maintenance and Enhancement Support") of this SOW.

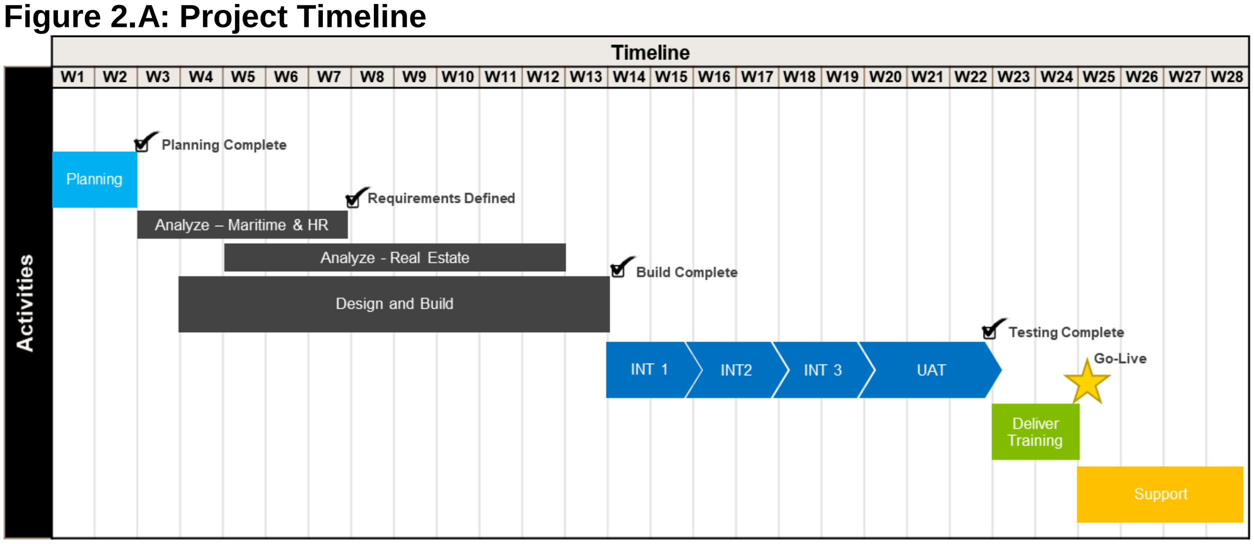
D. Throughout the project, Service Provider will require the District's assistance with certain activities which are defined in the roles and responsibilities section below, along with others that may be identified and agreed upon during the course of the engagement. Further details on the project's scope are provided in the subsequent sections.

2. Timeline and Deliverables

A. Timeline

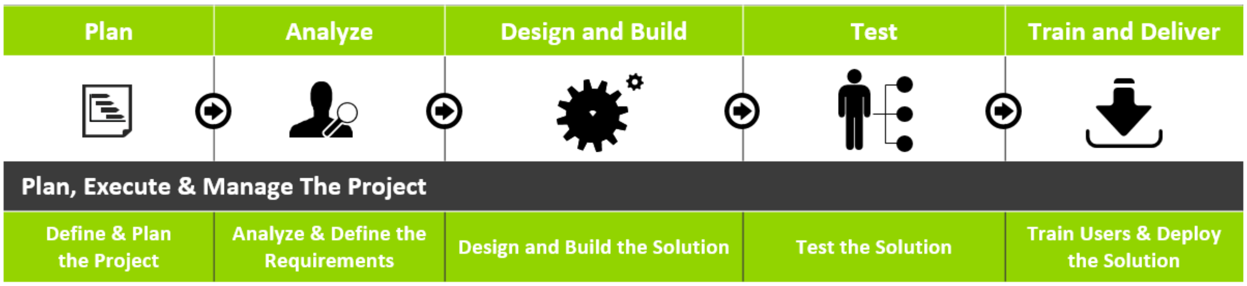
a) Based on the high-level requirements gathered during the initial discovery meetings, Service Provider has estimated that approximately **28 weeks** will be required to deliver this SOW using a Hybrid Agile approach. This SOW is tentatively scheduled to begin on or after **February 12, 2020.** We provide a high-level project timeline in the figure below:

Figure 2.A: Project Timeline



The purpose of each of these phases is outlined as follows:

Figure 2.B: Project Phase Overview



B. Plan

a) Service Provider and the District will develop and refine the project plan, so that both parties have a detailed understanding of the timing of key activities and an opportunity for making adjustments that conform to the high-level Project Timeline depicted in Figure 2.A above. The planning phase will also be used to finalize the tools and engagement model to be used throughout the rest of the project, although they will most likely be identical to those used during Phase 1.

C. Analyze

a) Service Provider will begin the project with the Analyze phase where we will conduct process deep dives to define detailed department-specific functional requirements (in the form of “User Stories” and “Acceptance Criteria”), which will be refined and approved by the District. Once approved, a brief requirements analysis will be completed to validate assumptions made during initial project scoping. If necessary, Service Provider will then work with the District’s project leadership team to refine the project’s scope, adjust priorities, and reallocate resources as required (for example – if feedback from the users coming out of the deep dives indicate that more effort and resource effort is required in a particular area, and less in another, we will work with the District to alter the plan through the agreed upon Change Order Process described in Section 13.

b) For the Real Estate Department, the Analyze Phase will be extended to 8 total weeks to allow for enough time to understand current state processes, deep dive into Finance-related SAP requirements, develop a detailed future state vision (including to-be process flows and Salesforce functional requirements), and complete the Phase 3 Scope of Services document as part of PHASE 2 REQUIREMENTS.

D. Design and Build

a) Service Provider and the District will conduct a series of Design and Build sprints in order to iteratively develop design specifications and configure the application based on the detailed requirements captured during the Analyze phase and feedback from key stakeholders during design and build sessions. In addition, Service Provider will perform systems unit testing throughout this phase to ensure the solution is ready for Integration Testing with District users. Note: This phase applies only to Maritime and Human Resources.

E. Test

a) The Test Phase will be broken up into 2 distinct sub-phases: Systems Integration Testing ("SIT") and User Acceptance Testing ("UAT"). System Integration Testing will be managed by Service Provider but executed by District testers to verify the solution and its integrations are functioning as intended and to validate all functional requirements have been met. User Acceptance Testing will be managed by the District and focused on testing full end-to-end business scenarios to verify system usability and culminate with user acceptance sign-off. Note: This phase applies only to Maritime and Human Resources.

F. Train & Deliver

a) Service Provider will manage the development of the training plan, curriculum, and training materials. This will include conducting train-the-trainer sessions and supporting end-user training. In addition, we will support the District in preparing for go-live by conducting necessary go-live preparation and deployment activities. Deployment activities consist of environment readiness, completion of end-user training, data conversion, and system smoke testing. Note: This phase applies only to Maritime and Human Resources.

G. Support Phase

a) After deployment, the project will transition into a support phase where the project team will support the District in the new environment. Service Provider will provide this support phase for 4 weeks after the go-live date. Activities during this phase consist of completing critical and high bug fixes and if capacity permits, deploying of minor enhancements. Note: This phase applies only to Maritime and Human Resources.

H. Milestone Deliverables

a) The table below (Figure 2.C) provides a detailed overview of the milestone deliverables that will be developed and delivered to the District over the course of the engagement.

Figure 2.C: Milestone Deliverable Expectations

	Deliverable Title	Deliverable Expectations
1	**Project Scope Document**	The purpose of the Project Scope Document is to define the project scope in terms of key functions that will be a part of the PHASE IMPLEMENTATION project. This milestone deliverable should include: • Project overview, including a description of the product of the project • Goals of the project • High-level timeline • High-level scope definition (later to be superseded by the Requirements Document deliverable) • List of project deliverables • Deliverables delivery and payment schedule • List of exclusions from scope • Key project stakeholders • Roles and responsibilities • Assumptions • Constraints • Risks
2	**Project Management Plan**	The purpose of the Project Management Plan is to define the project organization, approach and timeline, work planning and controls, resource management, and communication plans. The Project Management Plan is approved by the District and is maintained throughout the life of the project. The Project Management Plan should be documented and include the following: • Detailed Project Plan • Risk and Issue Management Plan • Scope/Requirements Management Plan • Change Management Plan (outlining the change control process) • Quality Management Plan

		• Resource Management Plan • Configuration Management Plan • Communication Plan
3	**Testing Strategy**	The purpose of the Test Strategy Document is to provide a common understanding of the testing phases, testing documentation, roles and responsibilities, tools and accelerators from our Hybrid Agile methodology. Service Provider's traditional testing approach takes a common tactic to documenting test cases regardless of the type of test. This provides a single source of truth for the data related to testing including defect tracking against original requirements. Testing types to be executed are: • Functional Unit Testing – to be executed during Design and Build Phase • Systems Integration Testing – to be executed during Integration Test Cycles • User Acceptance Testing – to be executed during User Acceptance Testing Cycles Sign-off requirements for each test phase will be documented and approved in the Testing Strategy Deliverable
4	**User Story and Acceptance Criteria Document for Maritime and HR**	Once the functional deep dives are completed in the Analyze Phase, the department-level process details and requirement information gathered will be analyzed and assembled into the User Story and Acceptance Criteria Document. The purpose of the User Story and Acceptance Criteria Document is to accurately define what is needed by the District from the solution, in detail. This document will be used by the development team to build the solution during the Design and Build Phase. Additionally, the User Story and Acceptance Criteria Document will be referenced extensively by the functional team during Design and Build sessions and during the Testing Phase to confirm that the solution being delivered meets the specifications of the District and the involved departments. User Story and Acceptance Criteria Document will include: • User Stories defined by each department or sub-department group

		• Each User Story will be linked to 1 or more Functional Requirement(s)/Acceptance Criteria • Unique IDs for each User Story and Functional Requirement/Acceptance Criteria for tracking purposes
5	**Training Approach Document**	The purpose of the Training Approach Document is to define the methodologies, documentation, tools, and anticipated training courses required to enable future end users to utilize and operate the system. This document will include: • Identification of key audiences and user groups • Learning objectives by user group/functions • Details on the training materials to be produced • An overview of the train the trainer methodology • Logistics requirements for Training (resources, rooms, and equipment) • High-Level training roll-out schedule • Training evaluation approach • Key success factors
6	**Conversion & Integration Approach Document**	The purpose of the Conversion and Integration Approach document is to define the processes, tools, and resources involved with Data Conversions and Integrations. This document will include: • Definition of key conversion activities • Conversion timeline • Object/Table-level conversion scope by application • Detailed RACI matrix for conversion activities • Definition of key integration activities • Integration timeline • Integration scope by application • List of assumptions and risks related to Conversions and Integration
7	**Phase 3 Scope of Services Document**	The PHASE 3 REQUIREMENTS Scope of Services Document will be the final output of the extended Analyze Phase for the Real Estate Department. The purpose of this deliverable and its contents is to document current state Real Estate processes and provide the District with a detailed PHASE 3 REQUIREMENTSSOW, ready for Board review and approval.

		The PHASE 3 REQUIREMENTS Scope of Services Document will include: • Project Timeline • Department and Process Scope • Application Scope • Integration Scope • Conversion Scope • Reports Scope • Testing Scope • Training Scope • Detailed PHASE 3 REQUIREMENTS Functional Requirements • As-Is Real Estate Process Flows • To-Be Real Estate Process Flows • To-Be Solution Architecture Diagram • Cost Proposal
8	**Completion of Build and Solution Design Documents**	When the Build of the solution is complete, the Solution Design Documents will be developed to provide information on critical design details captured throughout the Design and Build Phase mapped back to the original User Stories captured in the Requirements Document. Design and Build sessions with internal District employees (and external customers, if requested) are necessary to inform development of this document and the corresponding design decision points. Coordination with the District's Web Team may be necessary to adhere to the District's Web Design Guidelines and templates. The Solution Design Document will consist of: • Detailed overview of all custom UI components (internal and external) • Extract of detailed design requirements and decisions captured during the Design and Build Phase mapped back to the District's User Stories
9	**Functional Unit Testing Sign-Off**	Functional Unit Testing will be performed by the Service Provider team throughout the Design and Build Phase to confirm that all individual software components are functioning as defined in the User Story and Acceptance Criteria Document, and to verify that functionality is ready

		for Integration Testing by the District. Additionally, Functional Unit Testing will enable the development of Integration Test scripts which will be loaded into the designated testing tool prior to the start of Integration Testing. Functional Unit Testing sign-off criteria will be defined in the Testing Strategy deliverable.
10	**Systems Integration Testing & Sign-Off**	Systems Integration Testing (SIT) will be managed by Service Provider but executed by testers identified by the District. The purpose of Integration Testing is for the District to confirm that the solution and its integrations are working properly, and that it has been built in accordance to the requirements defined in the Requirements Document. Integration Testing sign-off criteria will be jointly defined by the District and Service Provider in the Testing Strategy deliverable.
11	**Final Solution User Acceptance Testing & Sign-Off**	Final Solution User Acceptance Testing (UAT) will be managed and executed by the District, with support from Service Provider. The purpose of User Acceptance testing is for the District to validate all system operations and to verify that users can execute critical end-to-end business scenarios. The completion of Final Solution User Acceptance Testing indicates the District's approval of the solution built. User Acceptance Testing sign-off criteria will be jointly defined by the District and Service Provider in the Testing Strategy deliverable.
12	**Deployment Checklist, Sign Off & First User Live**	The purpose of the Deployment Checklist is to confirm that all components of the project are ready to be deployed. The checklist that is developed will provide the project team with a tool to validate successful deployment of the solution. Items to include but not limited to: • Completion of User Acceptance Testing • Adherence to the District's Change Control Process (outlined in Appendix D) • Provision Production Environment • Stage environment code back up • Configuration migration from Stage environment • Code base migration from Stage environment • Data migration status (by object) • Production environment smoke testing
13	**Support Period Report**	The purpose of the Support Period Report is to provide the metrics related to types of incidents being reported about the system by its users. This report will include a breakdown of incidents by priority, department, and time.

		In addition, the Service Provider agrees to follow the District's Change Control process outlined in Appendix D when deploying changes to Production.

I. Milestone Deliverable Acceptance Process

a) The District and Service Provider will follow the Deliverable Acceptance process outlined below for each of the milestone deliverables that are defined as part of this document and corresponding Payment Schedule.

b) The District will approve each milestone deliverable that conforms in all material respects with the expectations defined in Figure 2.C or as otherwise agreed in writing by the parties (including in mutually agreed deliverable acceptance criteria) (the "Specifications"). If the District does not accept the deliverable because it does not conform in all material respects within the Specifications, the District must reply to Service Provider with all deficiencies in writing, by no later than ten (10) business days after the request to sign-off a milestone deliverable has been delivered to the District. Such correspondence must include all the deficiencies preventing acceptance, with reference to the applicable Specifications (the "Deficiencies").

c) Service Provider will complete corrective actions for the milestone deliverable to conform in all material respects to the applicable Specifications. District will complete its review of the corrected milestone deliverable and notify Service Provider in writing of acceptance or rejection in accordance with the foregoing provision.

d) An approved Milestone Deliverable Acceptance Form (outlined in Appendix B), signed by both parties, must be submitted with each invoice; provided that approval of a milestone deliverable will be deemed given by District if District has not delivered to Service Provider a notice of Deficiencies for such milestone deliverable prior to the expiration of the period for District's review thereof as set forth in this Section, or if District uses the milestone deliverable in production (and in such case, the approved Milestone Deliverable Acceptance Form will not be required prior to invoicing).

e) To the extent that any milestone deliverable has been approved by District at any stage of Service Provider's performance under this agreement, Service Provider will be entitled to rely on such approval of that specific deliverable for purposes of all subsequent stages of Service Provider's performance under this agreement. The District agrees that, in the event an approved milestone deliverable differs from the Specifications for such milestone deliverable, the Specifications will be deemed modified to conform to such approved milestone deliverable.

3. Department and Process Scope

A. The services provided with this SOW will be focused on account and contact management, lead and opportunity management, task and activity management, case management, berthing permit management, online payments, and communications related to these processes (to be defined during the Analyze Phase). Additionally, Real Estate's Lease Management processes will be thoroughly reviewed/assessed in order to develop the PHASE 3 REQUIREMENTS Scope of Services Document.

B. The below table outlines the capabilities that are in scope for PHASE 2 IMPLEMENTAITON and PHASE 3 REQUIREMENTS, the proposed application to support each capability (if applicable), and the in-scope department(s) by capability.

C. The specifics of the application scope, integration scope and conversion scope for existing District data will be discussed in more detail in Sections 4, 5, and 6.

Figure 3.A: Overview of Process Scope by Department and Application

	Capability	System/ Application	Departments in Scope
1	**Account and Contact Management**	Salesforce Cloud Platform	Maritime, Real Estate
2	**Lead and Opportunity Management**	Salesforce Sales Cloud	Maritime, Real Estate
3	**Task and Activity Management**	Salesforce Cloud Platform	Maritime, Human Resources
4	**Case Management**	Salesforce Service Cloud	Maritime, Human Resources
5	**Berthing Permit Management**	Salesforce Service Cloud	Maritime
6	**Online Payments**	Authorize.Net	Maritime
7	**Communications**	DocuSign, Twilio	Maritime, Human Resources
8	**Lease Management**	N/A – Lease Management will be implemented as part of Phase 3.	Real Estate

D. Account and Contact Management

a) Service Provider will be extending Phase 1 Salesforce platform capabilities to support Maritime and Real Estate's Contact and Account management requirements. The proposed solution will replace the District's SharePoint-based iCRM application that is currently in development.

E. Lead and Opportunity Management

a) Service Provider will utilize Salesforce Sales Cloud to provide Lead and Opportunity Management for Maritime and Real Estate. District employees will use Leads to track and quality prospects, which can be converted to Accounts, Contacts, and Opportunities to build sales pipelines. District employees will be able to follow their defined sales process/methodology to qualify leads and track status of each opportunity.

F. Task and Activity Management

a) Service Provider's proposed Salesforce solution will allow District employees to create and manage Tasks and Activities. Tasks and Activities can be related to different records such as Contacts, Leads, etc. They can be viewed in a timeline in those related records as well. District employees will be able to update existing tasks and activities, assign them to others, and set up reminders.

G. Case Management

a) Service Provider's proposed Salesforce solution will also be able to handle intake and creation of support cases. The Public will be able to create cases by calling the District or using the proposed self-service Portal on the District's website. District employees will be able to track the status of cases from Salesforce. For PHASE 2 IMPLEMENTATION the case types include Human Resource's Employment Verifications, Employee Recognition/Complaints, and Public HR Requests (e.g. Job Application Status). Additional case types may be identified and assessed for inclusion during the Analyze Phase.

H. Berthing Permit Management

a) Service Provider will implement Maritime's berthing permit management processes using Salesforce Service Cloud, leveraging the permitting functionality that was deployed for Parks and Special Events in Phase 1. This process will include availability checks, booking reservations, document/contract generation, collection and e-signature using DocuSign, account management, and a self-service portal for viewing account balances and making payments. This will include an integration with SAP FI to fetch financial information and display within Salesforce.

I. Online Payments

a) Service Provider will incorporate online Credit Card payments as part of the District's berthing permitting processes. Salesforce will only be used to pass data into the payment gateway and to indicate whether (or not) the payment was executed successfully. Salesforce will not be used as an accounting/bookkeeping application or for financial reporting, but it will be directly integrated with the District's financial system to support the viewing of account balances and making payments. The payment gateway will act as the broker of payment information by passing payment data to the bank for processing, providing payment status updates to Salesforce, and posting successful payments in the District's financial system. This will allow for a single point of truth for all payment information for downstream systems.

J. Communication

a) Service Provider will be implementing communications capabilities as part of this contract. These include communications with the Public for case status updates, reservation confirmations, and other such tasks. While Salesforce can communicate with users using its basic email communication feature, Service Provider recommends using DS Gen or DocuSign to support the District's communications requirements. DS Gen and DocuSign support more advanced email communication capabilities which may better and more easily support the District's requirements.

K. Lease Management

a) Service Provider will lead an extended Analyze Phase with the Real Estate Department in order to clearly define the Scope of Services for the PHASE 3 REQUIREMENTS Lease Management implementation. The Service Provider will work closely with District stakeholders to document current Lease Management business processes, determine what processes should be moved/migrated from SAP to Salesforce, and develop detailed functional requirements for PHASE 3 REQUIREMENTS. This area will focus on lease obligation abstraction, tenant self-service capabilities (e.g. service requests, rental payment portal, etc.), and tie in with the District's Asset Management processes.

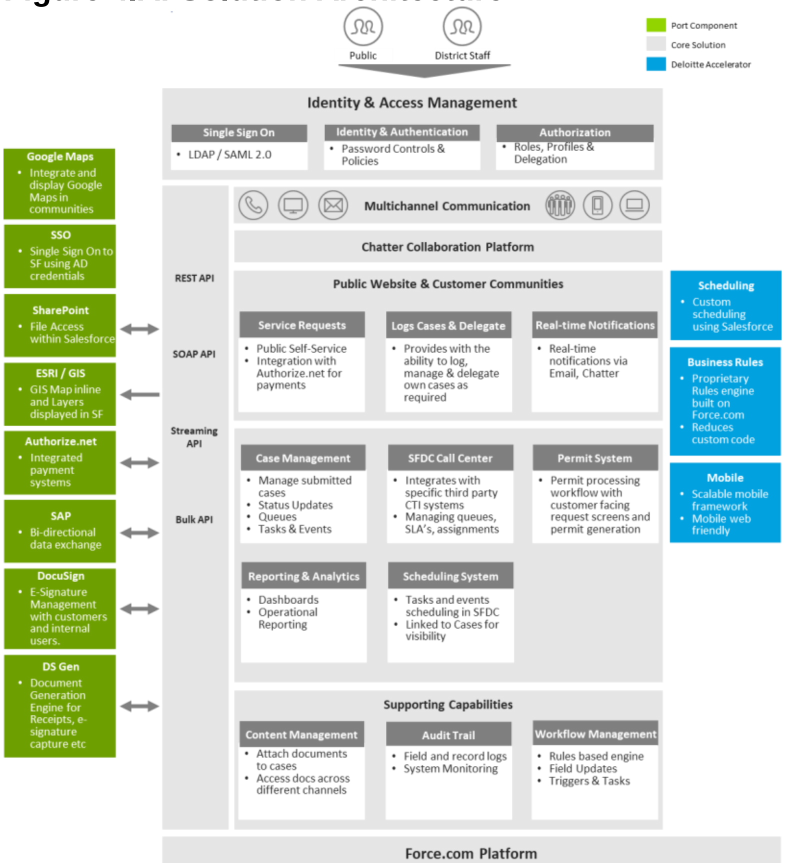
4. Application Scope

A. Application Landscape

a) Service Provider will use Salesforce Sales and Service Clouds as the primary applications for PHASE 2 IMPLEMENTATION. Third-party applications providing additional features (outlined in Section

5 – Integration Scope) will be integrated with Salesforce by Service Provider and the District's existing vendors, further defined in the roles and responsibilities section below. A high-level diagram of the application architecture is included below:

Figure 4.A: Solution Architecture



B. Applications to be Implemented

a) The Salesforce application will be configured to enable the District to handle the processes highlighted in Table 4.B below. Additional processes may be identified during the Analyze Phase and may be brought into scope after assessing level of effort and by following the change control process (outlined in Section 13).

Figure 4.B: Applications to be Implemented

	Process	System/ Application
1	**Account and Contact Management**	Accounts and Contacts Management was initially implemented as part of Phase 1 but will be extended to support the needs of the Maritime and Real Estate Departments. This functionality is built on the core Salesforce platform.

2	**Lead and Opportunity Management**	Salesforce Sales Cloud will be implemented for Maritime and Real Estate departments' Lead and Opportunity Management requirements to support its sales processes.
3	**Task and Activity Management**	Task and Activity Management process will be set up through the Salesforce platform for Maritime and Human Resources to support productivity.
4	**Case Management**	The Case Management processes that were initially developed as part of Phase 1 will be extended to include HR's Employment Verifications, Employee Recognition/Complaints, and General HR Requests (such as requests for Job Application status checks). These will be developed on Salesforce Service Cloud.
5	**Berthing Permitting Management**	The Salesforce-enabled Parks and Special Events permitting application developed during Phase 1 will serve as the foundation for Maritime's Berthing Permitting Management solution.
6	**Online Payments**	To support online payments for Maritime's Berthing Permitting processes, an integration will be developed with the District's existing, API-enabled payment gateway.
7	**Communication**	To support internal and external communication requirements, out-of-the-box Salesforce platform capabilities will be configured. Should more advanced email templates or text message reminders be required, third-party applications such as DocuSign for e-signatures and DS Gen for document generation may need to be leveraged.

C. Customization Scope

a) Application customizations are more complex and take a significant amount of time to design, develop, test, and deliver. The District agrees to the following limits to system customizations as part of this SOW:

Figure 4.C: System Customization Scope

	Customization Type	Description	Max Limit
1	**Email Templates**	Email templates are customized communications templates used for internal and external email notifications, confirmations, reminders, or receipts.	30
2	**VisualForce Pages**	VisualForce pages are custom Salesforce pages which can be developed for internal or external facing data display, web-based entry forms, workflow pages, etc.	30
3	**Custom Applications**	Custom applications can be developed to support requirements or processes not supported by native Salesforce Cloud Platform functionality	5

D. Applications with Functionality to be Retired

a) As Service Provider completes the implementation of the proposed solution and the system comes into use by the District, there will be legacy systems that will have functionality retired. The anticipated systems impacted can be found in *Figure 4.D.* below. As a part of the retirement of certain functionality, the District will require conversion of certain data. Please refer to *Section 6 Conversion Scope* for more details. The below list is not an exhaustive or final list of systems with functionality to be retired but rather systems identified based on current requirements. This list may be expanded/contracted by following the Analyze Phase and the change control process (outlined in Section 13).

Figure 4.D: Systems with functionality to be Retired

	System with Functionality to be Retired	Replacement System	Capability	Department
1	**iCRM**	Salesforce Sales Cloud	Account and Contact Management, Lead and Opportunity Management	Maritime

5. Integration Scope

A. Service Provider understands that the District has several systems that need to be integrated and can leverage Salesforce APIs to create, retrieve, update, or delete records in Force.com from any external system that supports SOAP-based Web services, such as Java, .NET, or PHP client applications. Service Provider will be integrating the new Salesforce CRM system with the District's systems listed in the table below (Figure 5.A) as part of this SOW:

Figure 5.A: Integration Systems

	System	Application Details	Integration Details
1	**SharePoint**	SharePoint serves as the District's primary content management system going forward. It will store documents and images generated or saved as part of the processes in-scope for PHASE 2 IMPLEMENATION.	Extending the salesforce SharePoint connector interface to support access to new libraries. Salesforce will display and link to files stored in SharePoint.
2	**Authorize.Net**	Authorize.net serves as the District's current credit card payment processor.	Bidirectional API-based interface. Salesforce will pass a unique payment identifier and

		Salesforce will pass permit payment data into Authorize.net's turn-key PCI-compliant payment gateway to support online payments.	the payment amount into the payment gateway. The payment gateway will send Salesforce a payment success or failure notification to complete the payment transaction for the end user.
3	**SAP**	SAP serves as the financial system of record for the District.	Read only integration to fetch financial details related to a customer / business account and present it to the user in Salesforce.
4	**DocuSign and DS Gen**	DocuSign and DS Gen are the District's e-signature and document generation applications.	Interface to be used to generate HR's Employment Verification Documents, Maritime Berthing Permits, and Letters of Agreement.

6. Conversion Scope

A. Service Provider will be responsible for managing the data conversion activities from legacy systems listed in the Conversion table below (Figure 6.A). Service Provider will be responsible for transforming the data and loading the data into the Salesforce solution. Service Provider will provide the process for data reconciliation of source and target systems.

B. The District is wholly responsible for data cleansing activities within the identified source systems but may request Service Provider to assist on a time and materials basis (in accordance with a mutually agreed and executed Change Order). The District is wholly responsible for performing the data extraction and providing Service Provider with a copy of the source system databases for all data sets to be converted. The District is wholly responsible for validating converted data and reconciliation counts. If there are numerous source systems with overlapping data sets, the District will identify and provide a single master data set to be converted to the CRM solution.

Figure 6.A: Data Conversion Scope

	Data Source	Description of Data	Projected Volume
1	**ACT!**	Accounts, Contacts, Leads, and Opportunities from Maritime's iCRM solution	~1,300 records
2	**SAP**	Accounts, Contacts, Business Partners	~350 records
3	**Excel**	Customers, Contacts, Accounts and Opportunities	TBD

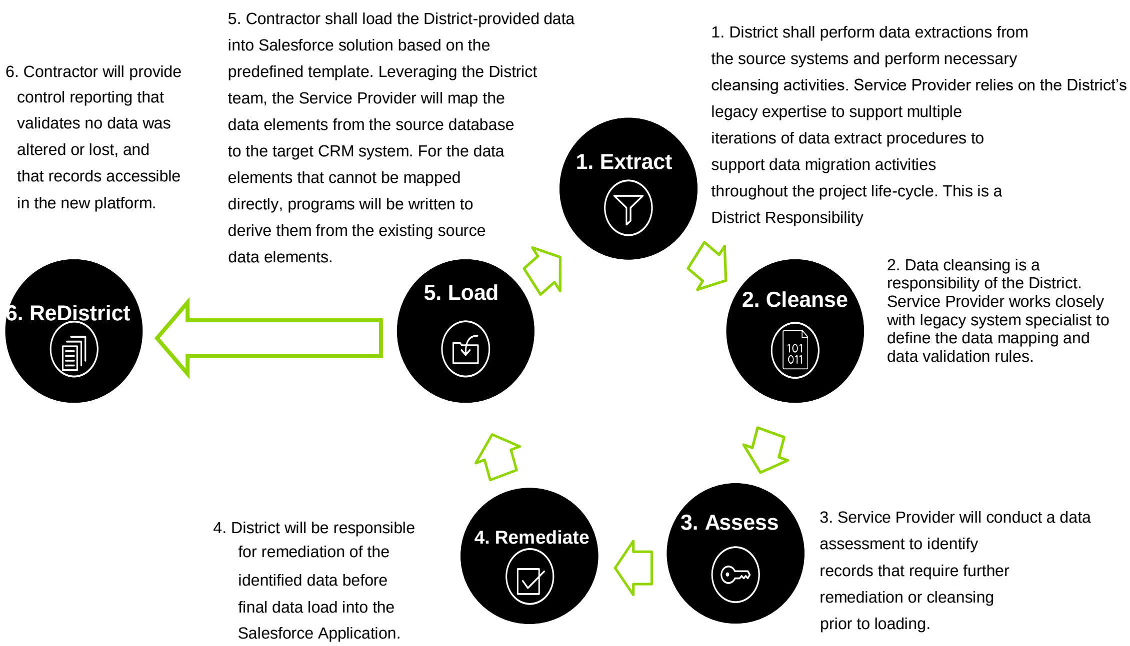
C. Service Provider will also support the conversion of up to 10 flat files or spreadsheets that support the business processes in-scope of this contract. To align with best practices, data will only be converted into the new system to the extent that the data fits into the data structure of the new Salesforce system. There will be no effort made to extend the data structure to hold data for archival purposes.

D. Data Conversion Methodology

a) During the data migration process, Service Provider will work with the key District stakeholders to detail the conversion requirements and define a Data Conversion Plan to successfully migrate legacy data into the Salesforce solution.

b) The following diagram illustrates the activities performed to complete data conversion to the new system as well as outlining the primary responsibilities for conversion:

Figure 6.B: Data Conversion Methodology



7. Reports Scope

A. Salesforce's robust out-of-the-box Reporting and Dashboards will be utilized to fulfill reporting requirements. These tools are included with the licensing of the Salesforce solution. Salesforce offers a powerful suite of analytics and reporting tools to help the District view and analyze the District's data. To help the District monitor the District's organization, Salesforce offers a wide range of standard reports, accessible in the standard reports folders on the Reports tab. Users can also create new custom reports to access exactly the information they need.

B. As part of this contract, the Service Provider will develop the following number of reports by type:

Figure 7.A: Types of Reports

	Report Type	Number	Description
1	**Standard Reports**	30	Reports or Dashboards that can be built from the Salesforce Report Builder using data that is sourced from Salesforce. These reports or dashboards require no customization, but basic configuration in the Salesforce Report Builder.
2	**Custom**	5	Transactional reports that require export format of PDF and MS Word using data that is sourced from Salesforce. Custom reports do not include Trending, Analytical, and/or non-transaction reports as these report types are not supported by the Salesforce platform and would require a specialize reporting and analytics application.

8. Testing Scope

A. In order to validate the solution meets the District's requirements, Service Provider will work with the District team members to develop mutually agreed-upon test plans, "entry criteria" and "exit criteria" that will form the basis of test "acceptance criteria" and "sign-off" procedures. Entry criteria are defined to help readiness for a particular test phase. Exit criteria validate the desired results of each test cycle.

B. To support test planning, the requirements gathered during the Analyze Phase will be mapped to business processes using User Stories, and further refined into detailed Acceptance Criteria. Using these Users Stories and Acceptance Criteria, the Service Provider will work with the District to create detailed test scenarios to define expected, measurable outcomes as the solution is being built.

C. Service Provider's design and build demo sessions will provide a cycle of "Review and Acceptance" to elicit early feedback and document the changes required prior to the start of System Integration Testing. This helps cut down on testing efforts in the Test phase.

D. Overall testing activities consist of the following:

- **Unit Testing** is the first testing activity carried out as part of the Design and Build phase and is the process of testing an individual requirement. Service Provider will be responsible for unit testing the solution prior to beginning the Test Phase.

- **Test Scenarios** are driven by User Stories and Acceptance Criteria and will include a combination of data-based and user-based scenarios which will be executed in an iterative manner. These test scenarios comprehensibly cover business process flows and will test all integrations.

- **Test Scripts** break down the Test Scenarios into step-by-step system instructions and are mapped back to User Stories and Acceptance Criteria for traceability. This enables District testers to easily execute Test Scenarios and to validate the solution meets all system requirements.

- **Integration Testing (INT)** occurs during the first part of the Test Phase. During System Integration Testing, District testers will execute Test Scripts that specifically validate that the system is performing as expected across all integration points. Additionally, as mentioned above, Test Scripts will be mapped to each signed-off system requirement to ensure complete coverage. Service Provider will be responsible for fixing defects identified by the District throughout System Integration Testing.

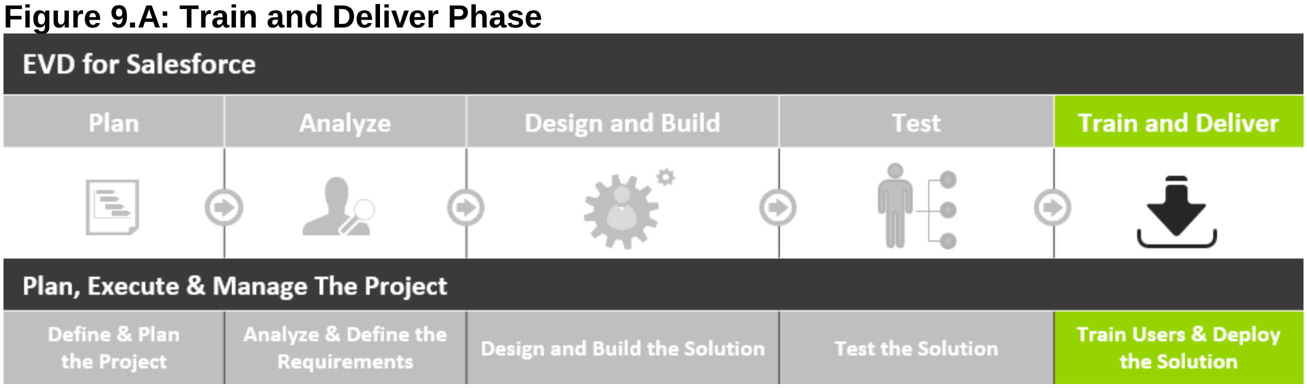
- **User Acceptance Testing (UAT)** occurs immediately after System Integration Testing has concluded. During User Acceptance Testing, the District will define and run longer end-to-end Test Scenarios to further validate the system meets system requirements and user needs. Service Provider will again be responsible for fixing defects identified during this test

- **Testing Sign-Off** requirements and procedures will be formalized as part of the testing strategy definition, developed jointly between the Service Provider and the District. The outcome will be documented as part of the Testing Strategy Deliverable due at the end of the Plan Phase.

9. Training Scope

A. Training Phase

Figure 9.A: Train and Deliver Phase



a) Service Provider understands that to implement the District's CRM solution and drive user adoption, a training strategy is required to transfer practical knowledge to the roughly 50 staff. Service Provider shall use the Train-the-Trainer Approach (described below), where Service Provider will train up to 5, District-identified trainers.

b) Service Provider and District will work together to plan and schedule the final training program to transfer practical knowledge and skills.

B. Logistics

a) To support training efforts, the District will be responsible for:

- Securing training facilities/classrooms with the capacity and capabilities (i.e. internet access, projector, printer, etc.) to support District training needs
- Securing computers that meet Salesforce's minimum performance and browser requirements (Service Provider recommends meeting Salesforce's "recommended" specifications)
- Ensuring District trainers and end-users are available during the Training Phase
- The Service Provider will be responsible for:
- Coordinating support from appropriate Service Provider technical and functional experts
- Developing training materials for District trainers and staff

C. Train-the-Trainer Training Approach

a) Service Provider understands that as business departments continue to operate, they will need to periodically conduct training for their own users as they hire new employees and transition employees from one role to another. To that extent, Service Provider supports having a robust train-the-trainer training plan to prepare users identified by the District with the knowledge and expertise to train other District employees. In addition to the train-the-trainer training that will be conducted, Service Provider will also provide the District with electronic and hard copies of the training materials and job aids to help the District's trainers with conducting future trainings themselves.

b) Service Provider will facilitate train-the-trainer training for up to 3 staff, including super users, through instructor-led-training (sample curriculum outlined below in Figure 9.B). District Training staff will then deliver training to end users by department or functional user group with the support of Service Provider.

Figure 9.B: Sample Train-the-Trainer Training Curriculum

	User Group	Proposed Courses	Total Training Duration
1	**District Trainers**	Salesforce Basic Navigation Service Requests Sales Cloud Berthing Permitting Reports Dashboards Scripts, Troubleshooting, and Help Guides	Up to 12 hours

	Course Name	Modules	Training Hours	Format
1	**Salesforce Basic Navigation**	Access and login Navigating the system System functionality overview System analysis capabilities overview	Up to 1 hour	Instructor-Led Training
2	**Service Requests**	Creating, modifying and cancelling service requests Workflows (accepting and routing service requests) Querying service request statuses Resolving service requests	Up to 4 hours	Instructor-Led Training
3	**Sales Cloud**	Creating and managing Leads Converting Leads to Opportunities Creating and managing Leads Creating and managing Tasks and Activities	Up to 4 hours	Instructor-Led Training
4	**Berthing Permitting**	Availability Checks Reservations (short-term and long-term) Account Management Account Balances and Payments Permitting Workflow	Up to 4 hours	Instructor-Led Training
5	**Reports**	Prebuilt reports Modifying queries and reports Creating queries and reports	Up to 2 hours	Instructor-Led Training
6	**Dashboards**	Dashboard overview Customizing your dashboard	Up to 1 hour	Instructor-Led Training

7	**Scripts, Troubleshooting and Help Guides**	Accessing scripts Using troubleshooting and help guides	Up to 1 hour	Instructor-Led Training

D. Other Training Considerations

a) Training will be conducted in the UAT environment using District data, configuration settings, and terminology. The Service Provider will work with District staff, District trainers, and District super users to validate the training scenarios to be used for training delivery, demonstrations, practice, and training evaluation.

b) District staff and supervisors will need to work together to ensure training sessions are scheduled within the Training Phase, to ensure it is as close to system Go-Live as possible to minimize knowledge loss between training and system use.

c) If after training the Go-Live date is significantly delayed by more than 30 days and it is determined to be directly caused by Service Provider’s sole fault or actions, the Service Provider will coordinate abbreviated refresher training to reaffirm core concepts and repeat course evaluations to confirm staff have retained the key knowledge, skills, and abilities they need to effectively use the new system.

10. Phase 1 Maintenance and Enhancement Support

A. With Phase 1 of the Salesforce Program completed, the PHASE 2 IMPLEMENTATION Scope of Services also include support for the Phase 1 solution. This support will consist of Production Incident Management as well as a bucket of hours that the District can use to deploy enhancements to the Phase 1 solutions. Details on these services are outlined in the sections below:

B. Production Incident Management

a) The Service Provider will provide application management services for the deployed Phase 1 system including incident tracking, prioritization, resolution and management. The PHASE 2 IMPLEMENTATION onsite team members will share the responsibility for triage and support based on incident priority and will work with dedicated development team to triage the incident in detail, understand the root cause, identify the level of effort (LOE) to build and test the fix and assign the fix to an upcoming sprint based on LOE. The incident resolution process will require active participation from the district IT team to work hand in hand with the service provider team member in clarifying requirements where required, prioritizing incidents and testing or coordinating testing of the incidents that are resolved in lower environments and production post-deployment. The team will prioritize the incidents logged based on impact and priority to the business and will indicate any change in priority on the incident management system. The service provider proposes continued use of the Tracker Salesforce sandbox to create and manage incidents.

b) The support team will also monitor the live production environment and identify any potential issues to be resolved and maintain lower environments for development of incident fixes.

C. Enhancement Support

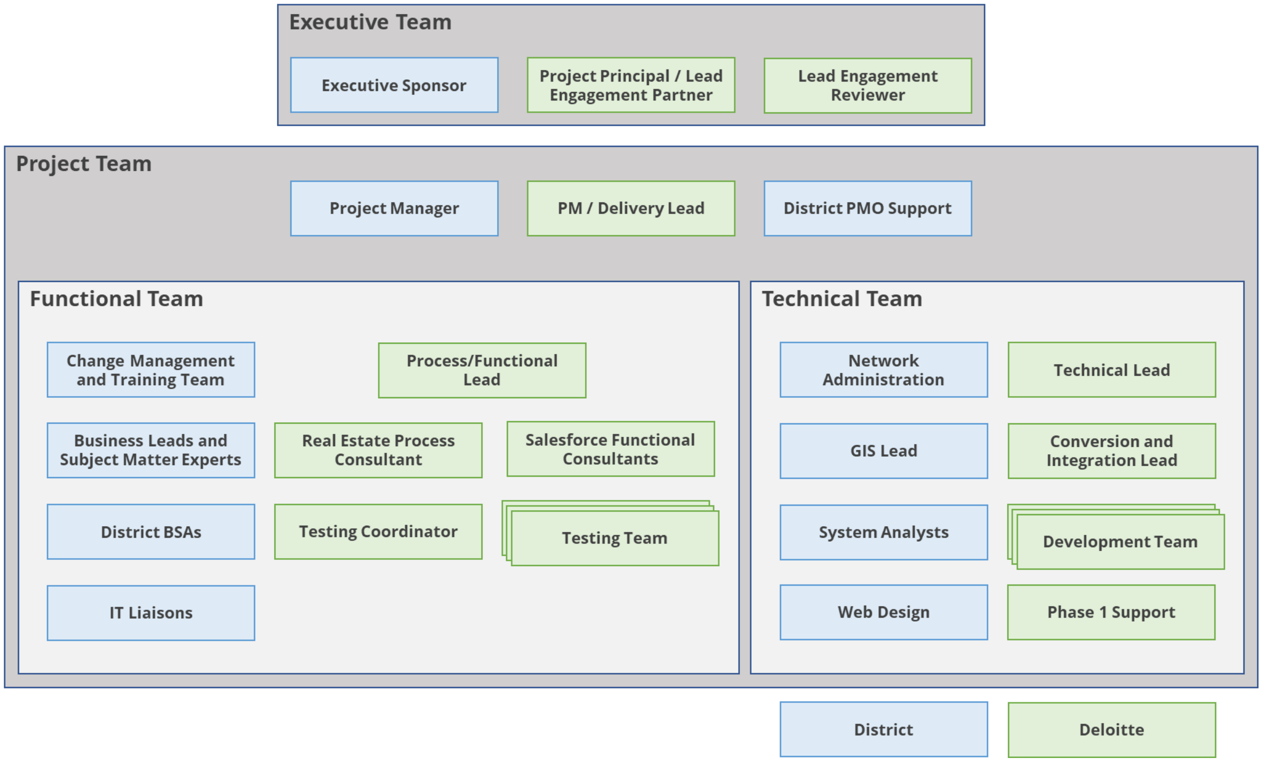
a) The team dedicated for support will also work on resolving enhancements to the solution when there are no active defects to be resolved or when the enhancement is prioritized higher. The district will be responsible for identifying and clarifying requirements and the service provider will be responsible for technical design, level of effort estimation, sprint allocation, development and unit testing. Functional testing in lower environments and production validation will be the district's responsibility.

b) Any enhancement that is larger than 120 hours of development LOE will require a separate dedicated project team to deliver and can be requested as a Change Request (outlined in Section 13).

11. Project Org Chart

A. This section describes the organizational structure of the project team and identifies key roles along with their responsibilities throughout the project. Through this structure, the Service Provider and District will establish the project processes and key decision makers that will facilitate rapid decision making and promote clear communication channels. Service Provider and District will jointly promote a clear and unified direction across the project. The figure below depicts the organization structure for the proposed team to deliver the CRM project.

Figure 11.A: The CRM Project Organizational Chart



B. Each team is held accountable to complete their respective deliverables and activities to achieve the overall objectives of the project.

Figure 11.B: The CRM Project Team Responsibilities

	Team	Responsibilities
1	**Executive Team**	The executive team is involved in monitoring project progress and addressing implementation, resource, change management, and risk issues.
2	**Project Management Team**	The Project Management team will utilize best practices and standards to develop the approach and provide the assets for effective project management throughout the engagement. The Project Management Team is ultimately responsible for the day to day execution of the project.
3	**Functional Team**	**Business Analysis** – Facilitate the requirements gathering and management process, conduct the business event analysis, perform business process re-engineering and design, define process controls and key procedures, and support the package configuration. **User Experience** – Conduct user research and design sessions to confirm the end solution meets the Districts. **Quality Assurance** – Execute the structured evaluation of the developed solution, including functional and technical capabilities, against the agreed upon requirements and design. Facilitate performance testing and user acceptance testing prior to the go/no-go decision.

		Org Change and Training – Address adoption and sustainability of the change initiatives and effort. Work to develop an integrated approach to communications, perform stakeholder engagement, conduct business preparation activities, prepare and deliver training, and support transition.
4	**Technical Team**	**Application Development Team** – Perform solution technical design, complete technical development and unit testing of the solution's components, including Salesforce.com and other boundary systems with which Salesforce.com will leverage and be integrated. **Solution Architecture & Deployment** – Create enterprise architecture to match business need to technology capabilities and constraints. Coordinate and execute the deployment activities to smoothly transition to the new solution, including go/no go readiness and post-production stabilization. **Integration and Conversion Team** – Responsible for the design, development, and unit testing of integrations and conversions as part of the SOW. **Phase 1 Support** – Responsible for the maintenance, support and enhancement of Phase 1 application.

Service Provider Roles and Responsibilities

Figure 11.C: Service Provider Project Member Responsibilities

	Project Role	Team	Responsibility
1	**Project Principal**	Executive Team	• Overall point of contact for the project • Responsible for the successful completion and delivery of the project • Lead Change Order discussions with the District • Provide guidance and direction to the Project Manager • Attend Executive Team meetings • Provide leadership and direction across the project teams • Develop the approach and provide the assets for effective Project Management
2	**Project Manager / Delivery Lead**	Project Management	• Overall project manager responsible for day to day project execution • Oversee project work streams, quality, financials, staffing, methods, standards and guidelines for the project

			• Work closely with the work stream leads to confirm that the solution will meet business and technical requirements • Manage project issues, risks, deliverable quality, status reporting, and overall communications • Attend process reviews, engagement reviews, and senior management reviews for the various project work streams
3	**Process / Functional Lead**	Functional	• Oversees all project workstreams • Set development priorities • Attend process reviews, engagement reviews, and senior management reviews for the various project work streams
4	**Testing Coordinator**	Functional	• Develop training strategy and plan • Create training curriculum and materials • Facilitate Train-the-Trainer sessions
5	**Process Consultant**	Functional	• Facilitate the requirements gathering and management process • Conduct the business requirement analysis • Perform business process re-engineering and design • Define process controls and key procedures • Support solution configuration
6	**Real Estate Process Consultant**	Functional	• Facilitate the requirements gathering and management process • Conduct the business requirement analysis • Perform business process re-engineering and design • Define process controls and key procedures
7	**Conversion and Integration Lead**	Technical	• Develop the solution for integrating the application to the boundary and corporate systems • Develop work assignments for the integration team • Monitor delivery on-time and with high quality

			• Establish integration standards and transaction protocols for consistency and reusability
8	**Technical Lead**	Technical	• Craft the overall solution architecture • Oversee and provide guidance to the functional and technical teams on the architectural elements of the solution throughout project life cycle • Develop the deployment and cutover plan and oversee execution of the deployment plan • Lead execution of cutover and solution deployment

12. Assumptions

A. Over the course of this project, Service Provider will assume certain working assumptions which it will employ for all decision making. The assumptions for the project are listed below:

B. General Assumptions

Figure 12.A: General Assumptions

ID	Assumption
1	The Service Provider team will work onsite at District offices and remotely at Service Provider offices. When working at District offices the District will provide a reasonable amount of meeting space, conference rooms and workspaces for the Service Provider team to work effectively.
2	The District will provide access to all stakeholders in a timeframe supportive of the project plan and deliverable timeframes for subject matter input, decisions and clarifications.
3	The District will facilitate all communications with their existing system vendors regarding integration and conversion. This includes issue resolution and defect and integration aspects that need to be handled or escalated to facilitate sprint, testing, or deployment timelines.
4	The four system environments – Development/configuration (DEV), Testing (TEST), User Acceptance/Training (UAT), and Production (PROD) are included as a part of the license agreement between the District and Salesforce.com. Depending on data conversion requirements this may require additional full-scale DB environments at additional cost to ensure testing accurately reflects production go-live realities.
5	Backup and storage for the cloud hosted environment is provided as a part of the license agreement between the District and Salesforce.

6	Planning and execution of User Acceptance Testing (UAT) is the responsibility of the District. Service Provider will support the District in the UAT process, but execution will be the responsibility of the District.
7	Modification to the schedule resulting from delays in business decisions or reasonable availability of District staff may impact the project timeline, ability to complete Deliverables, and fees described herein.
8	Service Provider and the District will work together, upon establishing a firm start date for the project, to establish specific dates for activities, deliverables, and milestones, including the go-live date; additionally, items to be considered for accommodation will include District holidays, District alternate work week schedule, District resource availability, etc.
9	The District will provide Service Provider the required access privileges such as logins and password to all District systems that will be converted from and integrated to. Access shall be provided in a timely and efficient manner within client security protocols. Delays in technical team access can delay overall timelines in critical phases so ensuring an efficient process for registration and access changes is key.
10	Project will receive support of District leadership through the life of the Project
11	The Project will receive required funding from the District Leadership Team
12	There could be business process changes as a result of the Project
13	The software identified for the Project will work as specified by the software vendor
14	Service Provider will not be building out new GIS Services for the District. Contractor will require the District's support in providing any GIS services that may be required for the project
15	District is responsible for managing all activities related to the retirement of their legacy applications and/or functionality

C. Application, Integration and Conversion Assumptions

Figure 12.B: Application, Integration and Conversion Assumptions

ID	Assumption
1	Service Provider will develop the required interfaces as outlined in *Section 5* of this SOW. The District will be responsible for providing the corresponding interface functionality from the incumbent District applications. The list of in-scope integrations is highlighted in *Section 5* of this document.
2	Conversion of historical data is limited to the data sources listed in *Figure 6.A* of this document. Changes to this list (addition or subtractions) will be handled via the Change Control process.
3	Service Provider will be responsible for managing the data conversion activities from legacy systems highlighted from the sources listed in *Section 6* of this document. The Extract and Transform aspects of the technical build will be executed by the District resources while the Load technical aspects will be executed by the Service Provider team.

4	The District will provide system access, such as logins, passwords, data models, documentation, and data use cases, for all source systems as needed.
5	The District will also coordinate access to District Vendors currently responsible for maintaining legacy systems. The District is responsible for procuring hours needed for vendors to support the data conversion activities from the legacy system and facilitation and overseeing their activities per the project schedule.
6	District Technology resources or Vendor resources will be available and scheduled to support design conversations needed to support conversion or integration designs. Technical resources with contextual knowledge of the existing systems are a key success factor to these technical build items.
7	The District will be responsible for cleansing legacy data where needed but can engage Service Provider on a time and materials basis to assist in the effort. This request needs to be done in the Planning phase at the latest as late initiation of this task is logistically complex and cost prohibitive.
8	System Technical limitations or restrictions encountered causing additional customization on the new development (Conversion or Integration Build) will be handled via the Change Control process to accommodate for “work around” fix logic. This could include but would not be limited to Integration support tech, batch volume limitations, performance limitations, and lack of existing error handling protocols.
9	A maximum of 30 custom forms shall be developed for PHASE 2 IMPLEMENTATION. Custom forms are PDF and/or MS Word forms generated within Salesforce with merge field values sourced from Salesforce records. This could include letters/communications to the Public, templates requiring Public input, permits, etc.
10	The District will be responsible for the changes to their native web page resulting from self-service portal (i.e. layout and design updates, removal of forms and documents no longer required, etc.)
11	The District’s Payment Gateway will integrate with Salesforce, the District’s credit card processing bank, and the District’s accounting system for payment posting.

D. Resource Assumptions

Figure 12.C: Resource Assumptions

ID	Assumption
1	The District will make reasonable efforts to identify District staff who have the necessary skills, time availability, program impact and success criteria alignment, and knowledge to effectively execute upon the responsibilities outlined herein or alternatively agreed upon by the District and Service Provider.
2	Agency representatives assigned to the project by the District will be empowered and have the necessary authority to make decisions, when requested, in a timely manner to not delay project activities proposed herein.
3	The District will coordinate with the current application support vendor(s) to participate throughout the project to support design, development, testing, and deployment activities on and for the legacy, existing, and 3rd party platforms per the project schedule. Examples of the effort include configuration/customization on the legacy platform, and exchange/integration of data. On many vendor solutions, Service Provider can assist on a time and materials engagement basis if requested early

	enough (planning) in the program. Custom or niche vendor solutions may require direct negotiation with the Vendor or their preferred Integrator partners.
4	District staff assigned to the Project will be available as needed based on the project schedule to be defined in detail at the onset of the project. Service Provider and the program management team will document and raise any staffing or knowledge needs as part of the Standard Program Management (Risk, Action, Issue, Decision) RAID logs to document impacts to the program driven by resource availability.
5	Service Provider will provide adequate resources to accomplish responsibilities identified as Service Provider's responsibilities. It will be the responsibility of Service Provider to train and transfer past knowledge to any Service Provider resources that are added to the project, post kickoff.
6	If any Service Provider resource needs named access to District systems, Service Provider will comply with District Information Security Requirements, including each Service Provider resource signing a Third Party Agreement.

E. Training Assumptions

Figure 12.D: Training Assumptions

ID	Assumption
1	The project will leverage the train-the-training (TTT) approach to training end-users and Service Provider will be responsible for training the District trainers who will deliver end-user training (with support from the Service Provider).
2	The District will provide up to 5 in-house trainers for knowledge transfer and TTT activities. Service Provider's staffing and deployment plans are based upon a train-the-trainer model leveraging these 5 resources.
3	Training audience for Instructor Led Training (ILT) is up to 40 end-users in order to meet training timeline. Any significant deviation to this count would be handled via the Change Control process.
4	The District will be responsible for all training logistics and coordination, such as identification and preparation of classroom facilities, hardcopy of training materials, scheduling end-users into classes, tracking and monitoring attendance, and any training related communications with end-users.
5	Training facilities and equipment, including training rooms, hardware, network access, audio-visual equipment, and classroom supplies will be provided by the District in accordance with the project timeline and milestones.
6	Training logistics and related compliance activities, inclusive of enrollment/registration, attendance tracking, classroom set-up, material reproduction and distribution will be the responsibility of District resources.
7	Service Provider will provide resources with prior experience in curriculum development and training delivery to deliver Train-the-Trainer and to support the District resources in all in-person end-user training.

13. Change Control – Scope Change Control Process

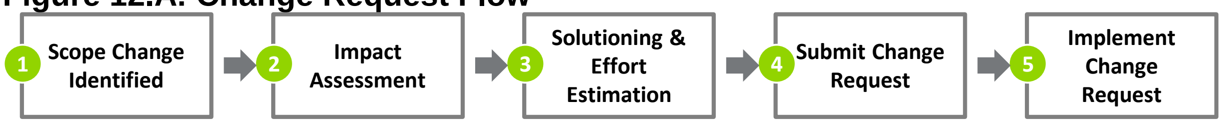
A. Changes in scope must be addressed with a clearly defined change control process that assesses and documents the impact of the change in scope and enables informed decision making. Our Scope Change Control Process is designed to identify, document, track and address issues that impact cost, timelines and service delivery and changes can be initiated by the project manager, stakeholders or any member of the project team.

B. Based on previous experience managing similar projects to the District's CRM, Service Provider will define a structured approach to decision making of changes in scope by establishing a Change Control Committee (CCC). The CCC will collaborate with project leadership from the District and Service Provider teams to review scope change requests, approve or deny scope change requests and identify needed escalation as defined in the plan. The CCC will review and approve or reject proposed scope improvements and enhancements.

C. Scope Change Requests

a) Service Provider and the District can manage the scope of the project and control the extent of scope changes. To help control scope, the project will define a scope change process that is similar to the process flow below:

Figure 12.A: Change Request Flow



D. Scope changes may not require any additional effort or even require less effort than initially planned, but these requests will follow the same scope control process in order to ensure that the District and Service Provider both have a clear understanding of the most recent state of the solution requirements. Any scope change request will require the formal submission of the Scope Change Order Form mentioned in *Appendix D."*

**********END OF PAGE**********

3. **ATTACHMENT B, COMPENSATION AND INVOICING**, section 1. COMPENSATION a.2 shall have the following added:

Scope of Services Section 13, Phase 2 and Phase 3 (Requirements) Deliverables and Payments Schedule

Phase 2 and Phase 3 (Requirements) Milestone Deliverable Name	Phase	Anticipated Completion Date	Payment %/ Cumulative %	Payment Amount
Project Scope Document	Planning	Week 2	2%	$36,100
Project Management Plan	Planning	Week 2	2%	$36,100
Testing Strategy	Planning	Week 2	2%	$36,100
Training Approach Document	Analyze	Week 7	2%	$36,100
User Story and Acceptance Criteria Document	Analyze	Week 7	15%	$270,750
Conversion & Integration Approach Document	Analyze	Week 7	2%	$36,100
Phase 3 Scope of Services Document	Analyze (Real Estate)	Week 12	15%	$270,750
Completion of Build and the Solution Design Documents	Design & Build	Week 13	10%	$180,500
Functional Unit Testing Sign-Off	Design & Build	Week 15	10%	$180,500
Integration Testing & Sign-Off	Testing	Week 19	10%	$180,500
Final Solution User Acceptance Testing & Sign-Off	Testing	Week 22	15%	$270,750
Deployment Checklist, Sign Off & First User Live	Train & Deliver	Week 25	10%	$180,500
Support Period Report	Support	Week 28	5%	$90,250
			Total:	$1,805,000

4. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

SAN DIEGO UNIFIED PORT DISTRICT

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Keith Coffey
Chief Technology Officer

DELOITTE CONSULTING, LLP.

____

Thomas Beyer
Principal

Approved as to form and legality:
GENERAL COUNSEL

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By: Assistant/Deputy

A manually signed copy of this Amendment 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 Amendment.

**********END OF PAGE**********