

San Diego Unified Port District

Document No. **62695**Filed **DEC 18 2014**

Office of the District Clerk

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
ACME BUSINESS CONSULTING, LLC
for
AS NEEDED PROJECT MANAGEMENT OFFICE (PMO) SERVICES
AGREEMENT NO. 156-2014**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and ACME BUSINESS CONSULTING, LLC, an Oregon Limited Liability 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 his 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 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 November 4, 2014 and shall terminate on November 4, 2017 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 aggregate amount of Agreement with Service Provider and agreement with Matisia Inc. dba Matisia Consulting, District Clerk Document No. 62694, and agreement with Agilis Group Inc. dba AgilisIT, District Clerk Document No. 62695, collectively shall not exceed \$900,000.00. Two 1-year options may be granted at the District's sole discretion. The aggregate maximum amount of Option Year 1, if granted shall not exceed \$150,000.00 and the aggregate maximum amount of Option Year 2 shall not exceed \$150,000.00. The maximum aggregate expenditure of the above agreements shall not exceed \$1,200,000.00.

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 beyond rendition of such information, advice, or recommendations.

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 \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
 - (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit 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) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
 - (a) At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.
 - (b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, "tail" coverage in the same minimum amount as set forth in this paragraph.
 - (c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.
- (5) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This

policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.

- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit 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 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

- 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 to the General Services & Procurement Department, 1400 Tidelands Avenue, National City, California 91950.

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

22. **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, including Insurance Certificates and Endorsements to:

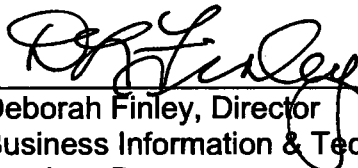
Deborah Finley, Director
Business Information & Technology Services Department
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel. 619-686-7271
Email: dfinley@portofsandiego.org

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

Nilay Thakkar
Managing Director, San Diego
ACME Business Consulting
4445 Eastgate Mall #200
San Diego, CA 92121
Office: (858) 337-9925
Fax: (858) 812-2001
Email: nthakkar@acmebc.com

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

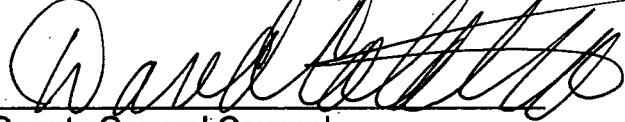
SAN DIEGO UNIFIED PORT DISTRICT


Deborah Finley, Director
Business Information & Technology
Services Department

**ACME BUSINESS CONSULTING,
LLC**


Nilesh Thakkar
Managing Director

APPROVED AS TO FORM AND LEGALITY


Deputy General Counsel

ATTACHMENT A SCOPE OF SERVICES

San Diego Unified Port District

Service Provider shall provide Project Management Office services based on the roles listed in the rate schedule as well as working within the guidelines of the PMO. Key duties of the personnel include developing and maintaining project plan, schedules, build charters, risk analysis and change, communication planning. One of the key duties in a project manager or lead role is to manage deliverables understand roles and responsibilities, schedule management and quality management plans. Personnel will provide facilitation of design sessions, project meetings, status update meetings with the audiences assigned by the PMO Manager and will be responsible for assuring notes are produced along with action items.

Leads will on occasion work with the District's different teams teaching/mentoring best practice step by step lifecycles in the chosen technology areas. The mentoring process may include assisting the PMO in setting up project plans for application development, infrastructure and business process management and central process for all internal and external user applications. The leads should have experience in the District's technologies or applications listed below. The leads should also have experience configuring and building business applications from end-to-end. The leads should be strong in translating business requirements into the necessary technical specifications than build appropriately.

Service Provider should provide staffing associated with key roles with the PMO. The PMO use several methodologies depending on the project type. ASAP for SAP, Waterfall in some standard business process engagements and standard SDLC with a variant of ASAP and AGILE to handle custom development

A. **Additional Services:** The District may also require the services listed below;

- Develop and manage project-specific procedures for communications, administration
- Document management, issue and resolution tracking
- Provide quality control, deliverable oversight and schedule monitoring
- Provide change management and control, change document, schedule, and solution development
- Documenting Knowledge Transfer for newly implemented solutions
- Change Management Services
- Business Process Management Processes
- Requirement Gathering
- Match Requirements Matrix with completion of project

- Training and Mentoring duties
- Test Management and Organization
- Schedule and facilitate a Lessons Learned
- Design Post Go-Live Strategies

B. Key Applications:

1. SHAREPOINT 2013 ENTERPRISE
2. .NET FRAMEWORK 4.5X
3. SAP ECC 6.0 (Financial, HCM, SALES & Distribution, Plant Maintenance)
4. OFFICE 365
5. DOCUMENTUM 6.7X
6. SQL SERVER 2012
7. ESRI GIS
8. SAP BUSINESS OBJECTS SUITE

C. Key Infrastructure:

1. AZURE CLOUD
2. HYPER-V
3. WINDOWS SERVER 2012
4. CISCO NETWORKING

**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 Lump Sum, Fixed Fee, or Time and Materials or any combination of all three.

(a) Each invoice for Lump Sum work shall include:

Date work performed;
Description of the work performed;
Direct Costs.

(b) 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) Services shall be invoiced in accordance with the following Rate Schedules:

LABOR CLASSIFICATION*	(ACME) POSITION TITLE**	FULLY BURDENED RATE Remote	FULLY BURDENED RATE Onsite
1. Senior Project Manager	Senior Manager	\$190	\$190
2. Project Manager	Manager	\$145	\$165
3. Functional Lead	Manager	\$145	\$165
4. Technical Lead	Manager	\$145	\$165
5. Business Analyst	Senior Consultant	\$125	\$145
6. Assistant Project Manager	Senior Consultant	\$125	\$145
7. Project Management Assistant	Senior Consultant	\$125	\$145
8. Change and Training Lead	Senior Manager	\$170	\$190

* Invoices shall reference Consultant's Position Titles, shown on table above.

- (a) The above rates 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.

(3) **Reimbursable Expenses**

Sub-Service Provider Costs	0% mark-up
Direct Costs	At Cost (zero mark-up)

Note: Reimbursement for direct costs in excess of \$50.00 shall require the advance written approval by District's Project Manager. All other project related direct costs shall require appropriate documentation for reimbursement.

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. 156-2014
- (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. 62695, 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: Deborah Finley, Business Information & Technology Services, 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

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(DEPARTMENT NAME)

San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-____
Fax (619) 725-____

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.**

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 12010-3
Hemet, CA 92546-8010 –OR–
Email: sdupd@prod.certificatesnow.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)			SDUPD Agreement Number: _____ This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.	
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Inception Date: _____ Expiration Date: _____	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Inception Date: _____ Expiration Date: _____	Each Occurrence: \$ _____
	Workers' Compensation – Statutory Employer's Liability		Inception Date: _____ Expiration Date: _____	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Excess/Umbrella Liability		Inception 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)			Phone Numbers Toll Free: _____ Fax Number: _____ E-mail Address: _____	
			Signature of Authorized Agent(s) or Broker(s) Date: _____	

SAN DIEGO UNIFIED PORT DISTRICT
REQUIRED INSURANCE ENDORSEMENT

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

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

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

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

 (NAME OF INSURANCE COMPANY)

 (SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
 c/o Ebix BPO
 P.O. Box 12010-3
 Hemet, CA 92546-8010 – OR –
 Email to: sdupd@prod.certificatesnow.com
 Fax: 1-866-866-6516

**REFERENCE
COPY****62695**

July 10, 2017

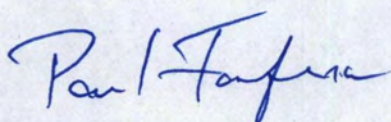
Mr. Nilay Thakkar
Excelerate LLC.
12707 High Bluff Drive, Suite 200
San Diego, CA 92130

Dear Mr. Thakker:

Per your agreement with the San Diego Unified Port District (agreement number 156-2014) dated December 18, 2014, The District hereby grants Option Years 1 and 2 of the agreement commencing November 5, 2017 and shall terminate on November 4, 2019

All other terms, covenants, and conditions in the original agreement shall remain in full force and effect and shall be applicable to these options.

Sincerely,



Paul Fanfera
Assistant V.P. of Business and Technology

RESOLUTION 2014-215

RESOLUTION SELECTING AND AUTHORIZING AGREEMENTS WITH AGILIS GROUP INC., DBA AGILISIT, MATISIA INC., DBA MATISIA CONSULTANTS, AND ACME BUSINESS CONSULTING, LLC, TO PROVIDE AS-NEEDED INFORMATION TECHNOLOGY PROJECT MANAGEMENT SERVICES FOR THREE YEARS WITH TWO OPTIONAL, ONE YEAR EXTENSIONS FOR A TOTAL AGGREGATE AMOUNT NOT TO EXCEED \$1,200,000

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, (Port Act); and

WHEREAS, the Board of Port Commissioners (BPC) adopted BPC Policy No. 110 incorporating the provisions of the Accounting Act to govern the processing and administration of public projects; and

WHEREAS, the BPC authorized staff to develop a Technology Strategic Plan (TSP) at the August 9, 2011 Board meeting by awarding an agreement with ThirdWave Corporation to conduct a comprehensive study resulting in a TSP; and

WHEREAS, one of the TSP initiatives approved by the BPC is to implement a Project Management Office (PMO) providing more responsiveness to the District's current and future information technology initiatives; and

WHEREAS, the PMO will reap improvements over time by continuously driving the Business Information and Technology Services Department to improve its performance rolling out projects; and

WHEREAS, staff issued Request for Qualification 14-27 on August 6, 2014 for as needed PMO Services; and

WHEREAS, the District notified 119 firms electronically and received fifteen (15) bids, all of which were deemed responsive; and

WHEREAS, District's decision analysis process was used to select three top firms based upon their ability to meet the District's needs.

NOW, THEREFORE, BE IT RESOLVED that the Board of Port Commissioners of the San Diego Unified Port District, as follows:

That the Executive Director or his designated representative is hereby authorized on behalf of the San Diego Unified Port District to authorize as needed Project Management Service Agreements with Agilis Group Inc., dba Agilisit, Matisia Inc., dba Matisia Consultants, and ACME Business Consulting, LLC, for Project Management Office Services in an amount not to exceed \$900,000 for three years, with two optional, one year extensions at \$150,000 per year.

APPROVED AS TO FORM AND LEGALITY:
GENERAL COUNSEL



By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 4th day of November, 2014, by the following vote:

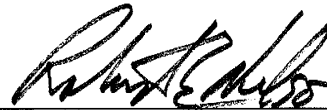
AYES: Bonelli, Castellanos, Merrifield, Moore, and Valderrama.

NAYS: None.

EXCUSED: Malcolm and Nelson.

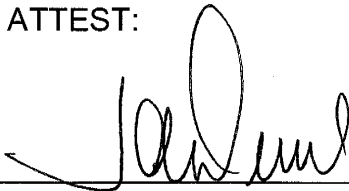
ABSENT: None.

ABSTAIN: None.



Robert E. Nelson, Chairman
Board of Port Commissioners

ATTEST:



Timothy A. Deuel
District Clerk

(Seal)



San Diego Unified Port District

Page 30 of 209 A
3165 Pacific Hwy.
San Diego, CA 92101

Reference Copy
62695

File #: 2014-531

DATE: November 4, 2014

SUBJECT:

RESOLUTION SELECTING AND AUTHORIZING AGREEMENTS WITH AGILIS GROUP INC., DBA AGILISIT; MATISIA INC., DBA MATISIA CONSULTANTS; AND ACME BUSINESS CONSULTING, LLC, TO PROVIDE AS-NEEDED INFORMATION TECHNOLOGY PROJECT MANAGEMENT SERVICES FOR THREE YEARS WITH TWO OPTIONAL ONE YEAR EXTENSIONS FOR A TOTAL AGGREGATE AMOUNT NOT TO EXCEED \$1,200,000

EXECUTIVE SUMMARY:

Board of Port Commissioners (Board) authorized staff to develop a five-year Technology Strategic Plan (TSP) at the August 9, 2011 Board meeting by awarding an agreement with ThirdWave Corporation to conduct a comprehensive study resulting in a TSP. The results and recommendations were presented to Board members in a series of individual meetings occurring in March 2012. The Board approved fiscal year 2015 (FY 2014/2015) projects through the adoption of the annual budget.

One of the TSP initiatives approved by the Board is to implement a Project Management Office providing more responsiveness to the District's current and future information technology initiatives. The Project Management Office will obtain improvements over time by continuously driving the Business Information and Technology Services (BITS) department to improve its performance rolling out projects. The Project Management Office will define and maintain project management standards for information technology going forward.

The primary goal of the Project Management Office is to achieve benefits found in following project management standards, policies, processes, and methods. As the BITS department matures, the Project Management Office will become the source for guidance, documentation, and metrics related to the practices involved in managing and implementing projects within the District. It will report on project activities, problems, and new initiative requests coming from other District departments. It will also be a strategic tool used to keep the information technology initiatives focused on District strategic goals and objectives.

Staff issued Request for Qualification 14-27 (RFQ No. 14-27) on August 6, 2014 for As-Needed Project Management Office Services. The District notified 119 firms electronically and received fifteen (15) bids, all of which were deemed responsive. Evaluations were performed by a panel comprised of BITS staff, Procurement staff, and Equal Opportunity Management. The panel analyzed the proposals, conducted interviews, and ranked the firms according to the criteria established in RFQ No. 14-27. Using the District's decision analysis process, the panel selected three top firms

ACTION TAKEN: 11-04-14 - Resolution 2014-215

File #: 2014-531

based upon their ability to meet the District's needs.

RECOMMENDATION:

Resolution Selecting and Authorizing Agreements with Agilis Group Inc., dba AgilisIT; Matisia Inc., DBA Matisia Consultants; and ACME Business Consulting, LLC, to Provide As-Needed Information Technology Project Management Services for Three Years with Two Optional One Year Extensions for a Total Aggregate Amount not to Exceed \$1,200,000.

FISCAL IMPACT:

The maximum cost to the District for the first 3 years is estimated at \$900,000 and the total of \$1,200,000 over 5 years, if the two optional annual options are exercised. Funds for the first year of the agreement are budgeted in the (FY 2014/2015) operating budget in the Business Information and Technology Services Professional Services account (Ordinance 2766). Funds needed for future fiscal year(s) will be budgeted in the appropriate fiscal year and cost account, subject to Board approval upon adoption of each fiscal year's budget.

COMPASS STRATEGIC GOALS:

This agenda item supports the following Strategic Goal(s):

- A Port that the public understands and trusts.
- A Port with an innovative and motivated workforce.

DISCUSSION:

The Board authorized staff to develop a TSP at the August 9, 2011 Board meeting by awarding an agreement to ThirdWave Corporation to conduct a comprehensive enterprise study. The results and recommendations were presented to Board members in a series of individual meetings occurring in March 2012. The Board approved (FY 2014/2015) TSP projects through the adoption of the annual budget.

The TSP identified 40+ technology projects over a five year period: replacing the District's email system, replacing the document management system, updating the real estate management solution, geographical information system, replace the computer aided dispatch system, maritime operation information system, redesigned the public internet site, agenda management solution, and General Services maintenance system process improvements. New E-Government initiatives include; public records request management, transient vessel solution, park permitting, public records management, and electronic invoicing. Other initiatives on the roadmap include a solution to manage all of the District's media assets such as; videos and pictures, enterprise reporting, human resources system improvements, and standard financial and budgeting system improvements.

One of the TSP projects approved by the Board is to initiate a Project Management Office that better responds to the District's current and future information technology initiatives. The Project

File #: 2014-531

Management Office will obtain improvements over time and continuously drive the BITS department to improve its performance deploying projects and operationally advancing needs.

The District has been doing technology and business process driven projects using disparate methodologies and practices which has proven to be disorganized and required an immense learning curve for BITS staff. Along with implementing a new Project Management Office, the BITS department implemented a forum for technology governance seeking to improve the value of departmental business operations and rationally prioritize project requests along with researching the best tools and applications recommended for a thriving organization. Together with the Project Management Office this Technology Governance Forum provides a framework for implementing policies, business processes, and internal controls to effectively support all the services that the BITS department provides.

The Technology Governance Forum represents the review and analysis of proposed tools, applications and/or hardware introduced by non-technical departments and BITS. It makes decisions or recommendations regarding information technology strategies and policies, BITS department projects, priorities, and related issues.

RFP - Vendor Information

Agilis Group Inc., dba AgilisIT (AgilisIT) - the AgilisIT approach to working with the District is to provide personnel that are the “right fit” ensuring that personnel understand the District technology environment. Agilis is a professional services firm specializing in offering information technology services. AgilisIT provides solid staff experience as it relates to the District’s future initiatives and roadmap. Such experiences include working with US Military, Department of Treasury, California General Services Department, Industrial Relations and Managed Healthcare. They have a solid understanding of the District’s environment and have a familiarity with public sector rules and regulations. A primary strength is in Microsoft technologies.

Matisia Inc., dba Matisia Consultants (Matisia) - Based in Southern California and Seattle, Washington, Matisia is a professional services firm that specializes in SAP and Microsoft Application services. Matisia staff experience as it relates to the District’s future initiatives and roadmap is top-of-the-line. Such experience includes working with Southern California Edison, Carefusion, Microsoft, and Costco Wholesale. They have a solid understanding of the SAP environment especially in the areas the District intends to enhance in upcoming years. Primary strength is in SAP core modules and integration.

ACME Business Consulting, LLC (ACME) - ACME specializes in implementation, business process, and project management services. ACME was the most well rounded firm in the selection group. Even though the firm is small in terms of the number of employees, they make up for it in staff experience, stability of staff, and public sector experience. Their primary strength is in Microsoft technologies and content management.

Other Firms in selection group - LSI Consulting, Sage, MGT of America, BPM Advisors, Kissinger Group, Dataskill, and Wave Technology Solutions Group provided bid submissions that added limited value when compared to ACME, Matisia, and Agilis related Project Management Office services.

File #: 2014-531

General Counsel's Comments:

The General Counsel's Office has reviewed the agreements for AgilisIT, Matisia and ACME and approves them as to form and legality.

Environmental Review:

The proposed Board action does not constitute a "project" under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 and is therefore not subject to CEQA. No further action under CEQA is required.

The proposed Board action does not allow for "development," as defined in Section 30106 of the California Coastal Act, or "new development," pursuant to Section 1.a. of the District's Coastal Development Permit Regulations. Therefore, issuance of a Coastal Development Permit or exclusion is not required.

Equal Opportunity Program: Due to limited sub opportunities no Small Business Enterprise (SBE) goal was established for this solicitation. Two of the three firms recommended are SBEs.

PREPARED BY:

Kenneth Chambers
Manager, Business Information Technology Services

Attachment(s):

Attachment A: Agreement 155- 2014 Matisia Inc., dba Matisia Consultants

Attachment B: Agreement 156-2014 ACME Business Consulting, LLC

Attachment C: Agreement 157-2014 Agilis Group Inc., dba AgilisIT

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
MATISIA INC.
DBA
MATISIA CONSULTANTS
for
AS NEEDED PROJECT MANAGEMENT OFFICE (PMO) SERVICES
AGREEMENT NO. 155-2014**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and MATISIA INC. dba MATISIA CONSULTANTS, a Washington 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 his 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 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 15, 2014 and shall terminate on October 15, 2017 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 aggregate amount of Agreement with Service Provider and agreement with ACME Business Consulting, Inc., District Clerk Document No. _____, and agreement with Agilis Group Inc. dba AgilisIT, District Clerk Document No. _____, collectively shall not exceed \$900,000.00. Two 1-year options may be granted at the District's sole discretion. The aggregate maximum amount of Option Year 1, if granted shall not exceed \$150,000.00 and the aggregate maximum amount of Option Year 2 shall not exceed \$150,000.00. The maximum aggregate expenditure of the above agreements shall not exceed \$1,200,000.00.

 - 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 beyond rendition of such information, advice, or recommendations.

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 \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
 - (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit 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) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
 - (a) At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.
 - (b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, "tail" coverage in the same minimum amount as set forth in this paragraph.
 - (c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.
- (5) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and

conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.

- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit 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 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**

- 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 to the General Services & Procurement Department, 1400 Tidelands Avenue, National City, California 91950.

21. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
22. **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, including Insurance Certificates and Endorsements to:

Deborah Finley, Director
Business Information & Technology Services Department
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel. 619-686-7271
Email: dfinley@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:

Kristin Roth, CEO
Matisia Consultants
3134 Elliot Avenue, Suite 220
Seattle, WA 98121
Tel. 206-395-2600
Email: Kristin.Roth@matisia.com

****END OF PAGE****

- 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

**MATISIA INC.
DBA
MATISIA CONSULTANTS**

Deborah Finley, Director
Business Information & Technology
Services Department

Kristin Roth
CEO

APPROVED AS TO FORM AND LEGALITY

Deputy General Counsel

ATTACHMENT A SCOPE OF SERVICES

San Diego Unified Port District

Service Provider shall provide Project Management Office services based on the roles listed in the rate schedule as well as working within the guidelines of the PMO. Key duties of the personnel include developing and maintaining project plan, schedules, build charters, risk analysis and change, communication planning. One of the key duties in a project manager or lead role is to manage deliverables understand roles and responsibilities, schedule management and quality management plans. Personnel will provide facilitation of design sessions, project meetings, status update meetings with the audiences assigned by the PMO Manager and will be responsible for assuring notes are produced along with action items.

Leads will on occasion work with the District's different teams teaching/mentoring best practice step by step lifecycles in the chosen technology areas. The mentoring process may include assisting the PMO in setting up project plans for application development, infrastructure and business process management and central process for all internal and external user applications. The leads should have experience in the District's technologies or applications listed below. The leads should also have experience configuring and building business applications from end-to-end. The leads should be strong in translating business requirements into the necessary technical specifications than build appropriately.

Service Provider should provide staffing associated with key roles with the PMO. The PMO use several methodologies depending on the project type. ASAP for SAP, Waterfall in some standard business process engagements and standard SDLC with a variant of ASAP and AGILE to handle custom development

A. Additional Services: The District may also require the services listed below;

- Develop and manage project-specific procedures for communications, administration
- Document management, issue and resolution tracking
- Provide quality control, deliverable oversight and schedule monitoring
- Provide change management and control, change document, schedule, and solution development
- Documenting Knowledge Transfer for newly implemented solutions
- Change Management Services
- Business Process Management Processes
- Requirement Gathering
- Match Requirements Matrix with completion of project

- Training and Mentoring duties
- Test Management and Organization
- Schedule and facilitate a Lessons Learned
- Design Post Go-Live Strategies

B. Key Applications:

1. SHAREPOINT 2013 ENTERPRISE
2. .NET FRAMEWORK 4.5X
3. SAP ECC 6.0 (Financial, HCM, SALES & Distribution, Plant Maintenance)
4. OFFICE 365
5. DOCUMENTUM 6.7X
6. SQL SERVER 2012
7. ESRI GIS
8. SAP BUSINESS OBJECTS SUITE

C. Key Infrastructure:

1. AZURE CLOUD
2. HYPER-V
3. WINDOWS SERVER 2012
4. CISCO NETWORKING

**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 Lump Sum, Fixed Fee, or Time and Materials or any combination of all three.

(a) Each invoice for Lump Sum work shall include:

Date work performed;
Description of the work performed;
Direct Costs.

(b) 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) Services shall be invoiced in accordance with the following Rate Schedules:

LABOR CLASSIFICATION	POSITION TITLE**	FULLY BURDENED RATE Remote	FULLY BURDENED RATE Onsite
1. Senior Project Manager	Senior Consultant	\$225	\$225
2. Project Manager	Senior Consultant	\$198	\$198
3. Functional Lead	Senior Consultant	\$198	\$198
4. Technical Lead	Senior Consultant	\$165	\$165
5. Business Analyst	Senior Consultant	\$165	\$165
6. Assistant Project Manager	Consultant	\$140	\$140
7. Project Management Analyst	Consultant	\$120	\$120
8. Change and Training Lead	Senior Consultant	\$175	\$175

* Invoices shall reference Consultant's Position Titles, shown on table above.

- (a) The above rates 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.

(3) **Reimbursable Expenses**

Sub-Service Provider Costs	0% mark-up
Direct Costs	At Cost (zero mark-up)

Note: Reimbursement for direct costs in excess of \$50.00 shall require the advance written approval by District's Project Manager. All other project related direct costs shall require appropriate documentation for reimbursement.

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. 155-2014
 - (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: Deborah Finley, Business Information & Technology Services, 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

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(DEPARTMENT NAME)

San Diego Unified Port District

P.O. Box 120488

San Diego, CA 92112-0488

(619) 686-____

Fax (619) 725-____

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.**

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 12010-3
Hemet, CA 92546-8010 –OR–
Email: sdupd@prod.certificatesnow.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)			SDUPD Agreement Number: _____ This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.	
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Inception Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Inception Date: Expiration Date:	Each Occurrence: \$
	Workers' Compensation – Statutory Employer's Liability		Inception Date: Expiration Date:	E.L. Each Accident \$ E.L. Disease Each Employee \$ E.L. Disease Policy Limit \$
	Excess/Umbrella Liability		Inception 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)			Phone Numbers	
			Toll Free: _____ Fax Number: _____	
			E-mail Address: _____	
			Signature of Authorized Agent(s) or Broker(s) <div style="text-align: right;">Date: _____</div>	

SAN DIEGO UNIFIED PORT DISTRICT
REQUIRED INSURANCE ENDORSEMENT

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

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

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

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

 (NAME OF INSURANCE COMPANY)

 (SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
 c/o Ebix BPO
 P.O. Box 12010-3
 Hemet, CA 92546-8010 – OR –
 Email to: sdupd@prod.certificatesnow.com
 Fax: 1-866-866-6516

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
ACME BUSINESS CONSULTING, LLC
for
AS NEEDED PROJECT MANAGEMENT OFFICE (PMO) SERVICES
AGREEMENT NO. 156-2014**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and ACME BUSINESS CONSULTING, LLC, an Oregon Limited Liability 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 his 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 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 15, 2014 and shall terminate on October 15, 2017 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 aggregate amount of Agreement with Service Provider and agreement with Matisia Inc. dba Matisia Consulting, District Clerk Document No. _____, and agreement with Agilis Group Inc. dba AgilisIT, District Clerk Document No. _____, collectively shall not exceed \$900,000.00. Two 1-year options may be granted at the District's sole discretion. The aggregate maximum amount of Option Year 1, if granted shall not exceed \$150,000.00 and the aggregate maximum amount of Option Year 2 shall not exceed \$150,000.00. The maximum aggregate expenditure of the above agreements shall not exceed \$1,200,000.00.

 - 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 beyond rendition of such information, advice, or recommendations.

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 \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
 - (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit 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) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
 - (a) At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.
 - (b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, "tail" coverage in the same minimum amount as set forth in this paragraph.
 - (c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.
- (5) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This

policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.

- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit 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 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**

- 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 to the General Services & Procurement Department, 1400 Tidelands Avenue, National City, California 91950.

21. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
22. **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, including Insurance Certificates and Endorsements to:

Deborah Finley, Director
Business Information & Technology Services Department
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel. 619-686-7271
Email: dfinley@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:

Nilay Thakkar
Managing Director, San Diego
ACME Business Consulting
4445 Eastgate Mall #200
San Diego, CA 92121
Office: (858) 337-9925
Fax: (858) 812-2001
Email: nthakkar@acmebc.com

- 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

**ACME BUSINESS CONSULTING,
LLC**

Deborah Finley, Director
Business Information & Technology
Services Department

Nilay Thakkar
Managing Director

APPROVED AS TO FORM AND LEGALITY

Deputy General Counsel

ATTACHMENT A SCOPE OF SERVICES

San Diego Unified Port District

Service Provider shall provide Project Management Office services based on the roles listed in the rate schedule as well as working within the guidelines of the PMO. Key duties of the personnel include developing and maintaining project plan, schedules, build charters, risk analysis and change, communication planning. One of the key duties in a project manager or lead role is to manage deliverables understand roles and responsibilities, schedule management and quality management plans. Personnel will provide facilitation of design sessions, project meetings, status update meetings with the audiences assigned by the PMO Manager and will be responsible for assuring notes are produced along with action items.

Leads will on occasion work with the District's different teams teaching/mentoring best practice step by step lifecycles in the chosen technology areas. The mentoring process may include assisting the PMO in setting up project plans for application development, infrastructure and business process management and central process for all internal and external user applications. The leads should have experience in the District's technologies or applications listed below. The leads should also have experience configuring and building business applications from end-to-end. The leads should be strong in translating business requirements into the necessary technical specifications than build appropriately.

Service Provider should provide staffing associated with key roles with the PMO. The PMO use several methodologies depending on the project type. ASAP for SAP, Waterfall in some standard business process engagements and standard SDLC with a variant of ASAP and AGILE to handle custom development

A. Additional Services: The District may also require the services listed below;

- Develop and manage project-specific procedures for communications, administration
- Document management, issue and resolution tracking
- Provide quality control, deliverable oversight and schedule monitoring
- Provide change management and control, change document, schedule, and solution development
- Documenting Knowledge Transfer for newly implemented solutions
- Change Management Services
- Business Process Management Processes
- Requirement Gathering
- Match Requirements Matrix with completion of project

- Training and Mentoring duties
- Test Management and Organization
- Schedule and facilitate a Lessons Learned
- Design Post Go-Live Strategies

B. Key Applications:

1. SHAREPOINT 2013 ENTERPRISE
2. .NET FRAMEWORK 4.5X
3. SAP ECC 6.0 (Financial, HCM, SALES & Distribution, Plant Maintenance)
4. OFFICE 365
5. DOCUMENTUM 6.7X
6. SQL SERVER 2012
7. ESRI GIS
8. SAP BUSINESS OBJECTS SUITE

C. Key Infrastructure:

1. AZURE CLOUD
2. HYPER-V
3. WINDOWS SERVER 2012
4. CISCO NETWORKING

**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 Lump Sum, Fixed Fee, or Time and Materials or any combination of all three.

(a) Each invoice for Lump Sum work shall include:

Date work performed;
Description of the work performed;
Direct Costs.

(b) 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) Services shall be invoiced in accordance with the following Rate Schedules:

LABOR CLASSIFICATION*	(ACME) POSITION TITLE**	FULLY BURDENED RATE Remote	FULLY BURDENED RATE Onsite
1. Senior Project Manager	Senior Manager	\$190	\$190
2. Project Manager	Manager	\$145	\$165
3. Functional Lead	Manager	\$145	\$165
4. Technical Lead	Manager	\$145	\$165
5. Business Analyst	Senior Consultant	\$125	\$145
6. Assistant Project Manager	Senior Consultant	\$125	\$145
7. Project Management Assistant	Senior Consultant	\$125	\$145
8. Change and Training Lead	Senior Manager	\$170	\$190

* Invoices shall reference Consultant's Position Titles, shown on table above.

- (a) The above rates 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.

(3) **Reimbursable Expenses**

Sub-Service Provider Costs	0% mark-up
Direct Costs	At Cost (zero mark-up)

Note: Reimbursement for direct costs in excess of \$50.00 shall require the advance written approval by District's Project Manager. All other project related direct costs shall require appropriate documentation for reimbursement.

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. 156-2014
 - (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: Deborah Finley, Business Information & Technology Services, 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

Page 80 of 209 A



(DEPARTMENT NAME)

San Diego Unified Port District

P.O. Box 120488

San Diego, CA 92112-0488

(619) 686-____

Fax (619) 725-____

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.**

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 12010-3
Hemet, CA 92546-8010 –OR–
Email: sdupd@prod.certificatesnow.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)			SDUPD Agreement Number: _____ This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.	
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Inception Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Inception Date: Expiration Date:	Each Occurrence: \$
	Workers' Compensation – Statutory Employer's Liability		Inception Date: Expiration Date:	E.L. Each Accident \$ E.L. Disease Each Employee \$ E.L. Disease Policy Limit \$
	Excess/Umbrella Liability		Inception 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)			Phone Numbers	
			Toll Free: _____ Fax Number: _____	
			E-mail Address: _____	
			Signature of Authorized Agent(s) or Broker(s) Date: _____	

SAN DIEGO UNIFIED PORT DISTRICT
REQUIRED INSURANCE ENDORSEMENT

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

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

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

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

 (NAME OF INSURANCE COMPANY)

 (SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
 c/o Ebix BPO
 P.O. Box 12010-3
 Hemet, CA 92546-8010 – OR –
 Email to: sdupd@prod.certificatesnow.com
 Fax: 1-866-866-6516

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
AGILIS GROUP INC.
DBA
AGILISIT
for
AS NEEDED PROJECT MANAGEMENT OFFICE (PMO) SERVICES
AGREEMENT NO. 157-2014**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and AGILIS GROUP INC. DBA AGILISIT, 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 his 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 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 15, 2014 and shall terminate on October 15, 2017 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 aggregate amount of Agreement with Service Provider and agreement with Matisia Inc. dba Matisia Consulting, District Clerk Document No. _____, and agreement with ACME Business Consulting, LLC, District Clerk Document No. _____, collectively shall not exceed \$900,000.00. Two 1-year options may be granted at the District's sole discretion. The aggregate maximum amount of Option Year 1, if granted shall not exceed \$150,000.00 and the aggregate maximum amount of Option Year 2 shall not exceed \$150,000.00. The maximum aggregate expenditure of the above agreements shall not exceed \$1,200,000.00.

 - 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 beyond rendition of such information, advice, or recommendations.

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 \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
 - (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit 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) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
 - (a) At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.
 - (b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, "tail" coverage in the same minimum amount as set forth in this paragraph.
 - (c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.
- (5) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and

conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.

- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit 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 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**

- 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 to the General Services & Procurement Department, 1400 Tidelands Avenue, National City, California 91950.

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

22. **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, including Insurance Certificates and Endorsements to:

Deborah Finley, Director
Business Information & Technology Services Department
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel. 619-686-7271
Email: dfinley@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:

Joyce Tang, President
Agilis Group Inc. dba AgilisIT
7968 Arjons Drive, Suite 105
San Diego, CA 92126
Tel. 888-8324858 x201
Email: jtang@agilisit.com

END OF PAGE

- 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

**AGILIS GROUP, INC.
DBA
AGILISIT**

Deborah Finley, Director
Business Information & Technology
Services Department

Joyce Tang
President

APPROVED AS TO FORM AND LEGALITY

Deputy General Counsel

ATTACHMENT A SCOPE OF SERVICES

San Diego Unified Port District

Service Provider shall provide Project Management Office services based on the roles listed in the rate schedule as well as working within the guidelines of the PMO. Key duties of the personnel include developing and maintaining project plan, schedules, build charters, risk analysis and change, communication planning. One of the key duties in a project manager or lead role is to manage deliverables understand roles and responsibilities, schedule management and quality management plans. Personnel will provide facilitation of design sessions, project meetings, status update meetings with the audiences assigned by the PMO Manager and will be responsible for assuring notes are produced along with action items.

Leads will on occasion work with the District's different teams teaching/mentoring best practice step by step lifecycles in the chosen technology areas. The mentoring process may include assisting the PMO in setting up project plans for application development, infrastructure and business process management and central process for all internal and external user applications. The leads should have experience in the District's technologies or applications listed below. The leads should also have experience configuring and building business applications from end-to-end. The leads should be strong in translating business requirements into the necessary technical specifications than build appropriately.

Service Provider should provide staffing associated with key roles with the PMO. The PMO use several methodologies depending on the project type. ASAP for SAP, Waterfall in some standard business process engagements and standard SDLC with a variant of ASAP and AGILE to handle custom development

A. Additional Services: The District may also require the services listed below;

- Develop and manage project-specific procedures for communications, administration
- Document management, issue and resolution tracking
- Provide quality control, deliverable oversight and schedule monitoring
- Provide change management and control, change document, schedule, and solution development
- Documenting Knowledge Transfer for newly implemented solutions
- Change Management Services
- Business Process Management Processes
- Requirement Gathering
- Match Requirements Matrix with completion of project

- Training and Mentoring duties
- Test Management and Organization
- Schedule and facilitate a Lessons Learned
- Design Post Go-Live Strategies

B. Key Applications:

1. SHAREPOINT 2013 ENTERPRISE
2. .NET FRAMEWORK 4.5X
3. SAP ECC 6.0 (Financial, HCM, SALES & Distribution, Plant Maintenance)
4. OFFICE 365
5. DOCUMENTUM 6.7X
6. SQL SERVER 2012
7. ESRI GIS
8. SAP BUSINESS OBJECTS SUITE

C. Key Infrastructure:

1. AZURE CLOUD
2. HYPER-V
3. WINDOWS SERVER 2012
4. CISCO NETWORKING

**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 Lump Sum, Fixed Fee, or Time and Materials or any combination of all three.

(a) Each invoice for Lump Sum work shall include:

Date work performed;
Description of the work performed;
Direct Costs.

(b) 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) Services shall be invoiced in accordance with the following Rate Schedules:

LABOR CLASSIFICATION	POSITION TITLE**	FULLY BURDENED RATE Remote	FULLY BURDENED RATE Onsite
1.Senior Project Manager		\$159	\$159
2. Project Manager		\$105	\$105
3. Functional Lead	Project Lead	\$100	\$100
4. Technical Lead	Architect/Sr Developer	\$119	\$119
5. Business Analyst		\$70	\$70
6. Assistant Project Manager		\$85	\$85
7.Project Management Analyst		\$65	\$65
8. Change and Training Lead		\$73	\$73

* Invoices shall reference Consultant's Position Titles, shown on table above.

- (a) The above rates 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.

(3) **Reimbursable Expenses**

Sub-Service Provider Costs	0% mark-up
Direct Costs	At Cost (zero mark-up)

Note: Reimbursement for direct costs in excess of \$50.00 shall require the advance written approval by District's Project Manager. All other project related direct costs shall require appropriate documentation for reimbursement.

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. 157-2014
 - (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: Deborah Finley, Business Information & Technology Services, 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

Page 105 of 209 A



(DEPARTMENT NAME)

San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-____
Fax (619) 725-____

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.**

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 12010-3
Hemet, CA 92546-8010 –OR–
Email: sdupd@prod.certificatesnow.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)			SDUPD Agreement Number: _____ This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.	
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Inception Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Inception Date: Expiration Date:	Each Occurrence: \$
	Workers' Compensation – Statutory Employer's Liability		Inception Date: Expiration Date:	E.L. Each Accident \$ E.L. Disease Each Employee \$ E.L. Disease Policy Limit \$
	Excess/Umbrella Liability		Inception 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)			Phone Numbers	
			Toll Free: _____ Fax Number: _____	
			E-mail Address: _____	
			Signature of Authorized Agent(s) or Broker(s) <div style="text-align: right;">Date: _____</div>	

SAN DIEGO UNIFIED PORT DISTRICT
REQUIRED INSURANCE ENDORSEMENT

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

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

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

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

 (NAME OF INSURANCE COMPANY)

 (SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
 c/o Ebix BPO
 P.O. Box 12010-3
 Hemet, CA 92546-8010 – OR –
 Email to: sdupd@prod.certificatesnow.com
 Fax: 1-866-866-6516

DRAFT**RESOLUTION 20xx-xxx****RESOLUTION SELECTING AND AUTHORIZING AGREEMENTS WITH AGILIS GROUP INC., DBA AGILISIT, MATISIA INC., DBA MATISIA CONSULTANTS, AND ACME BUSINESS CONSULTING, LLC, TO PROVIDE AS-NEEDED INFORMATION TECHNOLOGY PROJECT MANAGEMENT SERVICES FOR THREE YEARS WITH TWO OPTIONAL, ONE YEAR EXTENSIONS FOR A TOTAL AGGREGATE AMOUNT NOT TO EXCEED \$1,200,000**

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, (Port Act); and

WHEREAS, the Board of Port Commissioners (Board) adopted BPC Policy No. 110 incorporating the provisions of the Accounting Act to govern the processing and administration of public projects; and

WHEREAS, the BPC authorized staff to develop a Technology Strategic Plan (TSP) at the August 9, 2011 Board meeting by awarding an agreement with ThirdWave Corporation to conduct a comprehensive study resulting in a TSP; and

WHEREAS, one of the TSP initiatives approved by the Board is to implement a Project Management Office (PMO) providing more responsiveness to the District's current and future information technology initiatives; and

WHEREAS, the PMO will reap improvements over time by continuously driving the Business Information and Technology Services Department to improve its performance rolling out projects; and

WHEREAS, staff issued Request for Qualification 14-27 on August 6, 2014 for as needed PMO Services; and

WHEREAS, the District notified 119 firms electronically and received fifteen (15) bids, all of which were deemed responsive; and

WHEREAS, District's decision analysis process was used to select three top firms based upon their ability to meet the District's needs.

20xx-xxx

NOW, THEREFORE, BE IT RESOLVED that the Board of Port Commissioners of the San Diego Unified Port District, as follows:

That the Executive Director or his designated representative is hereby authorized on behalf of the San Diego Unified Port District to authorize as needed Project Management Service Agreements with Agilis Group Inc., dba Agilisit, Matisia Inc., dba Matisia Consultants, and ACME Business Consulting, LLC, for Project Management Office Services in an amount not to exceed \$900,000 for three years, with two optional, one year extensions at \$150,000 per year.

APPROVED AS TO FORM AND LEGALITY:
GENERAL COUNSEL

By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 4th day of November 2014 by the following vote:

**REFERENCE
COPY**

TASK AUTHORIZATION #1

62695

March 1, 2015

Nilay Thaker
4445 Eastgate Mall, #200
San Diego, CA 92121

**Subject: Task Authorization #1 for Agreement No. 156-2014
ACME Business Consulting, LLC. For as Needed Project Management
(PMO) Services**

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed **\$ 212,800**. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #1** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Chrissy Joslin	4.	WBS or IO/ Cost Center:	
2.	Date of Request:	3/1/2015	5.	Task Start Date:	3/2/2015
3.	Task Budget:	\$ 212,800	6.	Task End Date:	9/30/2015
7.	Task Title: eDiscovery and Public Records Request Project Management				

8. Scope of Services.

- Assist in Developing the RFP
- Develop Proposal interviews plans including questions, scripts, and scoring matrix.
- Complete Litigation Response Plan

- Complete Public Request Response Plan
- Write Board Agenda Sheet (if Required) & ancillary presentation materials
- Develop Change Management and Communication Plan
- Monitor & Control Project Risks, Issues
- Track Project Deliverables, Milestones
- Complete and Disseminate Weekly Project Status Reports
- Oversee Implementation of Solution(s)
- Capture and Set Vendor Configuration Requirements
- Develop test plan and facilitate testing
- Execute Change Management & Communications Plan
- Develop Key Performance Indicators for New Solution(s)
- Develop & Execute End User Training Plan
- Create Customer Satisfaction Surveys
- Conduct Project Close out and Lessons Learned

The District will provide a workstation and cubicle for the contractor.

The District will provide contractor with necessary security access to systems and facilities during the performance of services.

APPROVALS:

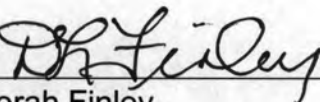
SAN DIEGO UNIFIED PORT DISTRICT
APPROVED: ☒ YES ☐ NO

Signature: 

Name: Chrissy Joslin

Title: Senior Management Analyst

Date: 3/1/2015

Signature: 

Name: Deborah Finley

Title: Director,
Business Systems & Tech Services

Date: 3/1/2015



Business Information & Technology Services Department
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280
Fax (619) 686-7278

**REFERENCE
COPY**

TASK AUTHORIZATION #2

62695

December 6, 2016

Nilay Thaker
 ACME Business Consulting & Excelerate, LLC
 4445 Eastgate Mall, #200
 San Diego, CA 92121
 Email: nthakkar@acmebc.com

**Subject: Task Authorization #1 for Agreement No. 156-2014
 ACME Business Consulting, LLC and Excelerate, LLC For as Needed
 Project Management (PMO) Services**

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed **\$ 74,880.00**. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #2** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Tony Hart	4.	WBS or IO/ Cost Center:	
2.	Date of Request:	11/30/16	5.	Task Start Date:	12/19/16
3.	Task Budget:	\$ 74,880.00	6.	Task End Date:	06/16/17
7.	Task Title: Project Management Services				

8. Scope of Services.

Project	Current Stage	Planned Stage (during 6-month engagement)
1. Closed Circuit TV (CCTV) Infrastructure Project	Initiation/Planning	Execution
2. Mobile and Visual Units for Harbor Police Project	Execution	Execution (Issue Resolution Ongoing)
3. Next Gen 800MHz Project	Execution	Execution
4. Learning Management System Implementation	Discovery	Initiation/Planning

Project Manager Duties:

- Project Initiation
- - Stakeholder Analysis
 - Define Scope
 - Define Team along with Roles/Responsibilities
- Develop Project Charter and Obtain Sponsor/Stakeholder Approval
 - Scope (In and Out)
 - Vision
 - Stakeholders and Project Team RACI
 - High Level Process Map
 - Initial Risks
- Manage Project Plan and Critical Path
- Risk and Issue Management and Mitigation/Resolution
- Manage Artifacts within the PMO Stage Gate Process
- Communications Plan Development and Implementation
- Ongoing Status Reporting
- Support Process Design, Requirements Gathering and Functional Design with SMEs and Stakeholders
- Support Vendor Selection Process (as needed for Mobile/Visual Units for Harbor Police Project)

APPROVALS:

SAN DIEGO UNIFIED PORT DISTRICT

APPROVED: ☒ **YES** ☐ **NO**

Signature: 

Name: Mark Zecca

Title: CTO, IT

Date: 12/14/2016



INFORMATION TECHNOLOGY
San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-6291

TASK AUTHORIZATION NO. 2
Amendment No. 1

**REFERENCE
 COPY**

62695

June 14, 2017

Nilay Thakkar
 ACME Business Consulting and Excelerate LLC
 12707 High Bluff Drive, Ste. 200
 San Diego, CA 92130
 Email: nilay@exceleratellc.com

Subject: Amendment to Task Authorization for Agreement No. 156 - 2014:
 As Needed Project Management Office (PMO) Services

1. Task Authorization No. 2 Titled "Project Management Services, dated 11/30/2016, has been amended as follows:
 - a. Item 3, Task Budget, is hereby amended to \$148,480
 - b. Item 6, Task End Date, is hereby amended to 11/30/2017
 - c. Item 8, Scope of Services is hereby amended to reflect the following:

Project	Classification	Rate
Closed Circuit TV (CCTV) Infrastructure Project	Project Manager	\$92/hr
Mobile and Visual Units for Harbor Police Project	Project Manager	\$92/hr
Next Gen 800MHz Project	Project Manager	\$92/hr
Document Management System Front End Replacement	Project Manager	\$92/hr
Document Management System Upgrade	Project Manager	\$92/hr
Unified Communication and Collaboration Software Implementation	Project Manager	\$92/hr
Windows Server 2003 Remediation	Project Manager	\$92/hr

See Amendment no. 1 to Agreement for As Needed Project Management Office (PMO) Services (Clerks No. 65872) section 1.b which states "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."

A. Project Manager Duties

- i. Project Initiation
- ii. Stakeholder Analysis
- iii. Define Scope
- iv. Define Team along with Roles/Responsibilities

B. Develop Project Charter and Obtain Sponsor/Stakeholder Approval

- i. Scope (In and Out)
- ii. Vision
- iii. Stakeholders and Project Team RACI
- iv. High Level Process Map
- v. Initial Risks

C. Manage Project Plan and Critical Path

D. Risk and Issue Management and Mitigation/Resolution

E. Manage Artifacts within the PMO Stage Gate Process

F. Communications Plan Development and Implementation

G. Ongoing Status Reporting

H. Support Process Design, Requirements Gathering and Functional Design with SMEs and Stakeholders

I. Support Vendor Selection Process

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

AGREEMENT SUMMARY

	Term of Agreement:	11/4/2017
1	TA Capacity:	\$900,000
2	Executed TA Total:	\$633,824.75
3	Pending TA Total:	\$0.00
4	Available Funds:	\$266,175.25
5	TA Amount:	\$148,480
6	Remaining Balance:	\$117,695.25

=Line 1 – [Line 2+ Line 3]

3. Please acknowledge acceptance of this Amendment Task Authorization #2 by signing below and returning via e-mail to cjoslin@portofsandiego.org.

APPROVALS

Excelerate, LLC:


Signature: 

Name: Nilay Thakkar

Title: President

Date: 6/14/2017

Project Manager:

Signature: 

Name: Chrissy Joslin

Title: Sr. Management Analyst

Date: 6/14/17

CTO

Signature: 

Name: Paul Fanfera

Title: Asst. V.P., Business & Technology,
Information Technology

Date: 6/14/17

(2)

REFERENCE
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62695



INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

TASK AUTHORIZATION NO. 2 Amendment No. 2

October 18, 2017

Nilay Thakkar
ACME Business Consulting and Excelerate LLC.
12707 High Bluff Drive, Ste. 200
San Diego, CA 92130
Email: nilay@exceleratellc.com

**Subject: Amendment to Task Authorization for Agreement No. 156 - 2014
As Needed Project Management Office (PMO) Services**

-
1. Task Authorization No. 2, for Project Management Services, dated November 30, 2016 along with Amendment No. 1 to this Task Authorization dated June 14, 2017, is amended as follows:
 - a. Item 3, Task Budget is hereby reduced by \$29, 162 for an aggregate, not to exceed total of \$119,318;
 - b. Item 6, Task End Date, is hereby amended to 10/18/2017
 2. All other terms, covenants, and conditions in the original Task Authorization shall remain in full force and effect and shall be applicable to this Amendment.

3. Please acknowledge acceptance of this Amendment by signing below and returning a copy via email to cjoslin@portofsandiego.org.

APPROVALS**Consultant:**Signature: *Nilay Thakkar*

Name: Nilay Thakkar

Title: President

Company: Excelerate LLC.

Date: 24-Oct-2017

Project Manager:Signature: *C. Joslin*

Name: Chrissy Joslin

Title: Sr. Management Analyst

Date: 10/18/2017

DirectorSignature: *Keith Coffey*

Name: Keith Coffey

Title: Chief Technology Officer

Date: 10-18-2017

(2)

REFERENCE 9 A
COPY
62695



Information Technology Department
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280
Fax (619) 686-7278

TASK AUTHORIZATION #3

March 17, 2016

Nilay Thaker
ACME Business Consulting and Excelerate LLC
4445 Eastgate Mall, #200
San Diego, CA 92121
Email: nilay@exceleratellc.com

**Subject: Task Authorization #2 for Agreement No. 156-2014
As Needed Project Management (PMO Services)**

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$11,275. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #3** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Chrissy Joslin	4.	WBS or IO/ Cost Center:	
2.	Date of Request:	3/17/17	5.	Task Start Date:	3/20/17
3.	Task Budget:	\$11,275.00	6.	Task End Date:	6/30/2017
7: Task Title: Website Redesign Project Management.					

8. Scope of Services:

Key Activities

- Review and assess technical merits of short list vendor proposals (estimated 4-6 proposals)
- Develop and deliver a framework to assess the technical parts of the proposals Help the team prep for the demos including questions to ask related to technical merit
- Participate in presentations and demos days on 3/28 and 3/29
- Make recommendations (only on technical merits) based on the framework results to the Port team on finalists (Port team would consider this input in their final decision)

Key Deliverables

- Technical assessment framework (how and what)
- Key questions for Port team to ask at the 3/28 and 3/29 Interviews/Demos
- Technical assessment results (prioritized list of vendors)

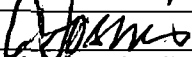
AGREEMENT SUMMARY


Term of Agreement: 11/4/217	
① Task Authorization Capacity:	\$1,200,000\$
② Executed TA Total:	\$646,179.75
③ Pending TA Total:	0.00
④ Available Funds:	553,820.25
⑤ Task Authorization Amount:	\$11,275.00
⑥ Remaining Balance:	\$542,545.25

= Line ① - [Line ② + Line ③]

APPROVALS:

SAN DIEGO UNIFIED PORT DISTRICT
APPROVED: ☒ **YES** ☐ **NO**

Signature:	
Name:	Chrissy Joslin
Title:	Project Manager
Date:	03/17/17

Signature:	
Name:	Paul Fanfera
Title:	Assistant Vice President, Business and Technology
Date:	03/17/17



Information Technology Department
San Diego Unified Port District
 3165 Pacific Highway
 San Diego, CA 92101
 (619) 686-7280

TASK AUTHORIZATION NO. 4

**REFERENCE
COPY**

May 9, 2017

62695

Nilay Thakkar
 ACME Business Consulting and Excelerate LLC
 12707 High Bluff Drive, Ste. 200
 San Diego, CA 92103
 Email: nilay@exceleratellc.com

**Subject: Task Authorization for Agreement No. 156- 2014
 As Needed Project Management Office (PMO) Services**

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$57,400. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #4** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Chrissy Joslin	4.	WBS or IO/ Cost Center:	
2.	Date of Request:	5/9/2017	5.	Task Start Date:	6/1/17
3.	Task Budget:	\$57,400	6.	Task End Date:	6/30/2018
7.	Task Title: Website Redesign Project Technical Direction				

8. Scope of Services.

Key Activities

- Act as technical representative of the Port for website development (and other projects as needed).
- Be involved in all stages of the project from discovery to development, user testing and launch, on an as-needed basis.
- Assess the technical aspects of the solution, as it is developed by the chosen vendor. Some key focus areas include:

- The CMS - usability, performance, server environment/setup, structure, roles/permissions, etc.
- Front-end website - features, how well it captures the requirements, performance & security, design, mobile-friendliness, etc.
- Overall tech stack - long-term stability/viability, ease to maintain, etc.

• Ensure that the final solution meets the parameters set forth in the RFP and the approved proposal.

- Guide the vendors' development of a Test Plan to ensure it meets the Port's needs and minimizes risk.
- Make sure that the application (front-end and back-end) is tested well enough to ensure full planned functionality as well as stability.
-
- Participate in any meetings, demos, training or working sessions
- Assist the PORT with technical design for any supporting projects that intersect with the Website Redesign project, including but not limited to CRM integration and Intranet integration.

9. Contractor Staffing (If applicable)

Name	Classification	Rate	Hours
Chandan Kanodia	*Technical Director	\$205	410

**See Amendment no. 1 to Agreement for As Needed Project Management Office (PMO) Services (Clerks No. 65872) section 1.b which states "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."*

10. List of Sub-Contractors (If applicable)

N/A

11. Please acknowledge acceptance of this Task Authorization by signing below and returning via e-mail to cjoslin@portofsandiego.org, Project Manager.

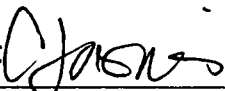
AGREEMENT SUMMARY

	Term of Agreement:	11/4/2017
1	TA Capacity:	\$1,200,000
2	Executed TA Total:	\$657,454.75
3	Pending TA Total:	\$0.00
4	Available Funds:	\$542,545.25
5	TA Amount:	\$51,250
6	Remaining Balance:	\$491,295.25

=Line 1 – [Line 2+ Line 3]

APPROVALS

SAN DIEGO UNIFIED PORT DISTRICT APPROVED: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

Project Manager:Signature: 

Name: Chrissy Joslin

Title: Senior Management Analyst

Date: 5/30/17

Director:Signature: 

Name: Paul Fanfera

Title: Assistant Vice President

Date: 5/30/17

Excelerate:Signature: 

Name: Nilay Thakkar

Title: President

Date: 5/30/2017

(3)

TASK AUTHORIZATION FORM
San Diego Unified Port District



INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-6324

**REFERENCE
COPY**

TASK AUTHORIZATION #5

62695

July 7, 2017

Nilay Thakkar
 ACME Business Consulting and Excelerate LLC
 12707 High Bluff Dr., #200
 San Diego, CA 92103
 Email: nilay@exceleratellc.com

Subject: Task Authorization #5 for Agreement No. 156-2014 (Clerk's Document No. 62695) – As Needed Project Management Office (PMO) Services

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$36,175.00. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #5** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Tom Gresham	4.	WBS or IO/ Cost Center:	176
2.	Date of Request:	07/07/17	5.	Task Start Date:	07/10/2017
3.	Task Budget:	\$36,175	6.	Task End Date:	11/04/2017
7.	Task Title: Project Management Services				

TASK AUTHORIZATION FORM San Diego Unified Port District

8. Scope of Services.

- Act as technical leader for the Harbor Police Department (HPD) through the Port of San Diego IT Department.
 - Extend IT services to HPD, which is not to add, transition, or centralize any tech functions to HPD from IT
- Delivery of Tier 1 response as possible, in support of Port Help Desk, escalation to Tier 2 support when needed
- Directly access and work through key internal IT individuals (with appropriate permissions and authority) for escalated Tier 3 support needs
 - Act as the secondary systems administration for Public Safety Systems
 - Primary System Admin will be responsible for assigning System Administration work
 - Will not be required to administer Access Control for entire Port, but potentially departmental administration for HPD
- Engage with systems vendors as needed and provide vendor guidance as needed
- Support special project work for HPD and Public Safety Systems that have a direct impact to the HPD
- Operationally reports to and takes direction from the HPD technology program manager

Pricing:

- Role Title – Technical Architect (per our rate card)
- \$98 per hour
- Time and Materials Engagement
- Billed at the end of each month for services provided during the previous month
- Net 30 terms

9. Contractor Staffing (If applicable)

Name	Classification	Hours
	Staff as needed per Agreement rates	

10. List of Sub-Contractors (If applicable)

N/A

Term of Agreement: 11/04/2017 – 11/04/2017		
①	OA Capacity:	\$179,730.00
②	Executed Invoices/TA Total:	143,555.00
③	Pending TA Total:	0
④	Available Funds:	\$36,175.00
⑤	Task Authorization Amount:	36,175.00
⑥	Remaining Balance:	\$0.00

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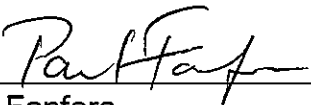
TASK AUTHORIZATION FORM
San Diego Unified Port District

Page 128 of 209 A

APPROVALS

SAN DIEGO UNIFIED PORT DISTRICT

APPROVED: ☒ **YES** ☐ **NO**

Signature: 

Name: Paul Fanfera

Title: AVP, Information and Technology

Date: 7/10/17



(2)

62695

INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-6291

TASK AUTHORIZATION NO. 5
Amendment No. 1

August 22, 2017

Nilay Thakkar
ACME Business Consulting and Excelerate LLC.
12707 High Bluff Dr., #200
San Diego, CA 92103
Email: nilay@exceleratellc.com

Subject: Amendment to Task Authorization #5 for Agreement No.156-2014 (Clerk's Document No. 62695:
As Needed Project Management Office (PMO) Services

-
1. Task Authorization No. 5, (Project Management Services), dated July 7, 2017, has been amended as follows:
 - a. Item 3 (for Task Budget) is replaced with \$376,320.00
 - b. Item 6 (for Task End Date) is replaced with 6/30/2019
 2. All other terms, covenants, and conditions in the original Task Authorization shall remain in full force and effect and shall be applicable to this Amendment.
 3. Agreement Summary

	Term of Agreement:	11/4/2019
1	TA Capacity:	\$783,745
2	Executed TA Total:	\$217,155
3	Pending TA Total:	\$0
4	Available Funds:	\$566,590
5	TA Amount:	\$376,320
6	Remaining Balance:	\$190,270



3. Please acknowledge acceptance of this Amendment by signing below and returning via email to Chrissy Joslin, Project Manager, at cjoslin@portofsandiego.org.

APPROVALS

Consultant:

Signature: *Nilay Thakkar*

Name: Nilay Thakkar

Title: President

Company: Excelerate LLC

Date: 22-Aug-2017

Project Manager:

Signature: *Chrissy Joslin*

Name: Chrissy Joslin

Title: Sr. Management Analyst

Date: 8/23/2017

Director

Signature: *Paul Fanfera*

Name: Paul Fanfera

Title: Asst. VP, Business & Technology

Date:

(2)
TASK AUTHORIZATION FORM
San Diego Unified Port District

REFERENCE
Page 131 of 200 **COPY**

62695



INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

TASK AUTHORIZATION NO. 6

September 29, 2017

Nilay Thakkar
President
Excelerate LLC.
12707 High Bluff Dr., #200
San Diego, CA 92103
Email: nilay@exceleratellc.com

Subject: Task Authorization for Agreement No. 156- 2014
As Needed Project Management Office (PMO) Services

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$190,230. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #6 on invoice(s) for this Task.**

TASK DESCRIPTION

1.	Requestor:	Chrissy Joslin	4.	WBS or IO/ Cost Center:	124
2.	Date of Request:	9/29/2017	5.	Task Start Date:	10/2/2017
3.	Task Budget:	\$190,230	6.	Task End Date:	2/3/2018
7.	Task Title: Chief Information Security Officer Services				

TASK AUTHORIZATION FORM
San Diego Unified Port District

Agreement Summary

Term of Agreement: 11/14/2019	
1.	TA Capacity: \$1,200,000
2.	Executed TA Total: \$1,009,721
3.	Pending TA Total: \$0
4.	Available Funds: \$190,279
5.	TA Amount: \$190,230
6.	Remaining Balance: \$49

= Line 1- (Line 2 + Line 3)

9. Contractor Staffing (If applicable)

Name	Classification	Rate/hr
Robert Renzulli	Chief Information Security Officer	\$255


10. List of Sub-Contractors (If applicable)

NA

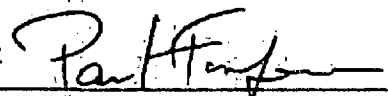
11. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to Chrissy Joslin at [cj Joslin at cjoslin@portofsandiego.org](mailto:cjoslin@portofsandiego.org).

APPROVALS


Project Manager:

Signature: 
Name: Chrissy Joslin
Title: Sr. Management Analyst
Date: 9/29/2017

Director:

Signature: 
Name: Paul Fanfera
Title: Assistant Vice President
Date: 9/29/2017

Excelerate LLC.:

Signature: 
Name: Nilay Thakkar
Title: President
Date: 29-Sep-2017

(2)



INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

TASK AUTHORIZATION NO. 6 Amendment No.1

January 24, 2018

Nilay Thakkar
President
Excelerate LLC.
12707 High Bluff Dr., #200
San Diego, CA 92103
Email: nilay@exceleratellc.com

Subject: Amendment to Task Authorization for Agreement No. 156 - 2014
As Needed Project Management Office (PMO) Services

-
1. Task Authorization No. 6, (Chief Information Security Office Services), dated September 29, 2017 has been amended as follows:
 - a. Item 3, Task Budget is increased by \$61,000 to reflect a total budget of \$251,230
 - b. Item 6, Task End Date is extended to reflect 3/31/2018
 2. All other terms, covenants, and conditions in the original Task Authorization shall remain in full force and effect and shall be applicable to this Amendment.

(2)



INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

TASK AUTHORIZATION NO. 6 Amendment No.1

January 24, 2018

Nilay Thakkar
President
Excelerate LLC.
12707 High Bluff Dr., #200
San Diego, CA 92103
Email: nilay@exceleratellc.com

Subject: Amendment to Task Authorization for Agreement No. 156 - 2014
As Needed Project Management Office (PMO) Services

-
1. Task Authorization No. 6, (Chief Information Security Office Services), dated September 29, 2017 has been amended as follows:
 - a. Item 3, Task Budget is increased by \$61,000 to reflect a total budget of \$251,230
 - b. Item 6, Task End Date is extended to reflect 3/31/2018
 2. All other terms, covenants, and conditions in the original Task Authorization shall remain in full force and effect and shall be applicable to this Amendment.

3. Please acknowledge acceptance of this Amendment by signing below and returning via email to cjoslin@portofsandiego.org, Project Manager.

APPROVALS**Consultant:**Signature: Nilay ThakkarName: Nilay ThakkarTitle: PresidentCompany: Excelerate, LLC.Date: 25-Jan-2018**Project Manager:**Signature: CJoslinName: Chrissy JoslinTitle: Sr. Management AnalystDate: 1/24/18**Chief Technology Officer**Signature: Keith CoffeyName: Keith CoffeyDate: 1/24/18

3. Please acknowledge acceptance of this Amendment by signing below and returning via email to cjoslin@portofsandiego.org, Project Manager.

APPROVALS**Consultant:**Signature: Nilay ThakkarName: Nilay ThakkarTitle: PresidentCompany: Excelerate, LLC.Date: 25-Jan-2018**Project Manager:**Signature: Name: Chrissy JoslinTitle: Sr. Management AnalystDate: 1/24/18**Chief Technology Officer**Signature: Name: Keith CoffeyDate: 1/24/18



(2)

Page 1 of 209 A

REFERENCE
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62695

INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

TASK AUTHORIZATION NO. 6 Amendment No. 2

March 27, 2018

Nilay Thakkar
President
Excelerate, LLC.
12707 High Bluff Dr., #200
San Diego, CA 92130
Email: nilay@exceleratellc.com

**Subject: Amendment to Task Authorization for Agreement No. 156 - 2014
AS NEEDED PROJECT MANAGEMENT OFFICE (PMO) SERVICES**

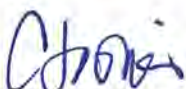
Task Authorization No. 2, Chief Information Security Officer Services, dated September 29, 2017, has been amended as follows:

- A. Item 3, Task Budget is increased by \$67,000 to reflect a total budget of \$318,230.
 - B. Item 6, Task End Date is extended to reflect 4/30/2018
2. All other terms, covenants, and conditions in the original Task Authorization shall remain in full force and effect and shall be applicable to this Amendment.

3. Please acknowledge acceptance of this Amendment by signing below and returning via email to Chrissy Joslin, Project Manager, at [cj Joslin@portofsandiego.org](mailto:cjoslin@portofsandiego.org).

APPROVALS

Project Manager:

Signature: 

Name: Chrissy Joslin

Title: Sr. Management Analyst

Date: 3/28/18

Chief Technology Officer:


Signature: 

Name: Keith Coffey

Title: Chief Technology Office

Date: 3/28/2018

Excelerate, LLC.

Signature: 

Name: Nilay Thakkar

Title: President

Date: 28-Mar-2018

(4)

62695

TASK AUTHORIZATION FORM
San Diego Unified Port District



INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

TASK AUTHORIZATION NO. 7

November 6, 2017

Nilay Thakkar
President
Excelerate LLC.
12707 High Bluff Dr., #200
San Diego, CA 92103
Email: nilay@exceleratellc.com

Subject: Task Authorization for Agreement No. 156- 2014
As Needed Project Management Office (PMO) Services

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$29,211. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #7** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Chrissy Joslin	4.	WBS or IO/ Cost Center:	TP-0076
2.	Date of Request:	11/6/2017	5.	Task Start Date:	11/08/2017
3.	Task Budget:	\$ 29,211.00	6.	Task End Date:	6/30/2019
7.	Task Title: Document Management System Front End Replacement Project Management Services				

TASK AUTHORIZATION FORM

San Diego Unified Port District

8. Scope of Services.

- Provide overall program management and guidance, ensuring that initiatives remain on schedule and within acceptable and agreed parameters.
- Collaborate and support the business representatives to resolve issues or prioritize functions as agreed
- Provide direction to the project team, stakeholders or members
- Communicate to project team leadership regarding all operations and details of the project
- Proactively monitor progress of the work against the project plan, undertake actions to stay on track
- Actively manage the project issues & risk list. Provide recommendations to mitigate risks and resolve issues and manage issues to resolution
- Provide first line of resolution prior to issue escalation
- Understand when to escalate an issue to project leadership
- Develop and review agreed upon deliverables
- Lead and facilitate key project team meetings to drive decisions
- Develop and deliver presentations for team
- Understand business justification and project prioritization
- Present and/or Collaborate with the Executive Sponsor(s) to provide progress updates and inform on program risks and issues
- Provide other program/project management services as needed outside the traditional project model

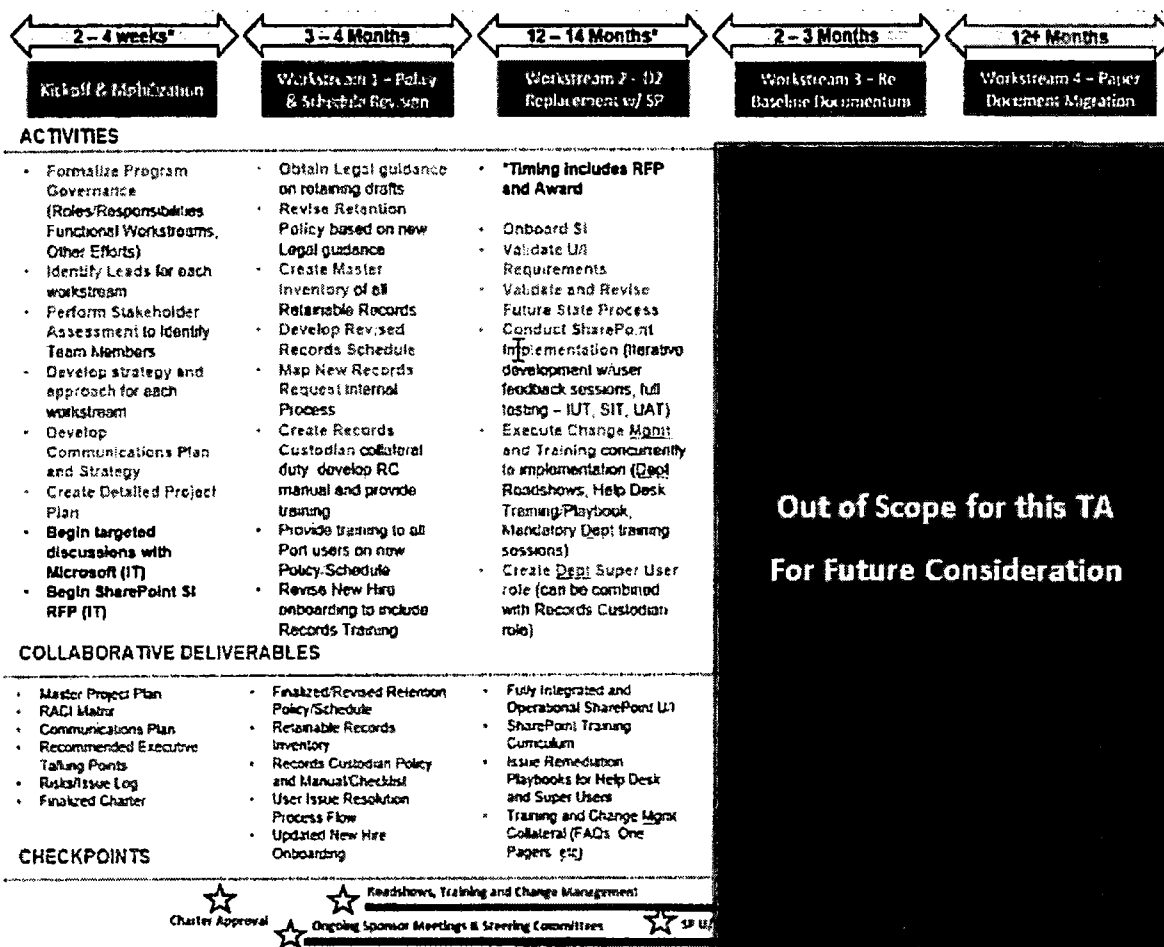
A. Key Assumptions:

- Excelerate shall rely on the accuracy of the data or information provided by the Port of San Diego, its representatives or advisors
- Timely and reasonable access to personnel across the organization
- Location of primary work site: San Diego, CA
- The Port of San Diego will provide on-site access for both resources & seating for 1 Excelerate resource
- All deliverables will be reviewed for relevance & responsibility at the start of Workstream 2 with Workstream 3 and 4 as future items if needed
- Timeline above is estimated based on a strawman effort conducted in a prior phase

TASK AUTHORIZATION FORM San Diego Unified Port District

- Timely policy decisions will be provided as to not impact the estimated timeline

B. Project Scope Overview



**Out of Scope for this TA
For Future Consideration**

Agreement Summary

Term of Agreement: 11/4/2019	
1.	TA Capacity: 783,754.00
2.	Executed TA Total: 754,543.00
3.	Pending TA Total: 0.00
4.	Available Funds: 29,211
5.	TA Amount: 29,211
6.	Remaining Balance: 0.00

= Line 1- (Line 2 + Line 3)

TASK AUTHORIZATION FORM **San Diego Unified Port District**

9. Contractor Staffing (If applicable)

Name	Classification	Rate/hr
Vay Shire	Senior Project Manager	\$120
Eric Engel	Senior Manager – Quality Assurance	\$0

10. List of Sub-Contractors (If applicable)

N/A

11. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to Chrissy Joslin at [cj Joslin at cjoslin@portofsandiego.org](mailto:cjoslin@portofsandiego.org)

APPROVALS

Project Manager:

Signature: 

Name: Chrissy Joslin

Title: Sr. Management Analyst

Date: 11/6/17

Director:

Signature: 

Name: Paul Fanera

Title: Assistant Vice President

Date: 11/6/17

Excelebrate LLC.

Signature: 

Name: Nilay Thakkar

Title: President

Date: 06-Nov-2017

(2)

62695



INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

TASK AUTHORIZATION NO. 7
Amendment No. 1

January 15, 2018

Nilay Thakkar
President
Excelerate LLC.
12707 High Bluff Dr., #200
San Diego, CA 92103
Email: nilay@exceleratellc.com

Subject: Amendment to Task Authorization for Agreement No. 156 - 2014
As Needed Project Management Office (PMO) Services

1. Task Authorization No. 7, (Document Management System Front End Replacement Project Management Services), dated November 6, 2017, has been amended as follows:

- a. Item 3, Task Budget: increased by \$360,789 to reflect a total of \$390,000
- b. Item 7, Task Title: is changed to: "Document Management System Front End Replacement Project and Other As Needed Project Management Services"
- c. Item 8, Scope of Services, Agreement Summary: revised to reflect the following:

	Term of Agreement:	11/4/2019
1.	TA Capacity:	\$1,863,754
2.	Executed TA Total:	\$783,754
3.	Pending TA Total:	\$0.00
4.	Available Funds:	\$1,080,000
5.	Original TA Amount:	\$29,211
6.	TA Amendment Increase:	\$360,789
7.	Total Amended TA Value:	\$390,000
8.	Remaining Balance:	\$719,211

= Line 1- (Line 2 + Line 3)
Already included in Line 2 value

= Line 5 + Line 6

= Line 4 - Line 6

1225871

2. All other terms, covenants, and conditions in the original Task Authorization shall remain in full force and effect and shall be applicable to this Amendment.
3. Please acknowledge acceptance of this Amendment by signing below and returning a "wet signature" via email to cjoslin@portofsandiego.org, Project Manager.

APPROVALS**Consultant:**Signature: *Nilay Thakker*

Name: Nilay Thakker

Title: President

Company: Excelerate, LLC.

Date: 18-Jan-2018

District Project Manager:Signature: *Chrissy Joslin*

Name: Chrissy Joslin

Title: Sr. Management Analyst

Date: *1/18/18***District Chief Technology Officer**Signature: *Keith Coffey*

Name: Keith Coffey

Date: *1/19/18*

(2)

**INFORMATION TECHNOLOGY**

San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

**REFERENCE
COPY**

62695

**TASK AUTHORIZATION NO. 7
Amendment No. 2**

July 20, 2018

Nilay Thakkar
President
Excelerate LLC.
12707 High Bluff Dr., #200
San Diego, CA 92103
Email: nilay@exceleratellc.com

**Subject: Amendment to Task Authorization for Agreement No. 156 - 2014
AS NEEDED PROJECT MANAGEMENT OFFICE (PMO) SERVICES**

Task Authorization No. 7 Amendment No. 1, for "Document Management System Front End Replacement Project", dated January 15, 2018, has been amended as follows:

- A. Item 1.a for Task Budget, is hereby decreased by \$79,500 to reflect a new total of \$310,500
- B. Item 1.c, Scope of Services, Agreement Summary, line number 7 "Total Amended Value" is hereby revised to reflect \$310,500
- C. Item 9 for Contractor Staffing is amended, effective August 1, 2018, to reflect the following:

Name	Classification	Rate/hr
Vay Shire	Senior Project Manager	\$135
Eric Engel	Senior Manager – Quality Assurance	\$0

2. All other terms, covenants, and conditions in the original Task Authorization shall remain in full force and effect and shall be applicable to this Amendment.
3. Please acknowledge acceptance of this Amendment by signing below and returning via email to [cj Joslin@portofsandiego.org](mailto:cjoslin@portofsandiego.org), Project Manager.

APPROVALS

Chief Technology Officer:

Signature: _____

Name: Keith Coffey

Date: _____

7/25/18

Project Manager:

Signature: _____

Name: Chrissy Joslin

Date: _____

7/25/18

Excelerate LLC.

Signature: _____

Name: Nilay Thakkar

Title: President

Date: _____

24-Jul-2018



INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

TASK AUTHORIZATION NO. 7
Amendment No. 3

REFERENCE
COPY
62695

March 6, 2019

Nilay Thakkar
President
Excelerate, LLC.
12707 High Bluff Dr., Ste. #245
San Diego, CA 92130
Email: nilay@excelerate.com

Subject: Amendment to Task Authorization for Agreement No. 156- 2014
As Needed Project Management Office (PMO) Services

Task Authorization No. 7, (Document Management System Front End Replacement and Other As Needed Project Management Services), dated November 6, 2017, has been amended as follows:

- A. Item 3 titled "Task Budget" is hereby increased by \$170,000 for a new total of \$480,500
 - B. Item 6 titled "Task End Date" is hereby extended to 11/4/2019
2. All other terms, covenants, and conditions in the original Task Authorization shall remain in full force and effect and shall be applicable to this Amendment.



INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

TASK AUTHORIZATION NO. 9
Amendment No.1

REFERENCE
COPY
62695

February 11, 2019

Nilay Thakkar
President
Excelerate, LLC.
12707 High Bluff Dr., Ste. #245
San Diego, CA 92130
Email: nilay@exceleratellc.com

Subject: Amendment to Task Authorization for Agreement No. 156-2014
As-Needed Project Management Office (PMO) Services

Task Authorization No. 9, (Security Operations Center Analysis), dated March 6, 2018, has been amended as follows:

- A. Item 3, "Task Budget" is replaced with \$143,775.00
- 2. All other terms, covenants, and conditions in the original Task Authorization shall remain in full force and effect and shall be applicable to this Amendment.



INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

TASK AUTHORIZATION NO.11
Amendment No.2

REFERENCE
COPY
62695

February 11, 2019

Nilay Thakkar
President
Excelerate, LLC.
12707 High Bluff Dr., Ste. #245
San Diego, CA 92130
Email: nilay@exceleratellc.com

Subject: Amendment to Task Authorization for Agreement No. 156- 2014
As-Needed Project Management Office (PMO) Services


Task Authorization No. 11, (SharePoint Administration), dated June 11, 2018, has been amended as follows:

- A. Item 3 "Task Budget" is hereby replaced with \$70,113.75
- 2. All other terms, covenants, and conditions in the original Task Authorization shall remain in full force and effect and shall be applicable to this Amendment.

3. Please acknowledge acceptance of this Amendment by signing below and returning a via email to Chrissy Joslin, Project Manager, at [cj Joslin@portofsandiego.org](mailto:cjoslin@portofsandiego.org).

APPROVALS

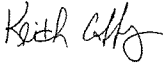
Project Manager:

Signature: 

Name: Chrissy Joslin

Date: Mar 18, 2019

Chief Technology Officer:

Signature: 

Name: Keith Coffey

Date: Mar 20, 2019

Excelerate, LLC.

Signature: 

Name: Nilay Thakkar


Title: President

Date: Mar 18, 2019

3. Please acknowledge acceptance of this Amendment by signing below and return via email to Chrissy Joslin, Project Manager, at [cj Joslin@portofsandiego.org](mailto:cjoslin@portofsandiego.org).

APPROVALS

Project Manager:


Signature: 

Name: Chrissy Joslin

Date: Mar 18, 2019



Chief Technology Officer:

Signature: 

Name: Keith Coffey

Date: Mar 20, 2019

Excelerate, LLC.

Signature: 

Name: Nilay Thakkar

Title: President


Date: Mar 18, 2019

3. Please acknowledge acceptance of this Amendment by signing below and return via email to Chrissy Joslin, Project Manager, at cjoslin@portofsandiego.org.

10-10-19
10-10-19

APPROVALS


Project Manager:

Signature: 

Name: Chrissy Joslin

Date: Mar 18, 2019

Chief Technology Officer:

Signature: 

Name: Keith Coffey

Date: Mar 21, 2019

Excelerate, LLC

Signature: 

Name: Nilay Thakkar

Title: President

Date: Mar 18, 2019

(4)

TASK AUTHORIZATION
San Diego Unified Port District

62695



INFORMATION TECHNOLOGY

*San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280*

TASK AUTHORIZATION NO. 8

January 18, 2018

Nilay Thakkar
President
Excelerate. LLC.
(12707 High Bluff Dr., #200
San Diego, CA 92130
Email: nilay@exceleratellc.com

Subject: Task Authorization for Agreement No. 156-2014
As Needed Project Management Office (PMO) Services

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$99,375.00. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA # 8** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Chrissy Joslin	4.	WBS or IO/ Cost Center:	CC 176
2.	Date of Request:	1/18/2018	5.	Task Start Date:	1/22/2018
3.	Task Budget:	\$99,375.00	6.	Task End Date:	8/31/2018
7.	Task Title: Develop & Implement IT Portfolio Office Standards and Governance Model				

D2 # 1224897

TASK AUTHORIZATION
San Diego Unified Port District

8. Scope of Services.

A. Assumptions

- 1) The District will provide Service Provider with accurate data or information in a timely manner.
- 2) The District will provide timely and reasonable access to personnel across the organization.
- 3) The District will provide Service Provider a workspace for one resource within the IT Department at the Don L. Nay Administration Building.
- 4) The District will not provide Service Provider with a computer in the allocated workspace.
- 5) The District will provide on-site physical access for one Service Provider resource.
- 6) The District will provide a SharePoint site if necessary.
- 7) Service Provider will provide SharePoint site content if necessary.
- 8) EPMO content to be defined & developed by the District and Service Provider will coordinate to align between the EPMO and IT PMO
- 9) SDLC will be for Waterfall methodology as a baseline and other methodologies (e.g. Agile) can be evaluated later.

B. Summary

- 1) Service Provider will provide professional expertise to help the IT Portfolio Office develop standards for IT project governance in support of the District's efforts to implement an enterprise project management office (EPMO).
- 2) Service Provider will provide recommendations to the District, on how to help the IT Portfolio Office mature its processes, practices, and standards using PMBoK® and ITIL® best practices in support of the governance model.
- 3) Service Provider will establish the governance model based upon the District's business needs & requirements.
- 4) Service Provider will develop a plan to implement the governance model once approved.
- 5) Service Provider will execute the plan to implement the governance model

C. Key Activities and Deliverables

TASK AUTHORIZATION San Diego Unified Port District

		2-4 weeks	6-8 weeks	4-6 weeks	1-2+ months
		MOBILIZE	DEFINE	ALIGN & PREPARE	IMPLEMENT
Activities		<ul style="list-style-type: none"> Review existing governance model Understand organizational departments Conduct & schedule interviews with key stakeholders (e.g. ePMO consultant, PMO lead, Architects, Project Managers) to determine current state, project characteristics and/or types and typical project path from idea to implementation Summarize findings of current state 	ePMO & PMO <ul style="list-style-type: none"> Departmental membership Guiding principles Define roles & responsibilities Define decision making rights Define Methodology <ul style="list-style-type: none"> Framework methodology for (non-agile or SaaS) project management and execution (e.g. SDLC) Brand or name SDLC Determine need for project tailoring Define toll gates & groups to govern (e.g. architecture review board, IT governance board, operational readiness board, finance review board, security review board) to evolve the next phase of maturity & consider fit for the organization Define meeting purpose, chairs/attendees, entry/exit criteria & meeting cadence Define deliverables, by phase, for methodology Develop high level socialization presentation for ePMO, PMO & SDLC 	<ul style="list-style-type: none"> Present socialization deck to project stakeholders Gather & incorporate feedback Identify & prepare internal champions to aid in message delivery & facilitate transition <ul style="list-style-type: none"> Initiate the training of internal resource(s) Schedule department reviews of content developed in the define phase Define & centralize (e.g. broadly accessible) artifacts for reference Develop SharePoint site or equivalent site for ePMO, PMO & SDLC content <ul style="list-style-type: none"> Issue, risk, action log Determine staff plan to support implementation 	<ul style="list-style-type: none"> Develop detailed implementation plan (e.g. new versus existing projects) Schedule & run meetings for governing groups Develop detailed meeting agendas Develop deliverables templates for SDLC in partnership with the Port of San Diego Update SharePoint site or equivalent with SDLC deliverable templates Develop feedback loop to incorporate continuous improvement with Project Managers
	Deliverables	<ul style="list-style-type: none"> Governance model Interview synopsis and themes High level current state assessment 	<ul style="list-style-type: none"> Department Organizational Structure with identified membership ePMO & PMO Governance document SDLC <ul style="list-style-type: none"> With tollgates With governing groups With entry/exit criteria Governing group purpose, meetings, chairs/attendees & cadence List of deliverables, by phase, for methodology Draft ePMO, PMO & SDLC socialization presentation 	<ul style="list-style-type: none"> Final socialization presentation SharePoint site or equivalent populated with relevant ePMO, PMO & SDLC content Recommended staffing plan 	<ul style="list-style-type: none"> Implementation plan Scheduled governing meetings with associated meeting minutes SDLC deliverable templates

9. Agreement Summary

Term of Agreement: 11/4/2019	
1.	TA Capacity: \$1,863,754
2.	Executed TA Total: \$783,754
3.	Pending TA Total: \$360,789
4.	Available Funds: \$719,211
5.	TA Amount: \$99,375
6.	Remaining Balance: \$619,836

= Line 1- (Line 2 + Line 3)

10. Contractor Staffing (If applicable)

Name	Classification	Rate
Ann Tofolo	Senior Project Manager	159/hour
Eric Engel	Quality Assurance	No charge

11. List of Sub-Contractors (If applicable)


N/A

TASK AUTHORIZATION
San Diego Unified Port District

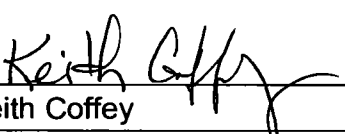
12. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to Chrissy Joslin at cjoslin@portofsandiego.org.

APPROVALS


District Project Manager:

Signature: 
Name: Chrissy Joslin
Title: Sr. Management Analyst
Date: 1/11/18

District Chief Technology Officer:

Signature: 
Name: Keith Coffey
Title: Chief Technology Officer
Date: 1/19/18

Excelerate, LLC

Signature: 
Name: Nilay Thakkar
Title: President
Date: 19-Jan-2018



(2)

INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

**REFERENCE
COPY**

TASK AUTHORIZATION NO. 8
Amendment No. 1

62695

July 20, 2018

Nilay Thakkar
President
Excelerate LLC.
12707 High Bluff Dr., #200
San Diego, CA 92103
Email: nilay@exceleratellc.com

Subject: Amendment to Task Authorization for Agreement No. 156 - 2014
AS NEEDED PROJECT MANAGEMENT OFFICE (PMO) SERVICES

Task Authorization No. 8, for "Develop and Implement IT Portfolio Office Standards and Governance Model", dated January 18, 2018, has been amended as follows:

- A. Item 3, "Task Budget", is hereby decreased by \$15,976.50 to reflect a new total of \$83,398.50
 - B. Item 9, "Agreement Summary", line number 5 "TA Amount", is hereby revised to reflect \$83,398.50
2. All other terms, covenants, and conditions in the original Task Authorization shall remain in full force and effect and shall be applicable to this Amendment.

3. Please acknowledge acceptance of this Amendment by signing below and returning via email to cjoslin@portofsandiego.org, Project Manager.

APPROVALS

Chief Technology Officer:

Signature:

Name: Keith Coffey

Date:

7/28/18

Project Manager:

Signature:

Name: Chrissy Joslin

Date:

7/26/18

Excelerate LLC.

Signature:

Name: Nilay Thakkar

Title: President

Date:

24-Jul-2018

(4)
TASK AUTHORIZATION FORM
San Diego Unified Port District

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REFERENCE
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INFORMATION TECHNOLOGY

*San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280*

TASK AUTHORIZATION NO. 9

March 6, 2018

Nilay Thakkar
President
Excelerate LLC.
12707 High Bluff Dr., #220
San Diego, CA 92103
Email: nilay@exceleratellc.com

Subject: Task Authorization for Agreement No. 156- 2014
As Needed Project Management Office (PMO) Services

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$200,000. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #9** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Chrissy Joslin	4.	WBS or IO/ Cost Center:	176
2.	Date of Request:	03/06/2018	5.	Task Start Date:	03/12/2018
3.	Task Budget:	\$200,000	6.	Task End Date:	03/31/2019
7.	Task Title: Security Operations Center (SOC) Analyst				

TASK AUTHORIZATION FORM
San Diego Unified Port District

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8. Scope of Services.

A. Description - The Security Operations Center, Information Security Analyst, will be part of the SOC Team This center monitors, analyses and respond to IT Operations threats and vulnerabilities. The primary purpose of this position is to help coordinate and report on cyber incidents impacting the Port.

B. Principal Duties and Responsibilities

- 1) The analyst performs monitoring, research, assessment and analysis on Intrusion Detection and Prevention tools as well as Anomaly Detection systems, Firewalls, Antivirus systems, proxy devices (ELK+, FortiSIEM, FireEye, Palo Alto Networks, etc.) which requires demonstrable security incident response experience.
- 2) Follow pre-defined actions to handle Business as Usual (BAU), and Credible Threat issues including escalating to other support groups Execute daily ad-hoc tasks or lead small projects as needed.
- 3) Perform the initial risk assessment on new threats and vulnerabilities, perform assessment phase of Vulnerability and Threat Management process.
- 4) Perform evaluation as well as troubleshooting and help isolate issues with IDS/IPS sensors, Antivirus servers, Vulnerability scanners, etc.
- 5) Participate in daily and ad-hoc conference calls as well as compliance and controls, self-assessment processes and documentation related tasks.
- 6) Provide analysis and trending of security log data from a large number of heterogeneous security devices.
- 7) Provide Incident Response (IR) support when analysis confirms an actionable incident.
- 8) Provide threat and vulnerability analysis as well as security advisory services
- 9) Analyze and respond to previously undisclosed software and hardware vulnerabilities
- 10) Investigate, document, and report on information security issues and emerging trends.
- 11) Integrate and share information with other analysts and other teams
- 12) Other duties as assigned

TASK AUTHORIZATION FORM
San Diego Unified Port District

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- 13) Create and maintain operational reports for Key Performance Indicators (KPI), Key Risk Indicators (KRI) and weekly and Monthly Metrics.

C. Deliverables

- 1) Weekly Status Reports of current security solutions deployed at the Port.
 - a. Health
 - b. Event
 - c. Incident
 - d. Notification
- 2) Monthly Status Reports of existing security solutions implemented at the Port.
 - a. Health
 - b. Event
 - c. Incident
 - d. Notification
- 3) Daily Monitoring of Alerting and Notification from Security Systems
 - a. Creation of Incident (ITIL)
 - b. Multiple Incidents of a like nature will require a Problem Record (ITIL) to be created.
- 4) Investigation of identified security incidents or data breaches
 - a. Development of Threat Package
 - b. Notification to appropriate departments of credible security incidents or data breaches
- 5) Participation in weekly Operational meetings to provide status updates on active or resolved security incidents or data breaches
- 6) Provide feedback regarding vulnerability management improvement and enhancements
- 7) Be an active contributor to service strategy and design, service level management.

9. Contractor Staffing (If applicable)

Name	Classification	Rate
Billy Marsh	Security Operations Center Analyst	\$100/hr

TASK AUTHORIZATION FORM **San Diego Unified Port District**

10. Agreement Summary


	Purchasing Document #:	46-861
	Term of Agreement:	11/4/2019
1.	TA Capacity:	\$1,863,754
2.	Executed TA Total:	\$1,304,918
3.	Pending TA Total:	\$0.00
4.	Available Funds:	\$558,836
5.	TA Amount:	\$200,000
6.	Remaining Balance:	\$358,836

= Line 1- (Line 2 + Line 3)

11. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to Chrissy Joslin at [cj Joslin at cjoslin@portofsandiego.org](mailto:cjoslin@portofsandiego.org)

APPROVALS

Project Manager:

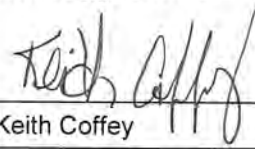
Signature: 

Name: Chrissy Joslin

Title: Senior Management Analyst

Date: March 8, 2018

Chief Technology Officer:

Signature: 

Name: Keith Coffey

Title: Chief Technology Officer

Date: 3/8/18

Excelerate LLC.

Signature: 

Name: Nilay Thakkar

Title: President

Date: 07-Mar-2018

(7)

TASK AUTHORIZATION FORM
San Diego Unified Port District

62695



INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

TASK AUTHORIZATION NO. 10

May 2, 2018

Nilay Thakkar
President
Excelerate, LLC.
12707 High Bluff Dr., #220
San Diego, CA 92103
Email: nilay@exceleratellc.com

Subject: Task Authorization for Agreement No. 156-2014
As Needed Project Management Office (PMO Services)

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$268,320. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #10 on invoice(s) for this Task.**

TASK DESCRIPTION

1.	Requestor:	Keith Coffey	4.	WBS or IO/ Cost Center:	176-620100
2.	Date of Request:	May 2, 2018	5.	Task Start Date:	May 7, 2018
3.	Task Budget:	\$268,320.00	6.	Task End Date:	11/30/2018
7.	Task Title: Enterprise Architecture Foundation and Evolution				

TASK AUTHORIZATION FORM San Diego Unified Port District

8. Scope of Services.

An Enterprise Architect is a key role working with leadership and internal teams to define enterprise level strategies and technical direction in support of business process and data systems. The Enterprise Architect defines the system, technical, and application architectures, and the business systems architecture for major areas of development. The Enterprise Architect defines the appropriate technical standards, procedures and will provide architectural vision to appropriately align IT infrastructure in support of strategic business needs, goals, and projects

A. Mobilization

1) Key Activities

- a. Collect and review existing standards and application inventory (phase 1)
- b. Conduct and schedule interviews with key stakeholders to determine current state, standards, and application inventory (phase 1)
- c. Summarize findings of current state (phase 1)
- d. Conduct interviews with the Architectural Review Board stakeholders (phase 2)
- e. Analyze and assess current state of Architectural Review Board and its processes & resources (phase 2)
- f. Map organization to architecture roles (phase 2)

2) Key Deliverables

- a. Provide synopsis of interview themes (phase 1)
- b. High level assessment that includes current state, application inventory, standards, and organizational enterprise architecture capabilities (phase 1)
- c. Assessment summary & recommendations document (phase 2)
- d. Identifying gaps and recommendations on standards processes and resources (phase 2)
- e. Initial Architecture Review Board Mobilization logistics and resources input (phase 2)
- f. Analysis identifying current organization to assumed architecture capacity

B. Define

1) Key Activities

- a. Application Landscape
 - i. Determine application landscape strategy (phase 1)
 - ii. Define application inputs and outputs (phase 1)

TASK AUTHORIZATION FORM
San Diego Unified Port District

- iii. Define attributes to be collected (phase 1)
 - iv. Define properties, waves for distilling attributes (phase 1)
 - v. Develop process presentation for stakeholders (phase 1)
 - b. Architecture SharePoint
 - i. Define structure and resource requirements (phase 1)
 - ii. Define access and development specifications (phase 1)
 - iii. Define structure and resource requirements (phase 2)
 - iv. Define access and development specifications (phase 2)
 - c. Architecture RACI
 - i. Define functional architecture roles in the organization (phase 1)
 - ii. Define architecture structure and matrix for integration with enterprise (phase 1)
 - iii. Define functional architecture roles in the organization (phase 2)
 - iv. Define architecture structure and matrix for integration with enterprise (phase 2)
 - d. Architecture Review Board Process
 - i. Define process cycle, approvers, attendees, and exception/waiver options (phase 2)
 - ii. Identify inputs, outputs, submission requirements and response times (phase 2)
 - e. Implement standards catalog
 - i. Define initial standards and proposed consecutive waves for FY 18/19 (phase 2)
 - ii. Revise and finalize SharePoint requirements (phase 2)
- 2) Key Deliverables
- a. Draft application landscape process socialization presentation (phase 1)
 - b. Draft standards socialization presentation (phase 1)
 - c. Draft roles and membership for enterprise architect council and socialization presentation (phase 1)
 - d. Draft architecture review board process and timeline cycle (phase 2)
 - e. Draft submission requirements and follow-on actions (phase 2)
 - f. Submit update and resource request to SharePoint system administrator (phase 2)
 - g. Identification of initial standards to be adopted (~8), and waves of next standards in priority order (phase 2)

TASK AUTHORIZATION FORM

San Diego Unified Port District

- h. Draft architecture roles and responsibilities including larger scope stakeholder RACI (phase 2)

C. Align and Prepare

1) Key Activities

- a. Present socialization deck(s) to project stakeholders (phase 1)
- b. Gather & incorporate feedback (phase 1)
- c. Schedule iterative reviews of content developed in define and align & prepare(phase 1)
- d. Identify initial SharePoint location for content (phase 1)
- e. Prepare initial key findings, issues, risks, etc. (phase 1)
- f. Validate format and structure for application landscape diagram (phase 1)
- g. Align enterprise architecture council roles and address gaps in subject matter experts needs for developing standards (phase 1)
- h. Architecture Review Board Process
 - i. Socialize process, consolidate input, and revise (phase 2)
 - ii. Validate templates and timing and revise (phase 2)
 - iii. Align process with SharePoint repository (phase 2)
- i. Architecture SharePoint
 - i. Acquire access privileges and resources to configure collaboration site (phase 2)
 - ii. Build and populate site with artifacts and templates (phase 2)
 - iii. Develop stakeholder access policy (phase 2)
- j. Implement Standards Catalog
 - i. Configure standards catalog on SharePoint (phase 2)
 - ii. Create templates and finalize standards proposal and approval process (phase 2)
- k. Architecture RACI
 - i. Finalize architecture roles, responsibilities, and RACI (phase 2)

2) Key Deliverables

- a. Mature draft of application inventory and landscape diagram (phase 1)
- b. Draft standards taxonomy and governance process presentation(s) for enterprise architecture council and greater stakeholders (phase 1)

TASK AUTHORIZATION FORM

San Diego Unified Port District

- c. Allocation and structure of initial SharePoint repository for artifacts (phase 1)
- d. Final draft of architecture review board process, cycle and repository (phase 2)
- e. Architecture review board roll-out presentation draft (phase 2)
- f. SharePoint structure and templates prepared for implementation (phase 2)
- g. Initial standards in process pending final approval for adoption (phase 2)
- h. Architecture roles and responsibilities final draft (phase 2)

D. Implement

1) Key Activities

- a. Finalize application inventory and landscape and communicate across organization (phase 1)
- b. Develop detailed implementation plan with schedules for recurring meetings (phase 1)
- c. Schedule & run meetings for standards / enterprise architecture council (phase 1)
- d. Validate and pilot standards proposal and approval process (phase 1)
- e. Finalize SharePoint structure and align with architecture SharePoint initiative (phase 1)
- f. Complete version 1 templates and formats for standards and application landscape and post to SharePoint (phase 1)
- g. Architecture Review Board Process
 - i. Identify and engage architecture review board stakeholders (phase 2)
 - ii. Implement pilot of architecture review board process and artifacts and refine (phase 2)
- h. Architecture SharePoint
 - i. Work with organization change management to communicate availability and engage stakeholders (phase 2)
 - ii. Roll-out and refine collaboration portal (phase 2)
- i. Implement Standards Catalog
 - i. Pilot and revise standards process (phase 2)
 - ii. Publish and communicate initial standards (phase 2)
 - iii. Integrate standards with architecture review board (phase 2)

TASK AUTHORIZATION FORM San Diego Unified Port District

j. Architecture RACI

- i. Publish architecture roles and responsibilities and engage assigned subject matter experts (phase 2)

2) Key Deliverables

- a. Published artifacts (phase 1)
- b. Application landscape diagrams/posters, application inventory and details, vitality process (phase 1)
- c. Standards catalog that includes taxonomy and process & initial priorities (phase 1)
- d. Provide organizational change support to enhance organization adoption and consumption (phase 1)
- e. Coordinated standards proposal process (phase 1)
- f. Operational architecture review board with supporting process and repository (phase 2)
- g. Operational architecture SharePoint collaboration site (phase 2)
- h. Published initial standards, taxonomy, and continuing schedule for new standards in priority order (phase 2)
- i. Architecture roles, responsibilities, and RACI matrix published and communicated to stakeholders (phase 2)

9. Key Assumptions

- Service Provider shall rely on the accuracy of the data or information provided by the District, its representatives or advisors
- Timely and reasonable access to personnel across the organization
- Location of primary work site: San Diego, CA *
 - *Some work will be remote to manage travel & expenses
 - Anticipate an average of 3 weeks per month on-site
- Travel that is necessary to perform the scope of services is authorized
- Necessary travel expenses will be reimbursed per the terms and conditions of the agreement (Clerks Document No. 62695) and all ancillary amendments to the agreement
- The District will provide on-site access for one Service Provider resource
- SharePoint site content to be provided by Service Provider however creation of site & population to be done by District SharePoint administrator or appointed resource

TASK AUTHORIZATION FORM **San Diego Unified Port District**

10. Agreement Summary

Term of Agreement: 11/4/2019	
1.	TA Capacity: \$1,863,754.00
2.	Executed TA Total: \$1,571,918.00
3.	Pending TA Total: 0.00
4.	Available Funds: \$291,836.00
5.	TA Amount: \$268,320.00
6.	Remaining Balance: \$23,516.00

= Line 1- (Line 2 + Line 3)


11. Contractor Staffing (If applicable)

Name	Classification	Rate per Hour
Joseph Brennan	Enterprise Architect	\$215.00

12. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to Chrissy Joslin at [cj Joslin at cjoslin@portofsandiego.org](mailto:cjoslin@portofsandiego.org)

APPROVALS

Project Manager:


Signature: 

Name: Chrissy Joslin

Title: Senior Management Analyst

Date: 5/3/18

Chief Technology Officer:

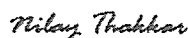
Signature: 

Name: Keith Coffey

Title: Chief Technology Officer

Date: 5-3-18

Excelerate LLC.

Signature: 

Name: Nilay Thakkar

Title: President

Date: 02-May-2018

(2)



INFORMATION TECHNOLOGY

*San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280*

**REFERENCE
COPY**

**TASK AUTHORIZATION NO. 10
Amendment No. 1**

62695

July 20, 2018

Nilay Thakkar
President
Excelerate LLC.
12707 High Bluff Dr., #200
San Diego, CA 92103
Email: nilay@exceleratellc.com

**Subject: Amendment to Task Authorization for Agreement No. 156 - 2014
AS NEEDED PROJECT MANAGEMENT OFFICE (PMO) SERVICES**

Task Authorization No. 10, for "Enterprise Architecture Foundation and Evolution", dated May 2, 2018, has been amended as follows:

- A. Item 3, "Task Budget", is hereby decreased by \$35,000 to reflect a new total of \$233,320.00.
 - B. Item 10, "Agreement Summary", line number 5 "TA Amount", is hereby revised to reflect \$233,320.00.
2. All other terms, covenants, and conditions in the original Task Authorization shall remain in full force and effect and shall be applicable to this Amendment.

3. Please acknowledge acceptance of this Amendment by signing below and returning via email to cjoslin@portofsandiego.org, Project Manager.

APPROVALS

Chief Technology Officer:

Signature: Keith Coffey

Name: Keith Coffey

Date: 7/25/18

Project Manager:

Signature: Chrissy Joslin

Name: Chrissy Joslin

Date: 7/25/18

Excelerate LLC.

Signature: Nilay Thakkar

Name: Nilay Thakkar

Title: President

Date: 24-Jul-2018

(3)

TASK AUTHORIZATION FORM
San Diego Unified Port District

62695



INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

TASK AUTHORIZATION NO. 11

June 11, 2018

Nilay Thakkar
President
Excelerate, LLC.
12707 High Bluff Dr., #220
San Diego, CA 92103
Email: nilay@exceleratellc.com

Subject: Task Authorization for Agreement No. 156-2014
AS NEEDED PROJECT MANAGEMENT OFFICE SERVICES

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$55,000. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #11** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Keith Coffey	4.	WBS or IO/ Cost Center:	176-620100
2.	Date of Request:	June 12, 2018	5.	Task Start Date:	06/18/2018
3.	Task Budget:	\$55,000	6.	Task End Date:	09/21/2018
7.	Task Title: SharePoint Administration				

TASK AUTHORIZATION FORM San Diego Unified Port District

8. Scope of Services.

The SharePoint Administrator is responsible for providing technical support for the SharePoint Platform (utilizing SharePoint 2016 – SharePoint online) including daily operation, requirements gathering, leads new site creation, assessment and implementation of new capabilities and aligning the SharePoint platform to support the business and technology needs of the Port.

A. Principal Duties & Responsibilities

- Manage SharePoint hosted services including the configuration for SharePoint Services, upgrades to the SharePoint Platform, management of storage space, monitoring for usage, requesting additional storage as required and working with the internal and external partners to provide support or maintenance as required. Manage and maintain internal user access to SharePoint sites. Provides detailed documentation of SharePoint infrastructure/design (e.g. list of all sites, permissions groups, etc.)
- Design of a SharePoint site based on requirements gathered from requestors and key stakeholders. Ensure site delivery meets the business requirements. Support and train key business employees on advanced SharePoint functionality.
- Perform daily site creation tasks and support requests. Collaborate and resource with other IT staff to facilitate effective issue resolution. Provide subject matter expertise regarding the SharePoint Platform; training support staff in entry level usage of SharePoint.
- Design and enforce governance and best practices detailing proper design (i.e. security, compliance, audit standards, etc.), project documentation, coding and testing standards, and approval processes.
- Work closely with business and stakeholders for SharePoint updates, providing consultation for Proof of Concept evaluations, Projects and enhancements or new applications/functionality being implemented. Participate in projects that leverage the SharePoint Platform such as team sites, executing migration of personal or network data to SharePoint online and OneDrive and the implementation of additional collaboration tools.

B. Key Assumptions

- Resource will work side-by-side with existing BSAs and/or System Administrators guiding, teaching, mentoring to facilitate knowledge transfer
- Service Provider shall rely on the accuracy of the data or information provided by the District, its representatives or advisors

TASK AUTHORIZATION FORM
San Diego Unified Port District

- Timely and reasonable access to personnel across the organization
- Location of primary work site: San Diego, CA
- The District will provide on-site access for one Service Provider resource

10. Agreement Summary

	Term of Agreement:	01/25/2019
1.	TA Capacity:	\$1,863,754.00
2.	Executed TA Total:	\$1,770,220.50
3.	Pending TA Total:	\$0.00
4.	Available Funds:	\$93,533.50
5.	TA Amount:	\$55,000.00
6.	Remaining Balance:	\$38,533.50

= Line 1- (Line 2 + Line 3)

11. Contractor Staffing (If applicable)

Name	Classification	Rate per Hour
Paul Alvarez		\$105.00


12. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to Chrissy Joslin at [cj Joslin@portofsandiego.org](mailto:cjoslin@portofsandiego.org)

APPROVALS

Project Manager:

Chief Technology Officer:

Signature: 

Signature: 

Name: Chrissy Joslin

Name: Keith Coffey


Title: Senior Management Analyst

Title: Chief Technology Officer

Date: 06/12/18

Date: 06/12/18

Excelerate LLC.

Signature: 

Name: Nilay Thakkar

Title: President

Date: 12-Jun-2018



INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

TASK AUTHORIZATION NO. 11
Amendment No. 1

September 20, 2018

Nilay Thakkar
President
Excelerate, LLC.
12707 High Bluff Dr., #220
San Diego, CA 92130
Email:

Subject: Amendment to Task Authorization for Agreement No. 156- 2014
AS NEEDED PROJECT MANAGEMENT OFFICE SERVICES

Task Authorization No. 11, (SharePoint Administration), dated June 11, 2018, has been amended as follows:

- A. Item 3 "Task Budget" is replaced with the following \$71,560
 - B. Item 6, "Task End Date" is replaced with the following 10/19/2018
2. All other terms, covenants, and conditions in the original Task Authorization shall remain in full force and effect and shall be applicable to this Amendment.

3. Please acknowledge acceptance of this Amendment by signing below and returning via email to Chrissy Joslin, Project Manager, at cjoslin@portofsandiego.org.

APPROVALS**Project Manager:**

Signature: _____

Name: Chrissy Joslin

Date: _____

9/20/2018

Chief Technology Officer:

Signature: _____

Name: Keith Coffey

Date: _____

9-20-2018

Excelerate, LLC.

Signature: _____

Nilay Thakkar

Name: Nilay Thakkar

Title: President

Date: 24-Sep-2018

TASK AUTHORIZATION FORM

San Diego Unified Port District

**INFORMATION TECHNOLOGY**

San Diego Unified Port District

P.O. Box 120488

San Diego, CA 92112-0488

(619) 686-7280

**REFERENCE
COPY**
TASK AUTHORIZATION NO. 12**62695**

July 20, 2018

Nilay Thakkar
 President
 Excelerate LLC.
 12707 High Bluff Dr., #200
 San Diego, CA 92103
 Email: nilay@excelerate.com

Subject: Task Authorization for Agreement No. 156 - 2014
 AS NEEDED PROJECT MANAGEMENT OFFICE (PMO) SERVICES

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$169,010. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #12** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Chrissy Joslin	4.	WBS or IO/ Cost Center:	176-620100
2.	Date of Request:	07/20/2018	5.	Task Start Date:	7/30/2018
3.	Task Budget:	\$169,010.00	6.	Task End Date:	1/8/2019
7.	Task Title: Database Administration				

TASK AUTHORIZATION FORM San Diego Unified Port District

8. Scope of Services.

The Database Administrator is responsible for managing and maintaining all production and non-production databases. Responsible for standards and design of physical data storage, maintenance, access and security administration. Performs backup and recovery on Database Management Systems, develops and implements interfaces between various software packages and database management systems, configures database parameters, and prototype designs against logical data models, defines data repository requirements, data dictionaries and warehousing requirements. This position optimizes database access and allocates/re-allocates database resources for optimum configuration, database performance and cost.

A. Principal Duties & Responsibilities

1. Inventory and document database and data flows
2. Perform a health check on the condition, stability, overall design, and breakup of current databases and document evaluation
3. Evaluate the consistency of data, data dictionary
4. Create Runbook for use by all IT resources
5. Optimize and tune various database management systems in database design, testing, implementation, maintenance and administration
6. Model relational data across an enterprise creating physical, logical and conceptual data models
7. Develop organizational data standards
8. Support data integration efforts
9. Communicate complex or technical recommendations to technical teams, management and non-technical audiences

B. Key Assumptions

- Service Provider shall rely on the accuracy of the data or information provided by the District, its representatives or advisors
- Location of primary work site: San Diego, CA
- The District will provide on-site access for one Service Provider resource

9. Agreement Summary

Purchasing Document #:	4600000861
Term of Agreement:	1/8/2019
1. TA Capacity:	\$169,010
2. Executed TA Total:	0.00

TASK AUTHORIZATION FORM **San Diego Unified Port District**

3.	Pending TA Total:	0.00
4.	Available Funds:	\$169,010
5.	TA Amount:	\$169,010
6.	Remaining Balance:	0.00

= Line 1- (Line 2 + Line 3)

10. Contractor Staffing (If applicable)

Name	Classification	Hours/Phour
NA	Database Administrator	\$ 190.00

11. List of Sub-Contractors (If applicable)

12. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to [cj Joslin@portofsandiego.org](mailto:cjoslin@portofsandiego.org).

APPROVALS

Chief Technology Officer:

Signature:

Keith Coffey

Name: Keith Coffey

Date: 7/25/18

Project Manager:

Signature:

Chrissy Joslin

Name: Chrissy Joslin

Date: 7/25/18

Excelerate LLC.

Signature: *May Thakkar*

Name: Nilay Thakkar

Title: President

Date: 24-Jul-2018

(2)



INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

TASK AUTHORIZATION NO. 12 Amendment No. 1

January 7, 2019

Nilay Thakkar
President
Excelerate LLC.
12707 High Bluff Dr., #200
San Diego, CA 92130
Email: nilay@exceleratellc.com

Subject: Amendment to Task Authorization for Agreement No. 156-2014
As Needed Project Management Office (PMO) Services

Task Authorization No. 12, (Database Administration), dated July 20, 2018, has been amended as follows:

- A. Item 3, "Task Budget", is increased by \$170,000 to reflect a new total of \$339,010.00.
 - B. Item 6, "Task End Date", is extended until 6/30/2019
2. All other terms, covenants, and conditions in the original Task Authorization shall remain in full force and effect and shall be applicable to this Amendment.

3. Please acknowledge acceptance of this Amendment by signing below and returning a via email to Chrissy Joslin, Project Manager, at cjoslin@portofsandiego.org

APPROVALS

Project Manager:

Signature: _____

Chrissy Joslin

Name: Chrissy Joslin

Date: _____

01/08/2019

Chief Technology Officer:

Signature: _____

Keith Coffey

Name: Keith Coffey

Date: _____

1/8/19

Excelerate LLC.

Signature: _____

Nilay Thakkar

Name: Nilay Thakkar

Title: _____

President

Date: _____

07-Jan-2019

(4)

TASK AUTHORIZATION
San Diego Unified Port District



INFORMATION TECHNOLOGY

*San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280*

TASK AUTHORIZATION NO. 13

**REFERENCE
COPY
62695**

August 28, 2018

Nilay Thakkar
President
Excelerate. LLC.
12707 High Bluff Dr., #200
San Diego, CA 92103
Email: nilay@exceleratellc.com

Subject: Task Authorization for Agreement No. 156-2014
As Needed Project Management Office (PMO) Services

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$250,000.00. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA # 13** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Chrissy Joslin	4.	WBS or IO/ Cost Center:	CC 176
2.	Date of Request:	8/28/2018	5.	Task Start Date:	9/1/2018
3.	Task Budget:	\$250,000.00	6.	Task End Date:	11/4/2019
7.	Task Title: As Needed Project Management and Governance Workstream Assistance				

TASK AUTHORIZATION
San Diego Unified Port District

8. Scope of Services.

A. Assumptions

- 1) The District will provide Service Provider with accurate data or information in a timely manner.
- 2) The District will provide timely and reasonable access to personnel across the organization.
- 3) The District will provide Service Provider a workspace for one resource within the IT Department at the Don L. Nay Administration Building.
- 4) The District will not provide Service Provider with a computer in the allocated workspace.
- 5) The District will provide on-site physical access for one Service Provider resource.

B. Summary

- Service Provider will provide professional expertise to help the I.T. department develop standards for I.T. governance in support of the department's efforts to implement a standard governance model.
- Service Provider will provide recommendations to the I.T. department on how to help the department to mature its processes, practices, and standards using PMBoK® and ITIL® best practices in support of the governance model.
- Service Provider will assist the I.T. department in executing specific deliverables associated with establishing Governance (defined in Section C)
- Service Provider may also manage projects in support of executing the FY18-19 Project roadmap

C. Key Activities and Deliverables

- 1) Assist Staff with developing necessary templates
- 2) Work with Staff to develop key performance indicators and metrics for their respective work streams.
- 3) Assist Staff with finalizing ITIL Service Owners and mentoring Staff in that role
- 4) Develop ITIL Processes

TASK AUTHORIZATION
San Diego Unified Port District

- 5) Work with Staff to develop the ITIL tool assessment and tool configuration
- 6) Work with Staff to define ITIL Service Level Agreements, Incident Communications, Run Books
- 7) Work with Staff to design Run Books
- 8) Work with Staff to complete the Business Impact Analysis
- 9) Work with Staff to identify the Internal Change Champion Network
- 10) Define the Organizational Change Management Methodology
- 11) Develop the Change Agent Network
- 12) Work with Staff to finalize the Organizational Change Management tailor tool
- 13) Work with staff to mature the project management financial management & reporting proficiencies
- 14) Work with staff to develop the engagement model for I.T. business partner role

9. Agreement Summary

Term of Agreement: 11/4/2019	
1.	TA Capacity: \$3,808,754
2.	Executed TA Total: \$1,863,754
3.	Pending TA Total: \$0
4.	Available Funds: \$1,945,000
5.	TA Amount: \$250,000
6.	Remaining Balance: \$1,695,000

= Line 1- (Line 2 + Line 3)

10. Contractor Staffing (If applicable)

Name	Classification	Rate
Ann Tofolo	Senior Project Manager	159/hour
Eric Engel	Quality Assurance	No charge


TASK AUTHORIZATION
San Diego Unified Port District

Page 185 of 209 A

11. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to Chrissy Joslin at [cj Joslin@portofsandiego.org](mailto:cjoslin@portofsandiego.org).

APPROVALS

District Project Manager:

Signature: 

Name: Chrissy Joslin

Title: Sr. Management Analyst

Date: 8/30/2018

District Chief Technology Officer:

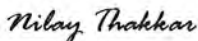
Signature: 

Name: Keith Coffey

Title: Chief Technology Officer

Date: 8/30/2018

Excelerate, LLC

Signature: 

Name: Nilay Thakkar

Title: President

Date: 29-Aug-2018

(2)

62695



INFORMATION TECHNOLOGY
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

TASK AUTHORIZATION NO. 13 Amendment No. 1

December 17, 2018

Nilay Thakkar
President
Excelerate, LLC.
12707 High Bluff Dr., #200
San Diego, CA 92103
Email: nilay@exceleratellc.com

Subject: Amendment to Task Authorization for Agreement No. 156-2014
As Needed Project Management Office (PMO) Services

Task Authorization No. 13, (As Needed Project Management and Governance Workstream Assistance), dated 8/28/2018, has been amended as follows:

A. Item "10. Contractor Staffing" is hereby replaced with the following:

Name	Classification	Rate
Ann Tofolo	Senior Project Manager	\$175/hour
Eric Engel	Quality Assurance	No Charge

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

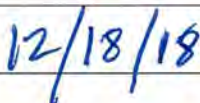
3. Please acknowledge acceptance of this Amendment by signing below and returning via email to Chrissy Joslin, Project Manager, at cjoslin@portofsandiego.org.

APPROVALS

Project Manager:

Signature: 

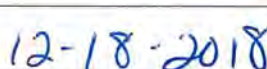
Name: Chrissy Joslin

Date: 

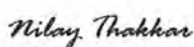
Chief Technology Officer:

Signature: 

Name: Keith Coffey

Date: 

Excelerate, LLC.

Signature: 

Name: Nilay Thakkar

Title: President

Date: 17-Dec-2018

(4)

TASK AUTHORIZATION FORM
San Diego Unified Port District



INFORMATION TECHNOLOGY

San Diego Unified Port District

P.O. Box 120488

San Diego, CA 92112-0488

(619) 686-7280

TASK AUTHORIZATION NO. 14

October 25, 2018

Nilay Thakkar
President
Excelerate, LLC.
12707 High Bluff Dr., #220
San Diego, CA 92103
Email: nilay@exceleratellc.com

Subject: Task Authorization for Agreement No. 156-2014
AS NEEDED PROJECT MANAGEMENT OFFICE (PMO) SERVICES

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$140,000. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #14** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Chrissy Joslin	4.	WBS or IO/ Cost Center:	176
2.	Date of Request:	10/25/2018	5.	Task Start Date:	10/29/2018
3.	Task Budget:	\$ 140,000.00	6.	Task End Date:	4/30/2019
7.	Task Title: System Administration				

TASK AUTHORIZATION FORM

San Diego Unified Port District

8. Scope of Services.

Under direction, the System Administrator studies complex and difficult systems administration problems and determines broadly defined computing solutions; investigates and analyzes overall systems administration needs and works with users and technology units to identify issues and resolution for system updates and changes; utilizes software tools to implement defined modification and enhancement, and performs related duties as assigned. Engaged in providing support for application development, database and systems administration, and systems security oversight for District departments in the achievement of their business, operational, public service and productivity objectives; performs advanced professional duties in the support, installation and maintenance upgrades of the enterprise resource planning (ERP) system and other applications; works closely with customers to ensure highest level of system uptime; develops, installs, integrates, administers, maintains and supports assigned District enterprise databases; manages and optimizes operating systems, applications and database performance, reliability and security; and performs related duties as assigned.

A. Principal Duties & Responsibilities

The Systems Administrator also works with the infrastructure and security teams to implement end user and application security, monitors storage capacities for applications and application backups. The position ensures system integrity through routine preventative maintenance procedures for systems. Other essential duties and responsibilities include, but are not limited to, the following:

1. Ability to Plan and integrate the work of staff and contract personnel performing a wide variety of systems support services; analyze complex problems, evaluate alternatives and make sound recommendations.
2. Configure, maintain, and manage the operations of complex applications to achieve optimal technical performance and user support; install and configure applications and other technology tools.
3. Obtain accurate and complete information from customers, in person and by telephone, to identify their needs and problems and develop responses and solutions.
4. Recommends, test and evaluates systems implementation and identifies operational needs by setting up test labs for equipment and application testing
5. Monitors system capacity and performance enterprise applications
6. Manages Mobile Device Management Application

TASK AUTHORIZATION FORM San Diego Unified Port District

7. Administers, maintains and performs upgrades of the business applications and/or coordinate with consulting firms
8. Functions as system administrator performing tasks such as creating administration user ID profiles, performing security evaluations, providing end user support and help desk services
9. Reviews systems performance statistics; reviews parameters for the execution of jobs; benchmarks systems and identifies and implements systems improvements to increase reliability and optimize performance; assists in implementing systems integration projects and activities.
10. Develops and maintains technical system documentation, logs and files; documents system components, configuration and history, such as changes to systems, business environment, user information, past problems, usage problems and baseline information; maintains the District's technical knowledge base; assists in the development of technology policies and procedures; analyzes and makes recommendations on proposed systems and provides consultation to management and staff on improvement of delivery of services.
11. On an assigned rotational basis, provides after-hours on-call support for 24x7 mission critical systems

Key Assumptions

- Service Provider shall rely on the accuracy of the data or information provided by the District, its representatives or advisors
- Location of primary work site: San Diego, CA
- The District will provide on-site access for one Service Provider resource

9. Agreement Summary

	Purchasing Document #:	46-861
	Term of Agreement:	11-4-2019
1.	TA Capacity:	\$3,808,754
2.	Executed TA Total:	\$2,113,754
3.	Pending TA Total:	\$0
4.	Available Funds:	\$1,695,000
5.	TA Amount:	\$140,000
6.	Remaining Balance:	\$1,555,000

= Line 1- (Line 2 + Line 3)

TASK AUTHORIZATION FORM San Diego Unified Port District

10. Contractor Staffing (If applicable)

Name	Classification	Rate per Hour
Robert Hartman	System Administrator	\$135

11. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to Chrissy Joslin at [cj Joslin at cjoslin@portofsandiego.org](mailto:cjoslin@portofsandiego.org).

APPROVALS

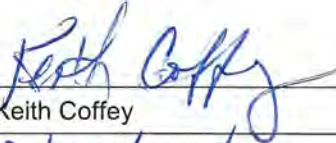
Project Manager:

Signature: 

Name: Chrissy Joslin

Date: 10/26/2018

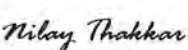
Chief Technology Officer:

Signature: 

Name: Keith Coffey

Date: 10/26/2018

Excelerate, LLC.

Signature: 

Name: Nilay Thakkar

Title: President

Date: 25-Oct-2018

(9)

TASK AUTHORIZATION FORM
San Diego Unified Port District

**INFORMATION TECHNOLOGY**

*San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280*

**REFERENCE
COPY**

62695

TASK AUTHORIZATION NO.15

February 11, 2019

Nilay Thakkar
President
Excelerate, LLC.
12707 High Bluff Dr., #245
San Diego, CA 92130
Email: nilay@exceleratellc.com

Subject: Task Authorization for Agreement No. 156-2014
As-Needed Project Management Office (PMO) Services

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$185,000. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #15** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Jeff Benedict	4.	WBS or IO/ Cost Center:	176
2.	Date of Request:	2/11/19	5.	Task Start Date:	2/18/19
3.	Task Budget:	\$185,000	6.	Task End Date:	6/30/2019
7.	Task Title: Enterprise Architecture Foundation and Evolution				

TASK AUTHORIZATION FORM

San Diego Unified Port District

8. Scope of Services.

An Enterprise Architect is a key role working with leadership and internal teams to define enterprise level strategies and technical direction in support of business process and data systems. The Enterprise Architect defines the system, technical, and application architectures, and the business systems architecture for major areas of development. The Enterprise Architect defines the appropriate technical standards, procedures and will provide architectural vision to appropriately align IT infrastructure in support of strategic business needs, goals, and projects

A. Mobilization

1) Key Activities

- a. Collect and review existing standards and application inventory (phase 1)
- b. Conduct and schedule interviews with key stakeholders to determine current state, standards, and application inventory (phase 1)
- c. Summarize findings of current state (phase 1)
- d. Conduct interviews with the Architectural Review Board stakeholders (phase 2)
- e. Analyze and assess current state of Architectural Review Board and its processes & resources (phase 2)
- f. Map organization to architecture roles (phase 2)

2) Key Deliverables

- a. Provide synopsis of interview themes (phase 1)
- b. High level assessment that includes current state, application inventory, standards, and organizational enterprise architecture capabilities (phase 1)
- c. Assessment summary & recommendations document (phase 2)
- d. Identifying gaps and recommendations on standards processes and resources (phase 2)
- e. Initial Architecture Review Board Mobilization logistics and resources input (phase 2)
- f. Analysis identifying current organization to assumed architecture capacity

B. Define

1) Key Activities

- a. Application Landscape
 - i. Determine application landscape strategy (phase 1)
 - ii. Define application inputs and outputs (phase 1)

TASK AUTHORIZATION FORM

San Diego Unified Port District

- iii. Define attributes to be collected (phase 1)
 - iv. Define properties, waves for distilling attributes (phase 1)
 - v. Develop process presentation for stakeholders (phase 1)
 - b. Architecture SharePoint
 - i. Define structure and resource requirements (phase 1)
 - ii. Define access and development specifications (phase 1)
 - iii. Define structure and resource requirements (phase 2)
 - iv. Define access and development specifications (phase 2)
 - c. Architecture RACI
 - i. Define functional architecture roles in the organization (phase 1)
 - ii. Define architecture structure and matrix for integration with enterprise (phase 1)
 - iii. Define functional architecture roles in the organization (phase 2)
 - iv. Define architecture structure and matrix for integration with enterprise (phase 2)
 - d. Architecture Review Board Process
 - i. Define process cycle, approvers, attendees, and exception/waiver options (phase 2)
 - ii. Identify inputs, outputs, submission requirements and response times (phase 2)
 - e. Implement standards catalog
 - i. Define initial standards and proposed consecutive waves for FY 18/19 (phase 2)
 - ii. Revise and finalize SharePoint requirements (phase 2)
- 2) Key Deliverables
- a. Draft application landscape process socialization presentation (phase 1)
 - b. Draft standards socialization presentation (phase 1)
 - c. Draft roles and membership for enterprise architect council and socialization presentation (phase 1)
 - d. Draft architecture review board process and timeline cycle (phase 2)
 - e. Draft submission requirements and follow-on actions (phase 2)
 - f. Submit update and resource request to SharePoint system administrator (phase 2)
 - g. Identification of initial standards to be adopted (~8), and waves of next standards in priority order (phase 2)

TASK AUTHORIZATION FORM

San Diego Unified Port District

- h. Draft architecture roles and responsibilities including larger scope stakeholder RACI (phase 2)

C. Align and Prepare

1) Key Activities

- a. Present socialization deck(s) to project stakeholders (phase 1)
- b. Gather & incorporate feedback (phase 1)
- c. Schedule iterative reviews of content developed in define and align & prepare (phase 1)
- d. Identify initial SharePoint location for content (phase 1)
- e. Prepare initial key findings, issues, risks, etc. (phase 1)
- f. Validate format and structure for application landscape diagram (phase 1)
- g. Align enterprise architecture council roles and address gaps in subject matter experts needs for developing standards (phase 1)
- h. Architecture Review Board Process
 - i. Socialize process, consolidate input, and revise (phase 2)
 - ii. Validate templates and timing and revise (phase 2)
 - iii. Align process with SharePoint repository (phase 2)
- i. Architecture SharePoint
 - i. Acquire access privileges and resources to configure collaboration site (phase 2)
 - ii. Build and populate site with artifacts and templates (phase 2)
 - iii. Develop stakeholder access policy (phase 2)
- j. Implement Standards Catalog
 - i. Configure standards catalog on SharePoint (phase 2)
 - ii. Create templates and finalize standards proposal and approval process (phase 2)
- k. Architecture RACI
 - i. Finalize architecture roles, responsibilities, and RACI (phase 2)

2) Key Deliverables

- a. Mature draft of application inventory and landscape diagram (phase 1)
- b. Draft standards taxonomy and governance process presentation(s) for enterprise architecture council and greater stakeholders (phase 1)
- c. Allocation and structure of initial SharePoint repository for artifacts (phase 1)

TASK AUTHORIZATION FORM
San Diego Unified Port District

- d. Final draft of architecture review board process, cycle and repository (phase 2)
- e. Architecture review board roll-out presentation draft (phase 2)
- f. SharePoint structure and templates prepared for implementation (phase 2)
- g. Initial standards in process pending final approval for adoption (phase 2)
- h. Architecture roles and responsibilities final draft (phase 2)

D. Implement

1) Key Activities

- a. Finalize application inventory and landscape and communicate across organization (phase 1)
- b. Develop detailed implementation plan with schedules for recurring meetings (phase 1)
- c. Schedule & run meetings for standards / enterprise architecture council (phase 1)
- d. Validate and pilot standards proposal and approval process (phase 1)
- e. Finalize SharePoint structure and align with architecture SharePoint initiative (phase 1)
- f. Complete version 1 templates and formats for standards and application landscape and post to SharePoint (phase 1)
- g. Architecture Review Board Process
 - i. Identify and engage architecture review board stakeholders (phase 2)
 - ii. Implement pilot of architecture review board process and artifacts and refine (phase 2)
- h. Architecture SharePoint
 - i. Work with organization change management to communicate availability and engage stakeholders (phase 2)
 - ii. Roll-out and refine collaboration portal (phase 2)
- i. Implement Standards Catalog
 - i. Pilot and revise standards process (phase 2)
 - ii. Publish and communicate initial standards (phase 2)
 - iii. Integrate standards with architecture review board (phase 2)
- j. Architecture RACI

TASK AUTHORIZATION FORM

San Diego Unified Port District

- i. Publish architecture roles and responsibilities and engage assigned subject matter experts (phase 2)

2) Key Deliverables

- a. Published artifacts (phase 1)
- b. Application landscape diagrams/posters, application inventory and details, vitality process (phase 1)
- c. Standards catalog that includes taxonomy and process & initial priorities (phase 1)
- d. Provide organizational change support to enhance organization adoption and consumption (phase 1)
- e. Coordinated standards proposal process (phase 1)
- f. Operational architecture review board with supporting process and repository (phase 2)
- g. Operational architecture SharePoint collaboration site (phase 2)
- h. Published initial standards, taxonomy, and continuing schedule for new standards in priority order (phase 2)
- i. Architecture roles, responsibilities, and RACI matrix published and communicated to stakeholders (phase 2)

9. Key Assumptions

- Service Provider shall rely on the accuracy of the data or information provided by the District, its representatives or advisors
- Timely and reasonable access to personnel across the organization
- Majority of work will be remote to manage travel & expenses, with an anticipated 1 week per month on site at 3165 Pacific Highway, San Diego, CA 92101
- Travel that is necessary to perform the scope of services will be authorized in advance and reimbursed per the conditions of this agreement (including all ancillary amendments)
- The District will provide on-site access for one Service Provider resource

TASK AUTHORIZATION FORM San Diego Unified Port District

9. Agreement Summary

	Purchasing Document #:	4600000861
	Term of Agreement:	11/4/2019
1.	(Line 4) TA Capacity:	\$1,945,000.00
2.	Executed TA Total:	\$576,560.00
3.	Pending TA Total:	\$0.00
4.	Available Funds:	\$1,368,440.00
5.	TA Amount:	\$185,000.00
6.	Remaining Balance:	\$1,183,440.00

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10. Contractor Staffing (If applicable)

Name	Classification	Rate Per Hour
Joseph Brennen	Enterprise Architect	\$215.00

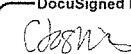
11. List of Sub-Contractors (If applicable)

N/A

12. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to Chrissy Joslin at [cj Joslin at cjoslin@portofsandiego.org](mailto:cjoslin@portofsandiego.org)

APPROVALS

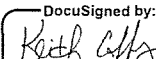
Project Manager:

Signature: 

Name: Chrissy Joslin

Date: 2/11/2019

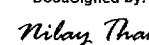
Chief Technology Officer:

Signature: 

Name: Keith Coffey

Date: 2/12/2019

Excelerate, LLC.

Signature: 

Name: Nilay Thakkar

Title: President

Date: 2/11/2019

Certificate Of Completion

Envelope Id: 91069547D1094710995ED4AEDD29E3E9
Subject: Excelerate TA#15 for Enterprise Architect Services
Source Envelope:
Document Pages: 7
Certificate Pages: 2
AutoNav: Enabled
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Envelope Originator:
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cjoslin@portofsandiego.org
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cjoslin@portofsandiego.org

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Signer Events

Nilay Thakkar
nilay@excelsatellc.com
President
Excelerate
Security Level: Email, Account Authentication
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Signature

DocuSigned by:
Nilay Thakkar
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Signature Adoption: Pre-selected Style
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Chrissy Joslin
cjoslin@portofsandiego.org
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Keith Coffey
kcoffey@portofsandiego.org
CTO
Port of San Diego
Security Level: Email, Account Authentication
(None)

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Signature

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Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events**Status****Timestamp**

Eric Engal
eric.engel@exceleratellc.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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Jeff Benedict
jbenedict@PORTOFSANDIEGO.ORG
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 2/12/2019 3:14:17 PM
Viewed: 2/12/2019 3:37:19 PM

Catherina Nazal
cnazal@portofsandiego.org
Management Analyst
Port of San Diego
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 2/12/2019 3:14:18 PM

Natalia Jumenez
njimenez@portofsandiego.org
Management Analyst
Port of San Diego
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 2/12/2019 3:14:18 PM

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Envelope Summary Events	Status
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Certified Delivered	Security Checked
Signing Complete	Security Checked
Completed	Security Checked

Timestamps
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2/12/2019 3:14:18 PM
2/12/2019 3:14:18 PM
2/12/2019 3:14:18 PM

Payment Events**Status****Timestamps**

TASK AUTHORIZATION FORM San Diego Unified Port District



(9)

INFORMATION TECHNOLOGY

San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-7280

**REFERENCE
COPY**

TASK AUTHORIZATION NO. 16**62695**

March 6, 2019

Nilay Thakkar
President
Excelerate, LLC.
12707 High Bluff Dr., #220
San Diego, CA 92130
Email: nilay@exceleratellc.com

Subject: Task Authorization for Agreement No. 156-2014
As Needed Project Management Office (PMO) Services

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$180,000. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #16** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Robert Renzulli	4.	WBS or IO/ Cost Center:	176-620100
2.	Date of Request:	03/26/2019	5.	Task Start Date:	04/08/2019
3.	Task Budget:	\$180,000	6.	Task End Date:	11/01/2019
7.	Task Title: Security Operations Center Analyst Support				

TASK AUTHORIZATION FORM

San Diego Unified Port District

8. Scope of Services.

A. The Security Operations Center (SOC) Information Security Analyst function under the direction of the District's Chief Information Security Officer which operates the District's SOC. The SOC monitors, analyzes, and responds to security threats and vulnerabilities. The primary objective of the SOC Analyst is to help coordinate and report on cyber incidents impacting the Port.

B. Principal Duties & Responsibilities

- 1) Performs monitoring, research, assessment and analysis on Intrusion Detection and Prevention tools as well as Anomaly Detection systems, Firewalls, Antivirus systems, proxy devices which requires demonstrable security incident response experience.
- 2) Follows pre-defined actions to handle Business as Usual (BAU), and Credible Threat issues including escalating to other support groups Execute daily ad-hoc tasks or lead small projects as needed.
- 3) Performs the initial risk assessment on new threats and vulnerabilities, perform assessment phase of Vulnerability and Threat Management process.
- 4) Performs assessment as well as troubleshooting and help isolate issues with IDS/IPS sensors, Antivirus servers, Vulnerability scanners, etc.
- 5) Participates in daily and ad-hoc conference calls as well as compliance and controls, self-assessment processes and documentation related tasks.
- 6) Provides analysis and trending of security log data from many heterogeneous security devices.
- 7) Provides Incident Response (IR) support when analysis confirms actionable incident.
- 8) Provides threat and vulnerability analysis as well as security advisory services
- 9) Analyzes and responds to previously undisclosed software and hardware vulnerabilities
- 10) Investigates, documents, and reports on information security issues and emerging trends.
- 11) Integrates and shares information with other analysts and other teams
- 12) Other duties as assigned
- 13) Creates and maintains operational reports for Key Performance Indicators (KPI), Key Risk Indicators (KRI) and weekly and Monthly Metrics.

TASK AUTHORIZATION FORM San Diego Unified Port District

C. Key Assumptions

- 1) Service Provider shall rely on the accuracy of the data or information provided by the District, its representatives or advisors
- 2) Location of primary work site: San Diego, CA
- 3) The District will provide on-site access for one Service Provider resource
- 4) Termination of the Task Order for the purpose of hiring David Sanchez prior to the full term of the task authorization, 6 months, will result in a \$10,000 placement fee per month for the remaining partial or full months
 - a) The fee will not be pro-rated for a partial month
 - b) For example, a six-month Task Order from 4/1/19 to 9/30/19 which ends early to hire David Sanchez on 7/15/2019 would result in a \$30,000 fee (\$10,000 for the months of July, August & September)
- 5) The total fee will be invoiced as part of the final invoice for the Task Order.
- 6) Termination of Task Order for other reasons, not related to performance, prior to the six-month period, would not result in any type of fee

9. Agreement Summary

Purchasing Document #: 4600000861		
Term of Agreement: 11/4/2019		
1.	TA Capacity:	\$3,808,754.00
2.	Executed TA Total:	\$2,610,196.74
3.	Pending TA Total:	\$0.00
4.	Available Funds:	\$1,028,557.26
5.	TA Amount:	\$180,000.00
6.	Remaining Balance:	\$848,557.26

= Line 1- (Line 2 + Line 3)

10. Contractor Staffing (If applicable)

Name	Classification	Hourly Rate
David Sanchez	Security Operations Center Analyst	\$145.00

TASK AUTHORIZATION FORM **San Diego Unified Port District**

11. List of Sub-Contractors (If applicable)

N/A

12. Please acknowledge acceptance of this Task Authorization by signing below and returning via email to Chrissy Joslin at [cj Joslin@portofsandiego.org](mailto:cjoslin@portofsandiego.org).

APPROVALS

Project Manager:

Signature: *Chrissy Joslin*

Name: Chrissy Joslin

Date: Apr 15, 2019

Chief Technology Officer:

Signature: *Keith Coffey*

Name: Keith Coffey

Date: Apr 17, 2019

Excelerate, LLC.

Signature: *Nilay Thakkar*

Name: Nilay Thakkar

Title: President

Date: Apr 3, 2019

Certificate Of Completion

Envelope Id: D9CA7F4403804B0DBF8A6DB4AD1F78E0

Status: Completed

Subject: Please DocuSign: Task Authorization#16- SOC Analyst

Source Envelope:

Document Pages: 4

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Natalia Jimenez

AutoNav: Enabled

3165 Pacific Highway

EnvelopeId Stamping: Enabled

San Diego, CA 92101

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

njimenez@portofsandiego.org

IP Address: 207.215.153.162

Record Tracking

Status: Original

Holder: Natalia Jimenez

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4/3/2019 11:05:50 AM

njimenez@portofsandiego.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: San Diego Unified Port District

Location: DocuSign

Signer Events

Nilay Thakkar

nilay@excelerateilc.com

President

Excelerate

Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 12.133.137.34

Timestamp

Sent: 4/3/2019 11:06:38 AM

Viewed: 4/3/2019 11:16:07 AM

Signed: 4/3/2019 12:47:29 PM

Electronic Record and Signature Disclosure:

Accepted: 3/18/2019 6:33:41 PM

ID: ff5c7e9d-c6c9-453e-aaa4-24e026afe377

Chrissy Joslin

cjoslin@portofsandiego.org

Security Level: Email, Account Authentication
(None)



Signature Adoption: Uploaded Signature Image
Using IP Address: 207.215.153.162

Sent: 4/3/2019 12:47:31 PM

Viewed: 4/8/2019 10:32:25 AM

Signed: 4/15/2019 1:45:29 PM

Electronic Record and Signature Disclosure:

Accepted: 2/4/2019 3:38:25 PM

ID: fdbdefa9-567a-4413-8d52-fa782bf18b2c

Keith Coffey

kcoffey@portofsandiego.org

CTO

Port of San Diego

Security Level: Email, Account Authentication
(None)



Signature Adoption: Uploaded Signature Image
Using IP Address: 207.215.153.162

Sent: 4/15/2019 1:45:32 PM

Viewed: 4/17/2019 12:20:28 PM

Signed: 4/17/2019 12:20:45 PM

Electronic Record and Signature Disclosure:

Accepted: 12/21/2018 3:51:51 PM

ID: bd4b287c-db56-42ce-869d-e40be61e380c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events Eric Engel eric.engel@exceleratellc.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 4/3/2019 11:06:37 AM Viewed: 4/3/2019 11:06:56 AM

Notary Events	Signature	Timestamp
Envelope Summary Events Envelope Sent Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	4/15/2019 1:45:32 PM 4/17/2019 12:20:29 PM 4/17/2019 12:20:45 PM 4/17/2019 12:20:45 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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