

REQUEST FOR PROPOSALS (RFP)

RFP 08-02: SAP R3 UPGRADE SERVICES



Procurement Services Department

***San Diego Unified Port District
Don L. Nay Administration Building
3165 Pacific Highway
San Diego, California 92101***

ALL INQUIRIES REGARDING THIS RFP SHALL BE DIRECTED TO:

**Marsha E. Rich, Contract Administrator
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KEY RFP DATES

Issued:	March 17, 2008
Information Exchange Meeting:	April 7, 2008 at 10:00 a.m.
Submit Questions By:	April 11, 2008 at 12:00 p.m.
Submit Proposals By:	May 5, 2008 at 12:00 p.m.
Oral Interviews:	June 2 & 4, 2008
Board Award of Agreement:	September 2, 2008
Tentative Project Start Date:	November 1, 2008

REQUEST FOR PROPOSALS (RFP)

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ATTACHMENTS:

Attachment A.....	Fee Schedule
Attachment B.....	Statement of Qualifications (or the SF 330 Form)
Attachment C.....	Certificate of Compliance to the Americans with Disabilities Act and ADA Program Submittal
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EXHIBITS:

Exhibit A	Sample Agreement
Exhibit B	Sample Certificate of Insurance & Endorsements



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I. INTRODUCTION

A. District Background

The San Diego Unified Port District (commonly referred to as the "District") is a public benefit corporation established in 1962 by an act of the California State legislature and ratified by the voters of the five member cities of the District. The enabling legislation and subsequent amendments conveyed certain tide and submerged lands within San Diego Bay and the oceanfront within the City of Imperial Beach to a District administration to further the development of commerce, navigation, fisheries and recreation on behalf of the state of California, which owns these lands. The lands are conveyed to the District as a trustee of the state.

The District's five member cities are Chula Vista, Coronado, Imperial Beach, National City and San Diego. The District's jurisdiction covers waterfront property within these cities and approximately 2,500 acres of land and 3,400 acres of water.

Additional information about the District can be found by visiting its web site at <http://www.portofsandiego.org>

II. SCOPE OF SERVICES

Current Environment:

Environment

a. Overview and Patch Levels

The current SAP environment in place at the District is a standard 3 system Development/Test/Production landscape, with CRM 3.00, BW 3.0B, and R/3 4.6C. All of the SAP systems are running on Sun Solaris 8 SPARC and Oracle 9.2. The landscapes are built with Development and Test installed in a non-MCOD fashion on a Sun e450 or v480, with a separate production Sun v480 or v490. There are 6 SAP Sun machines in all, as well as 2 ITS machines running Windows for use with ESS.

The following charts lay out the patch levels and plug-ins:



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R/3

Component	Release	Patch Level
SAP Kernel	46D	2265
HR-PS (HR-PS: Installation 462A.)	462A	66
IS-PS (IS-PS: Installation 462. All objects (Fu)	462	18
PI (PI 2004_1_46C : Add-On Delta Upgrade)	2004_1_46C	14
SAP_ABA (Cross-Application Component)	46C	53
SAP_APPL (Logistics and Accounting)	46C	53
SAP_BASIS (SAP Basis Component)	46C	53
SAP_HR (Human Resources)	46C	117/B8
ST-A/PI (Application Servicetools for R/3 46C)	01F_R3_46C	0
ST-PI (SAP Solution Tools Plug-In)	2005_1_46C	2

BW

Component	Release	Patch Level
SAP Kernel 640_REL	640	87
FINBASIS (FINBASIS 1.0B: Installation)	1.0B	31
PI_BASIS (PI_BASIS 2005_1_620)	2005_1_620	8
SAP_ABA (Cross-Application Component)	620	60
SAP_BASIS (SAP Basis Component)	620	60
SAP_BW (Business Information Warehouse)	30B	32
SEM-BW (SEM-BW 3.1B: Installation)	3.1B	31
ST-A/PI (Servicetools for other App./Basis 620)	01E_BCO620	0
ST-PI (SAP Solution Tools Plug-In)	003C_620	2

CRM

Component	Release	Patch Level
SAP Kernel 640_REL	640	87
BBPCRM (BBPCRM)	300	24
SAP_ABA (Cross-Application Component)	50A	47
SAP_BASIS (SAP Basis Component)	610	47
ST-A/PI (Application Servicetools BBPCRM 300)	01G_CRM300	0
ST-PI (SAP Solution Tools Plug-In)	2005_1_610	0
WP-PI (SAP Portals Enterprise Portal Plug-In)	500_610	0



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a. Current Hardware Infrastructure

Server Type	Hosted SAP Systems	RAM	Processor
Sun e450	R/3 Dev/Test	4GB	4x UltraSPARC II 400MHz
Sun v480	BW Dev/Test	4GB	2x UltraSPARC III 900MHz
Sun v480	CRM Dev/Test	4GB	2x UltraSPARC III 900MHz
Sun v490	Production R/3	4GB	2x UltraSPARC III 1.2GHz
Sun v480	Production BW	4GB	2x UltraSPARC III 900MHz
Sun v480	Production CRM	4GB	2x UltraSPARC III 900MHz

These systems are adequately sized to support the existing SAP environment.

b. User Load and Availability

System	Avg. Users	Production Hours
R/3 - Prod	100	Core Hours 7-19, After Hours 19-7
R/3 - QA	10	M-F 7-19
R/3 - Dev	10	M-F 7-19
R/3 - Train	10	M-F 7-19
BW - Prod	20	Core Hours 7-19, After Hours 19-7
BW - QA	2	M-F 7-19
BW - Dev	2	M-F 7-19
CRM - Prod	10	Core Hours 7-19, After Hours 19-7
CRM - QA	2	M-F 7-19
CRM - Dev	2	M-F 7-19
ESS/ITS - Prod	40	Core Hours 7-19, After Hours 19-7
ESS/ITS - QA	4	M-F 7-19
ESS/ITS - Dev	2	M-F 7-19

The District implemented the following modules in Phase I as of July 1, 2003:



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R/3 version 4.6c

FI/CO (AP, AR, GL, AA, CCA, PCA)
FM (Funds Management ISPS)
PS (Project Systems)
HR (Org Management, Benefits, Time Administration, Payroll)
PM (Plant Maintenance)
MM (Materials Management – MRO Purchasing and Inventory Control)
RE (Real Estate Lease Management)
Security, BASIS and ABAP

CRM Version 3.0 (Customer Interaction and Solutions Data Base)

The District implemented the following modules in Phase II as of January 2004:

R/3 version 4.6c

HR (Applicant Tracking, Training & Event Management, Travel)
ESS (Employee Self Service for Time, Training & Event Management, Leave Balance, Remuneration statement)
SEM version 3.1b (BPS)
BW version 3.0b (supports SEM/BPS and provides reporting for Legacy applications & management reporting)

Third Party Products

GLSU – Z Option
FAX – Message Manager Solutions
BSI tax factory - BSI Support Business Services
Docu- Solution- Deno Morris
MOIS – Pursell Consulting
ABWR - Syskoplan
GIS – ESRI
SECURITY WEAVER – Security Weaver, LLC.

Legacy Applications:

Primavera

c. Customization and Primary Usage

The majority of transactions on the R/3 system are Finance, Real Estate, and HR. There are custom workflows and reports in place that need to work after the upgrade. The IS-PS module is also in use. Certain functions such as ESS have



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specialized customizations that are a vital part of daily operations. Responses need to include suggestions and recommendations for dealing with ESS regarding portals, integrated ITS, and customization. This is a list of the 68 frequently executed custom transactions, sorted by steps. There are 339 custom programs overall.

Program or Tcode	Steps	Program or Tcode	Steps
ZBUDGET02	24,316	ZPACIFIC	67
ZPSCDP	8,050	ZRECAR	60
ZPM24	5,681	ZIH01	55
ZFMRP_RFFMEP	2,087	ZAP04	47
ZIW21	1,536	ZPAY	46
ZREAA	862	ZFI_PDF	43
ZPSMM	680	ZCERSFILE	38
ZRETEXT	569	ZCMEMO	34
ZCERSRCR	488	ZARO	28
ZMMWF_STATUS	471	ZHRRS	23
ZINV	464	ZFSA	21
ZRE02N	346	ZHR006	20
ZMOIS	343	ZPRUDENTIAL	18
ZHR005	334	ZVSP_FILE	16
ZREROLL	312	ZTRIAD_FILE	15
ZPSMM2	311	ZUHC	14
ZFM02	303	ZMMWF_COST	12
ZPM09	299	ZDELTA_PMI	12
ZMM006	276	ZIND4	11
ZIW29	266	ZHR01	11
ZARI	213	ZRE04	10
ZFI004	195	ZACHWFB	10
ZCO04	184	ZMGROUP	8
ZSEC04	170	Z_HR_EMERGEN	6
ZDELTA_PPO	162	ZPM10	4
ZPM02	146	ZMM005	4
ZMM008	139	ZIND3	4
Z_1099_EXT	125	ZAUDIT	4
ZCERSRETRO	114	ZMM004	3
ZHR002	108	ZMMVENDORLBL	2
ZCERSPRRD	104	ZFI003	2
ZCERSRETRO_R	82	ZFI002	2
ZHR001	81	ZFI006	1
ZGLSU	70	ZFI005	1



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Security Overview

Currently at SDUPD we have created simple and composite roles for R/3, BW and CRM using the Profile Generator. We have some field level security and utilize BPS for further authorization management in BW.

R3 production system has approximately 654 named users with 534 security roles present. B/W production system has approximately 654 named users with 50 security roles present. CRM production system has approximately 641 named users with 24 security roles present.

Central user administration (CUA) is used to allocate roles to user in production clients.

There is a segregation of duties (SOD) matrix that is used to ensure that roles are built and assigned according to audit requirements. This matrix is used both when building roles as well as when roles are assigned. We recently implemented Security Weaver to maintain the SOD in SAP R3.

Workflow customization

SDUPD has minimal workflow customizations. CRM has workflow for the CIC0 activities tracked and in R3 has workflow for requisition items released in the MM module.

Functional hierarchy

R/3 Organization Structure; Number of Objects

- Company Code – 1
- Controlling Area – 1
- Chart of Accounts – 1
- Fund – 1
- FM Area – 1
- Functional Area – 1
- Fund Centers - 322
- Profit Centers - 8
- Cost Centers - 44
- Plant – 1



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Upgrade Environment:

- OS & Db upgrade will be complete prior to upgrade
- Solution Manager will be implemented

**Specific hardware to be determined at the time of upgrade; to be able to get the latest hardware available. Current Hardware projection as follows:

Hardware: Sun Servers

OS: Sun Solaris10

DB: The latest version of Oracle certified by SAP; currently 10g

Target Product:

Combined Upgrade & Unicode Conversion (CUUC)

SAP 4.6C IS-PS -> SAP ERP 6.0 (aka ERP 2005 ECC 6)

(<http://www.sap.com/usa/solutions/business-suite/erp/erp2005.epx>)

SAP ITS 6.10 -> SAP Netweaver Portal (aka 2004s usage type Enterprise Portal 7)

(<http://www.sap.com/platform/netweaver/components/portal/index.epx>)



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STATEMENT OF WORK

The Port of San Diego is looking for an SAP Upgrade service provider. Service provider must be SAP certified to perform upgrades and have conducted upgrades in the US. Experience must include upgrades from 4.6c to ECC 6.0 with ISPS, ESS and Real Estate.

The required service is to perform a technical upgrade from SAP R/3 Version 4.6C to SAP ERP 6.0 and ensure that all current business processes continue to operate effectively in ERP 6.0.

The contractor will assume overall responsibility of the R/3 technical project including shared project management responsibility with the Port.

1. **Project Management:** Contractor will provide project management services to ensure a successful upgrade from SAP R/3 version 4.6 Enterprise to the SAP ERP 6.0.
 - Responsible for the development of project work-plans and schedules along with the Port project manager.
 - Supervise day-to-day activities of the contractor and subcontractor personnel.
 - Develop and maintain communication and involvement with key Port management.
 - Resolve project related issues concerning contractor performance.
 - Review key deliverables prepared by contractor staff prior to submission to Port project manager.
 - Monitor and report progress against project work-plans, schedules, and budgets.
 - All other duties as reasonably required to assure the successful completion of the contractor's responsibilities.
 - Focusing on knowledge transfer and training throughout the project by having the Port staff and contractor project team members working continuously side-by-side.
2. **Development Services:** Identify the changes to the IMG Customization, SAP transactions (t-codes, reports, programs), screens (end-user interface) and custom programs that are the result of the upgrade. Services in the following areas are required.
 1. BASIS
 2. Workflow
 3. Security
 4. ITS/ESS
 5. SCAT
 6. Data Conversion
 7. ABAP



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8. Sapscript
 9. SQVI
 10. Report Painter
 11. User Enhancements
 12. Business Service Pages (BSP)
 13. IDOCs
 14. Any replacement technology for the above (all the above)
- The Contractor will assure the Port that the installed SAP development, test, training and production environments and related hardware and operating software are compliant with SAP standards.
 - Utilize SAP standard services for Early Watch and for volume and stress testing.
 - For current Port configuration, identify functional processes that change from 4.6c to 6.0, including;
 - o Changes to the IMG Customization and related training of Port staff
 - o Changes to the Business Processes and conduct related “train the trainer” sessions
 - o Integration Impact
 - Provide services to include installation, configuration, customizing, programming, database administration, or other development.
 - Demonstrate the new SAP transaction that replaces SCAT/CATT and working side by side with Port, re-create our CATT programs and files.
 - If needed, coding of automated data conversion mapping, and loads into the SAP product, using best practices tools and techniques that are consistent with the vendor-provided architecture and development standards.
 - Create and execute test plans that are fully documented and repeatable that facilitate knowledge transfer to the Port.
 - Develop, document and execute a cut-over plan.
 - Unicode ABAP compliance
3. **Integration and Testing:** To direct project team in conducting a comprehensive test plan.
4. **Training and Knowledge Transfer:** Prepare Port staff before implementing the upgraded version to assume responsibility for continued support and enhancement of the system through both formal training and on-the-job knowledge transfer.



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Deliverables:

- Define Project Staffing requirements both consultant and Port and identify on site, on shore and off shore hours; including hourly rates.
- Describe your experience and methodology of performing an upgrade using Solution Manager
- Describe your project management experience and methodology
- Describe your Knowledge Transfer plan/method of the technical structure, Security, BASIS Tools, Functional, IMG and other changes to the Port Staff
- Describe experience and methodology in developing comprehensive test plans including all aspects of Functional, Technical, Hardware, System, etc.
- Describe any automated tools utilized for the upgrade
- Describe all documentation that will be delivered during the upgrade
- Describe your methodology and experience with Unicode compliance
- Provide a full project plan with timeline and Gantt
- Describe the expected landscape needed for the upgrade
- Define any additional SAP or 3rd party Licensing requirements
- Provide a standard Cut over plan
- Describe your change management methodology and plan
- Define your expectations of any pre-requisites to be completed by the Port, prior to upgrade
- Identify and describe the number of, and your experience with projects in U.S. with similar components, specifically with R/3 4.6c to ECC 6, including; ISPS, ESS, CATT, BW and RE module
- Submit cost proposal in terms of price not to exceed, including time and materials.
- Describe your experience in migrating and building security in ECC, CRM and B/W systems as well as with the use of CUA during an upgrade project.
- Describe replacement technology for elements such as: BSP, IDOCS, SAPSCRIPT, ITS, etc.

III. INSTRUCTIONS TO PROPOSERS

A. Information Exchange Meeting

The District will conduct an Information Exchange Meeting on April 7, 2008 at 10:00 a.m. in the San Diego Unified Port District Administration Building, located at 3165 Pacific Highway, San Diego, CA. 92101 in Conference Room 1. All prospective Proposers are encouraged to attend.



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B. Examination of Proposal Documents

By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing quality work to achieve District's objectives.

C. Addenda/Clarifications

Questions or comments regarding this RFP must be put in writing and must be received by District no later than April 11, 2008 at 12:00 p.m. Correspondence shall be addressed to Marsha E. Rich, Contract Administrator, Procurement Services Department, San Diego Unified Port District, P.O. BOX 120488, San Diego, CA 92112-0488. Questions may be submitted using a facsimile machine to (619) 725-6014 or emailed to marich@portofsandiego.org. However, all faxed/emailed questions must be received at District's Procurement Services Department by the date and time stated above. Responses from District will be communicated in writing to all recipients of this RFP. Inquiries received after the date and time stated above will not be accepted and will be returned to the senders without response.

D. Submission of Proposals:

All qualifications shall be submitted to the San Diego Unified Port District, Attention: Marsha E. Rich, Contract Administrator, Procurement Services Department, P.O. Box 120488, San Diego, CA 92112-0488, or may be hand delivered to the San Diego Unified Port District, Attn: Marsha E. Rich, Contract Administrator, Procurement Services Department, 3165 Pacific Highway, San Diego, CA 92101.

The Proposer shall submit 1 original (marked accordingly) and 7 copies of its qualifications in a sealed envelope, addressed as noted above, bearing the Proposer's name and address, and clearly marked as follows:

QUALIFICATIONS FOR RFP 08-02 : SAP R3 UPGRADE SERVICES

Proposals must be received no later than 12:00 p.m. on May 5, 2008.

Please request the District's Front Desk personnel, located in the District's Administration Building at 3165 Pacific Highway, 1st Floor, San Diego, CA 92101, to time/date stamp your proposals. If the proposal



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arrives after the due date and/or time, the proposals shall be returned to the sender unopened and marked "LATE."

The proposal shall contain the following items in order 1 through 8 and placed at the front of the submitted proposal:

1. Response Cover Letter (including Service Provider Registration and Authorized Signature information).
2. List of Service Providers Sub-Contractors
3. Deliverables (Listed under Statement of Work)
4. Fee Schedule Form - Attachment A
5. Statement of Qualifications (or submittal of SF 330 Form) - Attachment B
6. Proposal's Equal Opportunity Program - Attachment C
7. Certificate of Compliance to the Americans with Disabilities Act and ADA Program Submittal – Attachment D
8. Safety Requirement Form - Attachment E

The District will conduct a preliminary review of the proposals to determine if the above items and copies are included as required in the RFP. If a proposal does not include all eight (8) items fully completed, the proposal shall be considered not responsive, marked "NON-RESPONSIVE", and returned to the Proposer.

Response Cover Letter

The Proposer shall submit a response cover letter that summarizes why the Proposer believes they should be selected by the District to provide elevator maintenance services within the jurisdiction of the San Diego Unified Port District in the cities of San Diego, National City, Chula Vista, Imperial Beach, and Coronado, California.

The San Diego Unified Port District has implemented an Enterprise Wide software program that has a Service Provider registration component. All Service Providers are encouraged to register and any Service Providers doing business with the District are required to register. To register with the Port as a Service Provider, please visit our website, www.portofsandiego.org/vendors. For questions and/or comments, please contact the Port's Purchasing Department at 619-686-6392. Proposers are to indicate compliance in their Response Cover Letter.

The Proposer shall provide in the Response Cover Letter the name of the authorized representative who has the authority to enter into a binding agreement and authorize changes to the scope, terms, and conditions of the agreement if selected. The information should include:



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Name and Title, Name of Firm, Address, City, State, Zip, Telephone number, Fax number, and E-Mail address.

List of Service Provider's Sub-Contractors

The Proposer shall submit a list of Sub-Contractors who may provide services under this Agreement. The list shall include each Sub-Contractor's name, address, telephone, and fax numbers, types of services to be performed, dollar value and percentage of services to be performed, and SBE status.

E. Agreement Type

It is anticipated that this solicitation shall result in the execution of at least one Agreement. The Agreement services shall be compensated on a negotiated basis as established in the Fee Schedule. The anticipated start date is November 1, 2008.

An example of the Service Agreement, to be executed with the successful Service Provider, is attached as Exhibit A. Proposers shall be prepared to accept the terms and conditions stated in this RFP, the sample Agreement, Scope of Services, and the Insurance & Indemnity Requirements. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in their Response Cover Letter, identified as "Exceptions to the Agreement".

1. Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
2. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.

The above factors will be considered in evaluating proposals. Proposals that take exceptions to the Agreement or proposed compensation terms may be determined by District, at its sole discretion, to be unacceptable and no longer considered for award.

F. Rights of District

This RFP does not commit the District to enter into an Agreement, nor does it obligate the District to pay for any costs incurred in preparation and submission of proposals or in anticipation of an Agreement. District may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence or qualifications to perform the Services described in this RFP.



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District reserves the right to:

1. Reject any or all proposals.
2. Issue subsequent Requests for Proposal.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the Request for Proposal process.
5. Approve or disapprove the use of particular Service Provider's Sub-Contractors.
6. Negotiate with any, all, or none of the Proposers.
7. Solicit best and final offers from all or some of the Proposers.
8. Award an Agreement to one or more Proposers.
9. Accept other than the lowest offer.
10. Waive informalities and irregularities in proposals.

G. Collusion

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly or indirectly induced or solicited any other person to submit a sham proposal, or any other person to refrain from submitting a proposal; and that the Proposer has not, in any manner, sought collusion to secure any improper advantage over any other person submitting a proposal.

H. Withdrawal of Proposals

A Proposer may withdraw their proposal before the expiration of the time for submission of proposals by delivering to the Contracts and Quality Assurance Department a written request for withdrawal signed by, or on behalf of, the Proposer.

IV. PROPOSERS' MINIMUM QUALIFICATIONS

General Qualifications:

The Proposer shall have sufficient experience in and comprehensive knowledge of providing SAP R3 Upgrade Services as described in the Scope of Services.

V. PROPOSAL FORMAT AND CONTENT



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A. Format

Proposers shall include the required items stated in Section III Instructions to Proposers, paragraph D, Submission of Proposals.

Proposals shall be typed and: 1) as brief as possible, and 2) not include any unnecessary promotional material.

For ease of handling, it is requested that standard 8 -1/2 x 11" paper be used with the simplest possible method of fastening (except that paper clips shall not be used), considering the size of the proposal.

The nature and form of response are at the discretion of those responding, but shall include the information listed below.

B. Content

1. Experience of Proposed Staff

Resume and experience of principals, project managers and key personnel who would be assigned to this project;

- a. Indicate the extent of training the members of the Team have received in the areas of SAP R3 Upgrade Services and working with Government entities.
- b. Provide examples of where the proposed team members have been assigned to similar projects.
- c. Sub Contractor qualifications and roles, if any.
- d. Identify which services would be provided by in-house resources and those provided by Sub-Contractor. Proposer must present an organizational chart of its planned staff (internal and external) including resumes, biographies, and curriculum vitae where appropriate.

The Proposer shall discuss how they would staff this project. The Proposer shall identify project team members by name, location, specific responsibilities on the project and the estimated person-hours of participation. The Proposer shall include an organizational chart for the project team and resumes for key personnel. The Proposer's key personnel will be an important factor considered by the Selection Review Panel. There can be no change of key personnel once the proposal is submitted, without the prior approval of District.



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2. **Approach to the Project**

The Proposer shall present a well-conceived work plan that establishes the Proposer's understanding of, and ability to satisfy, District's objectives and work requirements. Proposer shall succinctly describe the proposed approach for addressing the required work, outlining the activities that would be undertaken in completing the various tasks, and specifying who would perform them. Include a timetable for completing all work specified in the Scope of Services. The Proposer may also suggest technical or procedural innovations that have been used successfully on other projects and which may facilitate the completion of this project.

3. **Capability to Perform**

Ability to complete work within required time. Availability and continuity of staff during course of the project.

This section shall include a brief description of the Proposer and Sub-Contractor's qualifications and previous experience on similar or related projects. Description of pertinent project experience shall include a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for each project.

4. **Firm's Relevant Experience**

The Proposer should describe its relevant experience in each of the following areas:

- a. Description of SAP R3 Upgrade projects similar to those proposed above, and with ongoing appropriate contracts to agencies of comparable size to the District.
- b. Experience in each of the areas noted in the Scope of Services.

This section shall include a brief description of the firm's size as well as the local organizational structure; and a discussion on the firm's financial stability, capacity, and resources. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its Sub-Contractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Service Provider or its insurers within the last five years.



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5. Cost/pricing Information

In this section the Proposer shall include the price, as well as their proposed Sub Contractor price, for performing the services discussed in the Scope of Services. The Fee Schedule, Attachment A, must be completed and submitted with the proposal. Proposals in which the costs do not reflect a reasonable relationship to the work to be conducted will be viewed as failing to comprehend the requirements of the Scope of Services and cause the proposal to be rejected as being non-responsive. Additionally, all Proposers are required to submit the firm's most recent complete financial statement that would establish the firm's ability to complete the obligations of the Agreement resulting from this solicitation. The statements should include footnotes and auditor's opinion or other financial instrument (example: audited overhead rate report) Proposer shall submit one original Attachment A, Fee Schedule form.

VI. EVALUATION AND SELECTION

A. Evaluation Criteria/Matrix: The following criteria and matrix shall be used to evaluate proposals:

2. EXPERIENCE OF PROPOSED STAFF: Experience of Project Manager with similar scope of services. Experience of project team with similar scope of services. Years staff has been assigned to similar scope of services. Level of education, training, licensing. Certification of staff. Service Provider sub-Contractors qualifications and roles, if any.
3. APPROACH TO THE PROJECT: Demonstrated understanding of the District's needs and solicitation requirements. Approach is well organized and presented in a clear, concise and logical manner. Availability and proposed use of technology and methodologies. Quality control and thoroughness is well defined.
4. CAPABILITY TO PERFORM: Ability to complete work within deadlines. Availability and continuity of staff during the course of the agreement, if selected.
5. COST AND PRICE: Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of individual rates; basis on which rates are quoted.



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6. FIRM'S RELEVANT EXPERIENCE: Experience in performing similar services for organization of similar size to the District. Experience with public agencies. Years of experience with these types of services.

B. ADA Enhancement: The following criteria shall be used to evaluate respondent's ADA Program based on specific criteria identified below. Respondents shall be eligible for bonus points on the following criteria. ADA Scope Enhancement, Staffing/Subparticipant, and Veterans Staffing. Respondents can receive up to 15 total bonus points under ADA Enhancements. See attachment C.

1. ADA SCOPE ENHANCEMENT: The District shall award five (5) points to a firm's total score from the evaluation criteria/matrix that has included ADA Enhancements that are above the minimum requirements and within the scope of services, including taking into consideration Universal Design. The respondent shall submit written documentation to support their ADA Enhancements for District's review and consideration.
2. STAFFING: The District shall award five (5) points to a firm's total score from the evaluation criteria/matrix that has staff with disabilities as defined by the ADA, or that has included one or more Disabled Veteran Business Enterprise (DVBE) subcontracting firm(s). The respondent shall submit DVBE certification documentation and list workforce data reporting number of total employees with disabilities as defined by the ADA.
3. VETERAN'S STATUS: The District shall award five (5) points to a firm's total score from the evaluation criteria/matrix that has Veteran's status or has staff with Veteran's status. Documentation of a firm's Veteran's status must be provided or workforce statistical data reporting number and percentage of total employees with Veteran's status is required.

C. Evaluation Procedure

A Selection Review Panel, generally made up of District staff, will review the proposals and establish a list of finalists based on pre-established review criteria. The names of the Selection Review Panel members are not revealed prior to the interviews. The Selection Review Panel will interview the finalists. The proposer should allow approximately 1 hour and 45 minutes for the oral interview and a question and answer session. The Project Manager must lead a 15-20 minute presentation before the Selection Review Panel.



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Interviews shall be conducted June 2 and 3, 2008. Each Proposer is asked to keep these dates open. No other interview dates will be provided.

The Selection Review Panel will evaluate the proposals. The rating and evaluation forms prepared by Panel members will not be revealed. The scores in the evaluation matrix shown below **DO NOT** indicate a “winning score” and the highest score is not guaranteed selection. The final decision is at the discretion of the District and is based on the scores, reference checks, negotiated pricing, and further analysis of the proposals including any risks associated with selecting any proposal.

Evaluation Criteria	Weight	Firm A		Firm B		Firm C	
		Score	Total	Score	Total	Score	Total
Experience of Proposed Staff	10						
Approach to the Project	9						
Capability to Perform	8						
Cost and Price	7						
Firm's Relevant Experience	6						
Totals							
ADA Scope Enhancement							
DVBE/Disabled Staff							
Veterans Status							
Grand Total							

D. Award

When the Selection Review Panel has completed its work, the District may negotiate for the extent of services to be rendered and the method of compensation. Because District may award without conducting negotiations, the proposal submitted shall contain the Proposer's most favorable terms and conditions.

VII. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

Americans with Disabilities Act (ADA) Policy

The San Diego Unified Port District (District) does not discriminate on the basis of disability in employment and complies with the ADA, and all other applicable federal, state, and local laws, regarding barrier-free access to all District services, programs, and activities.

In conjunction with BPC Policy No. 361, it is the District's policy not to discriminate against qualified individuals with disabilities in regard to



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application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

An individual with a disability, who can be reasonably accommodated for a job, without undue hardship to the District, will be given the same consideration for that position as any other applicant. Additionally, the District will engage in an interactive process to attempt to reasonably accommodate qualified individuals with disabilities so they can perform the essential functions of a job. All employees are required to comply with safety standards.

The District is committed to ensure all services, programs, and activities are accessible and usable by all individuals except where to do so would result in a fundamental alteration in the nature of the service, program or activity, or in undue financial and administrative burdens.

To ensure high visibility, the District will participate in community outreach events, report on activities that further enhance accessibility, and consider the use of Universal Design, which is the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design, to support and include people with disabilities in all services, programs, and activities as appropriate.

In conjunction with BPC Policy No. 361, the District will promptly investigate all complaints of employment discrimination and barriers to services, programs, and activities, and when appropriate, take effective remedial action to address and remedy any complaints.

The Executive Director will designate person(s) responsible for developing and implementing the District's ADA program and ensuring that District employees, agents, lessees, and contractors adhere to the provisions of the ADA program.

The ADA program will be implemented at the same priority as compliance with all other legal obligations incurred by the District.

This policy shall be reviewed and updated annually or when required by law.

VIII. EQUAL OPPORTUNITY MANAGEMENT PROGRAM REQUIREMENTS

Equal Opportunity Contracting Policy Statement

It is the policy of the San Diego Unified Port District (District) that all businesses be provided equal opportunity to participate in the performance of District contracting and leasing opportunities, and to insure that, workers on public works projects of one thousand dollars (\$1,000) or more are paid the general prevailing rate of per diem wages for regular, holiday, and overtime work as provided by California Labor Code Section 1771.



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The District is committed to take all necessary and reasonable steps to increase its utilization of small businesses for a positive economic impact to the region. District policy prohibits discrimination against any person because of age (over 40), ancestry, color, disability (mental or physical), gender, marital status, medical condition, national origin, pregnancy, race, religion, sexual orientation, or veteran status, in the award or performance of District contracts or leases.

The District will create a level playing field on which small businesses can compete fairly for District contracts. This policy will help remove barriers to the participation of small businesses in District contracts and assist in the development of firms to compete successfully in the marketplace outside the District's Equal Opportunity Contracting Program.

Small Business Enterprise Program

The District's Small Business Enterprise Program utilizes external resources in their search for small businesses to participate on contract opportunities. This information is maintained and updated by those sources and their registered clients. Business's that are registered within these data sources claim they meet the federal or state size standards to qualify as a small business.

Please be aware that the District's Small Business Enterprise program does not control or guarantee the accuracy, or completeness of this outside information. Questions regarding a small business size protest should be addressed with the outside source.

Small Business Enterprise (SBE) Participation - No SBE participation goal was established for this opportunity. Should sub-participants be utilized, respondent should make good faith efforts to include small businesses in their solicitation process. SBE eligibility is based on economic size standards determined by number of employees or gross receipts. The SBE Plan recognizes both federal and state size standards for small businesses. Small business concerns can be certified as SBEs by the U.S. Small Business Administration, State of California, Department of General Services, City of San Diego/San Diego County Hispanic Chamber of Commerce Diverse Emerging Vendor Outreach Program, or any U.S. Department of Transportation, Disadvantaged Business Enterprise (DBE) certification using Title 49 Code of Federal Regulations Part 26 criteria.

Note: The Equal Opportunity Management Department SBE Resource Information Guide is now available on our Web site. To download the SBE Resource Information Guide go to www.portofsandiego.org, click on Doing Business, Equal Opportunity Management, SBE Resource Information Guide. If you do not have access to the web or need assistance, please contact the EOM analyst listed at the end of this section.



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Equal Employment Opportunity Policy Statement

It is the policy of the San Diego Unified Port District (District) that all Contractors and lessees interested in conducting business with the District shall not discriminate against any employee or applicant for employment because of age (over 40), ancestry, color, disability (mental or physical), gender, marital status, medical condition, national origin, pregnancy, race, religion, sexual orientation, or veteran status, and shall take action to assure applicants are employed, and that employees are treated during employment, without regard to age (over 40), ancestry, color, disability (mental or physical), gender, marital status, medical condition, national origin, pregnancy, race, religion, sexual orientation, or veteran status.

Equal Employment Opportunity Program - Respondent must complete the enclosed Attachment D: Respondent's Equal Opportunity Program.

Information contained within Attachment D will be evaluated and presented to the Board of Port Commissioners. Any respondent who fails to address the foregoing requirements may be considered non-responsive.

IX. LABOR AND PREVAILING WAGES

Labor: None but skilled personnel shall be employed on Work requiring special qualifications and when required by the District's Project Inspector. The Proposer shall take the necessary action to remove from the Work any person who, in the opinion of the District's Project Inspector, is disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. Such removal shall not be the basis of any claim for compensation or damages against the District or any of its officers.

Eight Hour Day: Unless as otherwise excepted by law, neither Proposer nor any Sub Contractor doing work pursuant to the terms of this Contract shall require or permit any worker to work more than eight (8) hours per day and forty (40) hours in any one week, provided, however, work performed in excess of eight (8) hours per day shall be compensated at the rate of no less than one and one-half times the basic rate of pay.

Proposer shall, as a penalty to District, forfeit twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by Proposer or by any Sub-Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in one calendar day and forty (40) hours in any one calendar week unless compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours per week is not less than as required by law.



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Proposer and each Sub-Contractor shall keep an accurate record showing the name, labor classification and actual hours worked each calendar day and each calendar week by each worker employed by it in connection with the Work performed pursuant to this Contract, and shall make such records available for inspection at all reasonable hours by the District and the Division of Labor Standards Enforcement. Neglecting to comply with this section is a misdemeanor.

A Proposer or Sub Contractor who has been debarred pursuant to Labor Code section 1777, et seq. shall not bid, work on or be awarded any District Contracts.

Wage Rates (Prevailing Wages):

In accordance with the provisions of Labor Code section 1773, the District has ascertained from the Department of Industrial Relations the general prevailing rate of per diem wages (which rates include employer payments for health and welfare, vacation, pension and similar purposes) and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed under this Agreement for each craft, classification or type of worker needed to perform the Agreement, which rates are set forth in the Agreement or are on file and available for inspection at District offices at 3165 Pacific Highway, San Diego, California. The Proposer shall post a copy of the wage rates on the work site.

Proposer and each Sub Contractor shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of this Contract. As allowed by law, the Proposer shall, as penalty to District, forfeit not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under this Agreement, including work for any Sub Contractor. The amount of said forfeiture shall be determined by the Labor Commissioner in accordance with Labor Code section 1775. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Proposer pursuant to the provisions of Labor Code section 1775. The District shall not be liable or responsible in any manner to any Sub Contractor or worker who is paid less than the prevailing rate.

The District shall not recognize or be responsible for any claim for additional compensation because of payment by the Proposer for any wage rate in excess of the wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Proposer in determining its bid.



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Any Proposer who is awarded an agreement and who intends to use a craft or classification not shown on the general prevailing wage determinations, shall pay the wage rate of that craft or classification most closely related to it as shown in the general wage determinations effective on the bid date of the project.

The Proposer shall comply with Labor Code section 1775, (b).

Payroll Records:

Proposer and each Sub-Contractor shall keep an accurate, certified payroll record of the name, address, social security number, work classification, occupation, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with work performed under this Contract.

The Proposer shall submit, on a weekly basis, a certified copy of each payroll on Form WH-347 (U.S. Dept. of Labor) to the District. In lieu thereof and subject to the District's approval, the Proposer may submit a computer printout of the complete payroll information with a cover certification on Form WH-348 (Statement of Compliance). Certified copies of all such records and the U.S. Department of Justice Form I-9 (or its equivalent) shall be made available for inspection or furnished upon request to the District, the Division of Apprenticeship Standards and the Division of Labor Standards Enforcement in accordance with the provisions of Labor Code section 1776. Certified copies of such record shall be made available to the public as provided in Section 1776. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or its representative on request. Proposer shall be responsible for compliance with these provisions and with the requirements of Labor Code section 1776.

Questions regarding the Sections VII: Americans with Disabilities Act Requirements, Section VIII: Equal Opportunity Program Requirements and Section IX: Labor and Prevailing Wage Rates of this opportunity should be directed to:

Rita Cordova, Analyst
Procurement Services Department
Phone: (619) 686-6412, FAX: (619) 686-6413
E-mail: rcordova@portofsandiego.org



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X. INSURANCE REQUIREMENTS

Service Provider and each Service Provider's Sub-Contractor shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

- A. Commercial General Liability (including, without limitation, Contractual Liability, Personal and 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 two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage.
 - 1) The deductible or self-insured retention on this Commercial General Liability policy shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing
 - 2) The Commercial General Liability policy shall be endorsed to include the District; it's agents, officers, and employees as additional insured in the form as required by the District, an exemplar endorsement attached.
 - 3) The coverage provided to the District, as an additional insured, shall be primary.
- B. 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 two million dollars (\$2,000,000) per accident for bodily injury and property damage.
- C. Worker's Compensation in statutory required limits and Employer's Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury or disease. This policy shall be endorsed to include a waiver of subrogation endorsement.
- D. Professional Liability Insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
 - 1) At the end of the agreement period, Consultant shall maintain, at it's 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
 - 2) Alternately, if the existing Professional Liability is terminated during the above referenced five year period, Consultant shall



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

- 3) 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

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 the 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 certificates shall indicate that the insurer must notify District in writing at least 30 days in advance of any change in, or cancellation of, coverage. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

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.

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.

XI. INDEMNIFICATION

- A. Indemnification for Non-Professional Services:** To the fullest extent provided by law with respect to all liability except liability for Professional Services, covered under Section B, the Service Provider agrees to defend, indemnify, protect and hold harmless the District, its agents, officers and employees, from and against any claim, demand, action, proceeding, suit or liability for damages, costs (including reasonable attorneys' fees) or expenses for damages to property or the loss of use thereof or injuries or death to any person (including Service Provider's employees), caused by, arising out of or related to the performance of,



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Service Provider as provided in the Scope of Services, or failure to act by Service Provider, its officers, agents, Sub Contractor and employees. The Service Provider's duty to defend, indemnify, protect, and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.

The Service Provider further agrees that the indemnification, including the duty to defend the District, requires the Service Provider to pay reasonable attorneys' fees and costs the District incurs that are associated with enforcing the indemnification provision, and defending any claims, demands, or liabilities arising from the services of the Service Provider performed pursuant to this Agreement.

The District may, at its own election, conduct its defense, or participate in the defense of any claim demand related in any way to the Agreement. If the District chooses as its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any claim, demand or liability related to Service Provider's Scope of Services, the Service Provider agrees to pay the reasonable value of attorneys' fees and all of the District's costs.

- B. Indemnification for Professional Services:** To the fullest extent provided by law, the Service Provider agrees to defend, indemnify, protect and hold harmless the District, its agents, officers and employees from and against any and all claims, demands, liability for any damages, costs (including reasonable attorneys' fees and costs), or expenses, arising from the actions or omissions of the Service Provider as provided in the Scope of Services. The Service Provider's duty to defend, indemnify, protect, and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.

The Service Provider further agrees that the indemnification, including the duty to defend the District, requires the Service Provider to pay reasonable attorneys' fees and costs the District incurs that are associated with enforcing the indemnification provision, and defending any claims, demands, or liabilities arising from the services of the Service Provider performed pursuant to this Agreement.

The District may, at its own election, conduct its defense, or participate in the defense of any claim or demand related in any way to the Agreement. If the District chooses as its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any claim, demand or liability related to the Scope of Professional Services, the Service Provider agrees to pay the



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reasonable value of attorneys' fees and all of the District's costs associated with its defense.

XII. PROTESTS

Prior to the closing date for submittal of proposals, Proposer may submit to District protests regarding the procurement process, or alleged improprieties in specifications or alleged restrictive specifications. Such protests shall be filed no later than 10 working days prior to the scheduled closing date. If necessary, the closing date of the solicitation may be extended pending a resolution of the protest. Protests dealing with alleged improprieties in the procurement or the procurement process that can only be apparent after the closing date for receipt of proposals shall be filed within 5 working days of issuance of the Notice of Recommended Award. Protests shall contain a statement of the grounds for protests and supporting documentation. Protestor will be notified of District's final decision prior to issuance of Award.

A Proposer may discuss the procurement documents with District. Such discussions, however, do not relieve Proposers from the responsibility of submitting written protests as required.

Proposers requests and protests shall be addressed to: San Diego Unified Port District, Attn: Ralph Oliver, Contracts Manager, P.O. Box 120488, San Diego, CA 92112-0488.



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ATTACHMENT A FEE SCHEDULE San Diego Unified Port District

Labor Classification	On-Shore Fully Burdened Rate	Off-Shore Fully Burdened Rate
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
Reimbursable Travel Expenses (0%)(Transportation, Accommodations, Food)		

Signature of Authorized Representative

Date



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Allowable Overhead Costs:

Payroll Additives:

- Sick Leave
- Vacation
- Holiday Pay
- Medical Insurance
- Term Life Insurance
- Disability Insurance
- Federal Unemployment Tax
- Federal & State Payroll Tax
- Workers' Compensation Insurance
- Union Fringe Benefits
- Excise Tax
- Social Security
- Retirement Benefits (401-K)

G&A Overhead:

- Indirect Salaries
- Indirect Additives (see above list)
- Utilities
- Rent & Depreciation
- Office Supplies
- Professional Fees/Licenses
- Library/Periodicals
- Administrative Meetings
- Technical/Professional Meetings
- Legal Costs
- Accounting Costs
- Insurance Costs
- Telephone (local)
- Postage (routine)
- Office Machines, Computers & Software Costs
- Repairs & Maintenance
- Personnel Recruiting & Training
- Reproduction Costs/Deliverables
- Advertising - Personnel Recruitment Only
- Business License
- Automobiles - Leasing/Repairs
- Field Supplies/Equipment
- Professional Liability Insurance
- Project Proposal Development Expenses
- Cost of Money (Interest on borrowed capital)
- Bonding (if required by contract)

Costs Not Allowed

Payroll Additives:

- Bonuses
- Salary Incentives
- Stock Options
- Severance
- Life Insurance
- Annuity Contracts

G&A Overhead:

- Promotional Advertising
- Bad Debts
- Entertainment
- Research & Development
- Fines & Penalties
- Idle Facilities Costs
- Lobbying
- Carry-over losses from other contracts
- Litigations or Cost/Damage Awards
- Costs for Equipment that is a direct cost chargeable under the terms of the Agreement
- Building Depreciation in excess of 2%
- Equipment Depreciation in excess of 10%



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ATTACHMENT B STATEMENT OF QUALIFICATIONS (Or submission of SF330 Form) San Diego Unified Port District

A response to this Request for Proposal (RFP) for providing SAP R3 Upgrade Services within the jurisdiction of the San Diego Unified Port District (District) in the cities of San Diego, National City, Chula Vista, Imperial Beach and Coronado, California, will not be considered unless all the information requested in the Statement of Qualifications (questionnaire) is provided by the Proposer. Statements must be complete and accurate. Omissions, inaccuracies, or miss-statements may cause the rejection of a response or subsequent revocation of the Agreement.

Statements and answers relating to each question in this questionnaire must be answered on the page on which the question is found or on sheets (not to exceed two sheets per question) attached to the applicable questionnaire page. All statements must be neatly typed on 8-1/2" x 11" paper and must reference the page number of the questionnaire to which it applies. All material submitted to the District will become the property of the District and will not be returned to the Proposer.

By submission of a response, the Proposer authorizes the District to make any inquiry or investigation it deems appropriate to verify or augment the information contained in this questionnaire, and authorize others to release to the District any and all information sought by District in such inquiry or investigation.

Name of Proposer exactly as it will appear on any final Agreement:

Address of Proposer for purposes of notice or other communication relating to the proposed Agreement:

Telephone Number: () _____ Fax Number _____ Email _____

The Proposer is a Sole Proprietorship () Partnership () Corporation ()

Joint Venture () or Explain if necessary: _____

Name of the State Firm is headquartered in: _____

I, _____, affirm that all the information furnished in and with this questionnaire, is true, complete and correct to the best of my knowledge.

(Signature)

(Date)



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PARTNERSHIP STATEMENT

If Proposer is a partnership, please answer the following:

1. Date of Organization: _____

2. General Partnership: ()
Limited Partnership: ()

3. Statement of Partnership recorded: Yes () No ()

Date	Book	Page	County
------	------	------	--------

4. Has the partnership done business in San Diego County?

Yes () No ()

When: _____

Where: _____

5. Name, address, and partnership share of each general and limited partner. If a general partner is another partnership or a corporation, complete separate appropriate page(s). If a limited partner holding a 10% or greater interest is another partnership or corporation, complete separate appropriate page(s). Type Proposer's name on said pages for identification purposes and furnish the financial data required such entity.

General/Limited	Name	Address	Share in Percent

6. Attach a complete copy of the Partnership Agreement



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LIMITED LIABILITY COMPANY STATEMENT

If the proposed (Sub) Lessee is an LLC, please answer the following:

1. Date of Organization:
2. Where Organized:
3. Is the Company authorized to do business in California?
 - a. Yes () No ()
 - b. If so, as of what date?
4. Has the Company conducted business in San Diego County?
 - a. Yes () No ()
 - b. If so, when?
 - c. If so, where?
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate appropriate page(s) as appropriate for such entity (type proposed [Sub] Service Provider's name on the top of each page).

Manager/Officer/ Member	Name	Address	Share %

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement needs to be submitted only if the Operating Agreement on file with the District is no longer current.



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CORPORATION STATEMENT

If Proposer is a corporation, please answer the following:

1. Date incorporated: _____
2. Where incorporated: _____
3. Is the corporation authorized to do business in California? Yes () No ()
If so, as of what date: _____
4. The corporation is held: Publicly () Privately ()
5. If publicly held, what and where is the stock traded: _____
6. Please list the following:

	Authorized	Issued	Outstanding
Number of voting shares:	_____	_____	_____
Number of nonvoting shares	_____	_____	_____
Number of shareholders:	_____		
Value per share of Common Stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____
7. Please furnish the name, title, address and number of voting and non-voting shares of stock held by each officer and, in addition, the same information for each stockholder owning more than 10% of any class of stock.

Name _____
Title _____
Address _____

No. of Shares _____

Name _____
Title _____
Address _____

No. of Shares _____



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Name _____

Title _____

Address _____

No. of Shares _____

Name _____

Title _____

Address _____

No. of Shares _____

Any partnership or corporation holding more than 10% of any class of stock must also complete applicable pages as appropriate, (type Proposer's name on said pages for identification purposes) and furnish the financial data as required. If there is an ownership chain of additional partnerships or corporations, the above requirements extend to each such entity having either: (1) a 10% or greater direct, indirect or beneficial ownership interest in the Proposer; or (2) effective control of the Proposer regardless of the percentage of ownership interest.

8. If an individual, partnership or corporation will be guaranteeing performance of the Proposer-corporation, state name here _____ and also complete applicable pages as appropriate (type Proposer's name on said pages for identification purposes), and furnish the financial data required for the Guarantor.

RESPONDENT'S REFERENCES

Minimum Qualifications

Firms submitting proposals should meet the following minimum qualifications. Please answer "yes" or "no", and include an explanation, As Needed.

1. Service Provider has a liability insurance policy with a policy limit of at least \$2,000,000 per occurrence or a statement from their broker that the Service Provider can have such insurance in place after notice of award.

[] Yes [] No

2. Service Provider has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor code section 3700 ET. Seq. or is exempt because Service Provider has no employees. Service Provider has continuously has workers' compensation insurance or state approved self-insurance.



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☐ Yes ☐ No ☐ Exempt

3. Service Provider has automobile liability insurance policy with a policy limit of at least \$2,000,000 per claim or a statement from their broker that the Service Provider can have such insurance in place after notice of award.

☐ Yes ☐ No

4. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project or the bidding or performance of a government contract?

☐ Yes ☐ No

5. Service Provider has the appropriate valid license, registration, or certification and is in good standing with the licensing board.

☐ Yes ☐ No

6. Is your firm currently in a bankruptcy case, in Chapter 11, an applicant for Chapter 11, or an adjudicated bankrupt?

☐ Yes ☐ No

Special Qualifications

Firms submitting qualifications (Proposers) should provide the following information relevant to its operations as the basis for evaluation:

7. OTHER REQUIRED RESPONSE INFORMATION

a. References

Provide a list, including names, addresses, and phone numbers of at least three (3) clients that your firm has served within the last two (2) years with a scope of service similar to this RFP. Include a statement authorizing the District to contact such clients for an appraisal of the services they received from your firm.

b. Surety Information:



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Has any Surety or bonding company ever been required to perform upon your default or the default of any of the principals in your organization holding more than a 10% interest?

☐ Yes ☐ No

If yes, attach a statement naming the Surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.

c. Pending Litigation:

Are you, or any of the principals in your organization, holding more than a 10% interest, presently a party to any pending litigation, Liens, judgments or outstanding claims?

☐ Yes ☐ No

If yes, provide detailed information for each action.

d. Conflict of Interest:

Does the company have any existing or potential conflicts of interest with the District?

☐ Yes ☐ No

If yes, attach a statement detailing the conflicts of interest.



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ATTACHMENT C CERTIFICATE OF COMPLIANCE TO THE AMERICANS WITH DISABILITIES ACT AND ADA PROGRAM SUBMITTAL San Diego Unified Port District

ADA Program Requirements

1. Respondent's Certificate of Compliance to the Americans with Disabilities Act

Respondent is required to comply with the Americans with Disabilities Act and acknowledge that requirement by signing the following Certificate of Compliance to the Americans with Disabilities Act form. Respondent shall also acknowledge the requirement to include in any sub-agreement associated with this project, a certification of each sub-participant's requirement and acknowledgement to comply with the Americans with Disabilities Act.

RESPONDENT'S CERTIFICATE OF COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

NOTE: Respondent is required to complete the following certificate acknowledging its requirement to comply with the Americans with Disabilities Act and to require the same for any and all sub-participants on this project.

I am aware of the provisions of the Americans with Disabilities Act, which ensures non-discrimination and access to programs, services and activities without regard to disabilities, and I will comply with such requirements under the performance of the work of this Contract and as required by the Contract.

Respondent shall include in each subcontract agreement language that indicates the subcontractor's agreement, to comply with the Americans with Disabilities Act in its entirety. Respondent and subcontractors shall be individually responsible for their own ADA programs.

Respondent: _____

By: _____

Title: _____

Date: _____



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2. Respondent's ADA Program Submittal

ADA SCOPE ENHANCEMENT: The District shall award five (5) points to a firm's total score from the evaluation criteria/matrix that has included ADA Enhancements that are above the minimum requirements and within the scope of services, including taking into consideration Universal Design. The respondent shall submit written documentation to support their ADA Enhancements for District's review and consideration.

Is your firm claiming ADA Enhancement bonus points? Yes ___ No___

Respondent's ADA Program submittal shall include all ADA or accessible features and considerations, over and above minimum requirements and within the scope of services, which may include, but not be limited to the following:

- o Incorporation of Universal Design
- o Title 24 accessibility requirements
- o Review by recognized ADA committee or organization
- o ADA outreach
- o Staff with Disabilities
- o DVBE Participation
- o Wider sidewalks as applicable
- o More disabled parking as applicable
- o Features such enhanced Crosswalks (latest technology)

Respondent's ADA Program: _____



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STAFFING: The District shall award five (5) points to a firm's total score from the evaluation criteria/matrix that has staff with disabilities as defined by the ADA, or that has included one or more Disabled Veteran Business Enterprise (DVBE) subcontracting firm(s). The respondent shall submit DVBE certification documentation and workforce statistical data reporting number and percentage of total employees with disabilities as defined by the ADA.

Is your firm claiming DVBE or Staffing bonus points? Yes___ No___

Please provide DVBE certification documentation

Please complete workforce statistical data:

Job Group	Disabled Staff	
	#	%
Officials/Managers		
Professionals		
Technicians		
Sales Workers		
Admin Support		
Craft Workers		
Operators		
Laborers		
Service Workers		
Total:		



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VETERAN'S STATUS: The District shall award five (5) points to a firm's total score from the evaluation criteria/matrix that has Veteran's status or has staff with Veteran's status. Documentation of a firm's Veteran's status must be provided or workforce statistical data reporting number and percentage of total employees with Veteran's status is required.

Is your firm claiming Veteran's Status bonus points? Yes___ No___

Please complete workforce statistical data:

Work Force		
Job Group	<u>Veterans Status</u>	
	<u>#</u>	<u>%</u>
Officials/Managers		
Professionals		
Technicians		
Sales Workers		
Admin Support		
Craft Workers		
Operators		
Laborers		
Service Workers		
Total:		



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ATTACHMENT D

**Proposer's Equal Opportunity Program
San Diego Unified Port District**



**Submitted to:
San Diego Unified Port District**

Submitted by: _____

**Request for Proposals (RFP) 08-02:
SAP R3 UPGRADE SERVICES**

Date: _____



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RESPONDENT'S EQUAL OPPORTUNITY PROGRAM

Report all permanent full-time or part-time employees. Refer to Section D for instructions to complete this Section. In Section E, identify the working titles found within each job group.

A. Corporate Work Force Location: _____

Job Group	Total	Male					Female				
		WH	BL	HI	AP	AI	WH	BL	HI	AP	AI
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Admin Support											
Craft Workers											
Operators											
Laborers											
Service Workers											
Total:											

B. San Diego Work Force

Job Group	Total	Male					Female				
		WH	BL	HI	AP	AI	WH	BL	HI	AP	AI
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Admin Support											
Craft Workers											
Operators											
Laborers											
Service Workers											
Total:											

C. Project Work Force

Job Group	Total	Male					Female				
		WH	BL	HI	AP	AI	WH	BL	HI	AP	AI
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Admin Support											
Craft Workers											
Operators											
Laborers											
Service Workers											
Total:											



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Contact Person: _____
Signature: _____
Title: _____

Phone: _____
Date: _____
Company Name: _____

D. Explanation for Completing Employment Data

Employment data must include ALL current full-time and part-time employees. Employees must be counted by sex and race/ethnic category for each of the nine occupational categories. You may acquire the race/ethnic information necessary for this report either by visual surveys of the work force, or from post-employment records as to the identity of employees. Eliciting information on the race/ethnic identity of an employee by direct inquiry is not encouraged.

For the purpose of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

WH - White (not of Hispanic origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BL - Black (not of Hispanic origin) - All persons having origins in any of the Black racial groups of Africa.

HI - Hispanic - All persons of Mexican, Puerto Rican, Cuban, Central/South American, or other Spanish culture/origin, regardless of race.

AP - Asian or Pacific Islander - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

AI - American Indian or Alaskan Native - All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Every employee must be accounted for in ONLY one of the categories. Employment data must be reported by job category. Report each employee in only one job category.

To assist you in determining where to place your jobs within the occupational categories, a description of job categories is as follows:

Officials and Managers - Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, and kindred workers.



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Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, architects, designers, dieticians, editors, engineers, lawyers, personnel and labor relations specialists, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill, which can be obtained through 2 years of post high school education, such as, is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers, drafters, engineering aides, photographers, surveyors, technical illustrators, and kindred workers.

Sales Workers - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, stock and bond sales workers, sales clerks, cashiers, and kindred workers.

Admin Support - Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telephone operators, legal assistants, and kindred workers.

Craft Workers (skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairs, compositors and typesetters, electricians, engravers, bakers, decoration occupations, and kindred workers.

Operators (semi-skilled) - Workers who operate machine or processing equipment or perform other factory type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices, operatives, attendants, blasters, chauffeurs, delivery workers, equipment assemblers, and kindred workers.

Laborers (unskilled) - Workers in manual occupations which generally require no special training or perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. Includes: professional and personal service, including nurses aides and orderlies, barbers, cleaners, cooks, counter and fountain workers, elevator operators, door keepers, janitors, police officers and detectives, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, and kindred workers.



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E. Working Titles

List the working titles of all employees by category, e.g., Professionals: Civil Engineer, Structural Engineer; and Technicians: Drafter, Computer Programmer, Surveyor.

Officials/Managers	Professionals	Technicians
Sales Workers	Office/Clerical	Craft Workers
Operatives	Laborers	Service Workers



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Statement of Compliance

EQUAL EMPLOYMENT OPPORTUNITY

THE FOLLOWING CERTIFICATE SHALL BE SIGNED BY THE CHIEF EXECUTIVE OFFICER OF THE SERVICE PROVIDER AND SUBMITTED WITH SERVICE PROVIDER'S REQUIRED EQUAL EMPLOYMENT OPPORTUNITY PROGRAM.

Agreement Description: **SAP R3 UPGRADE SERVICES**

Service Provider/Lessee: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

The Service Provider shall not discriminate against any employee or applicant for any employment action because of race, color, religion, sex, national origin, ancestry, physical or mental disability, veteran status, medical condition, marital status, age (40 years and older), sexual orientation or pregnancy.

Service Provider shall certify that Service Provider is in compliance with and throughout the term of the contract or lease will comply with: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the California Fair Employment Practices Act; and any other applicable Federal, State, and local law, regulation and policy including without limitation, those adopted by the District relating to equal employment opportunity, including any such law, regulation, and policy hereinafter enacted.

Signature of CEO

Printed Name

Date



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ATTACHMENT E Safety Requirement Form San Diego Unified Port District

District requires that all Service Providers conducting business with the District and their respective employees follow safe work practices. In an effort to gather an understanding of the firm's commitment to safe work practices, the Proposer shall submit the following information:

1. Current and previous two (2) years history of Workers' Compensation recordable claims (as defined by OSHA).
2. The Company's corresponding Experience Modification (Ex Mod) for the same period as the Workers' Compensation recordable claims as outlined above.
3. The Company's Injury Illness Prevention Plan (IIPP)

Report all OSHA recordable injuries as documented by the firms OSHA 300 log

Claims	Ex Mod
Current Years OSHA Recordable Claims:	
Previous Years (1) OSHA Recordable Claims:	
Previous Years (2) OSHA Recordable Claims:	

Contact Person: _____

Title: _____

Company Name: _____

Phone: _____

Signature: _____

Date: _____



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EXHIBIT A
SAMPLE AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
(NAME OF FIRM)
for
(NAME OF SERVICES)
AGREEMENT NO. XX-XXXX

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT (District), a public corporation and (NAME OF FIRM), a (NAME OF U.S. STATE of FIRM in INCORPORATED IN or HEADQUARTED) Corporation/LLP/DBA/Sole Proprietorship/Joint Venture (Service Provider*). The parties agree to the following:

- 1. SCOPE OF SERVICES:** Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A, Scope of Services 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.
- 2. TERM OF AGREEMENT:** This Agreement shall commence on XXX and shall terminate on XXX, 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; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
 - 3.1 Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$XXX for each year of services for a total Agreement amount not to exceed \$XXX. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses



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provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred. In order to provide adequate notice and time for amendment of this Agreement, Service Provider shall advise the District in writing when time and expenses incurred reach \$XXX for each year of service.

3.2 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.

3.3 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.

3.4 Additional Services; Task Authorizations. Additional services may be required for the completion of the services specified in this Agreement. For performance of Additional Services, District shall compensate Service Provider using the terms and conditions in Attachment B, Compensation



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and Invoicing for an amount not to exceed \$XXX. If Additional Services are required, they shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA), Exhibit A, for said services.

An estimate of the level of effort shall be submitted to the District and negotiated for each Task Authorization. Pricing of each Task Authorization shall be governed by the cost and pricing information attached hereto and made a part of this Agreement as Attachment B, Compensation and Invoicing.

A Task Authorization shall not be considered effective until the Task Authorization form has been signed by District. Service Provider, upon receipt of approved Task Authorization, shall acknowledge acceptance of said Task Authorization by signing the Task Authorization form and returning to District.

Service Provider shall bill for Additional Services in accordance with the terms of payment, including the documentation required in this Agreement. In addition, invoices for Additional Services shall cite the appropriate Task Authorization (TA) number.

4. **RECORDS:** In accordance with generally accepted accounting principles, 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.

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



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all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

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

5. **SERVICE PROVIDER'S SUB-CONTRACTORS:** It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's sub-contractors shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's sub-contractors. Service Provider shall compensate each Service Provider's sub-contractors in the time periods required by law. Any Service Provider's sub-contractors employed by Service Provider shall be independent Service



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Providers and not agents of District. Service Provider shall insure that Service Provider's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

Listed below are the firms that the District has approved as Service Provider's sub-contractors to provide services under this Agreement:

<u>NAME OF FIRM</u>	<u>TYPE OF SERVICES PROVIDED</u>
XXX	XXX

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

- 6. COMPLIANCE:** In performance of this Agreement, Service Provider and Service Provider's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.



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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 Executive Director (President/CEO) of District in each instance.
9. **INDEMNIFICATION:**
 - 9.1 **Indemnification for Non-Professional Services:** To the fullest extent provided by law with respect to all liability except liability for Professional Services, covered under Section 9.2, the Service Provider agrees to defend, indemnify, protect and hold harmless District, its agents, officers and employees, from and against any claim, demand, action, proceeding, suit or liability for damages, costs (including reasonable attorneys' fees) or expenses for damages to property or the loss of use thereof or injuries or death to any person (including Service Provider's employees), caused by, arising out of or related to the performance of, Service Provider as provided in the Scope of Services, or failure to act by Service Provider, its officers, agents, and employees. The Service Provider's duty to defend, indemnify, protect, and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or willful misconduct of District, its agents, officers, or employees.



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The Service Provider further agrees that the indemnification, including the duty to defend District, requires the Service Provider to pay reasonable attorneys' fees and costs District incurs that are associated with enforcing the indemnification provision, and defending any claims, demands, or liabilities arising from the services of the Service Provider performed pursuant to this Agreement.

District may, at its own election, conduct its defense, or participate in the defense of any claim demand related in any way to the Agreement. If District chooses as its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any claim, demand or liability related to Service Provider's Scope of Services, the Service Provider agrees to pay the reasonable value of attorneys' fees and all of District's costs associated with its defense.

9.2 Indemnification for Professional Services: To the fullest extent provided by law, the Service Provider agrees to defend, indemnify, protect and hold harmless District, its agents, officers and employees from and against any and all claims, demands, liability for any damages, costs (including reasonable attorneys' fees and costs), or expenses, arising from the actions or omissions of the Service Provider as provided in the Scope of Services. The Service Provider's duty to defend, indemnify, protect, and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or willful misconduct of District, its agents, officers, or employees.

The Service Provider further agrees that the indemnification, including the duty to defend District, requires the Service Provider to pay reasonable attorneys' fees and costs District incurs that are associated with enforcing



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the indemnification provision, and defending any claims, demands, or liabilities arising from the services of the Service Provider performed pursuant to this Agreement.

District may, at its own election, conduct its defense, or participate in the defense of any claim or demand related in any way to the Agreement. If District chooses as its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any claim, demand or liability related to the Scope of Services, the Service Provider agrees to pay the reasonable value of attorneys' fees and all of District's costs associated with its defense.

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

- A. Commercial General Liability (including, without limitation, Contractual Liability, Personal and 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 two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage.
 - 1) The deductible or self-insured retention on this Commercial General Liability policy shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing
 - 2) The Commercial General Liability policy shall be endorsed to include the District; it's agents, officers, and employees as



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additional insured in the form as required by the District, an exemplar endorsement attached.

- 3) The coverage provided to the District, as an additional insured, shall be primary.
- B. 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 two million dollars (\$2,000,000) per accident for bodily injury and property damage.
- C. Worker's Compensation in statutory required limits and Employer's Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury or disease. This policy shall be endorsed to include a waiver of subrogation endorsement.
- D. Professional Liability Insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
- 1) At the end of the agreement period, Consultant shall maintain, at it's 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
 - 2) 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.
 - 3) 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

Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon



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renewal of any of these policies. A Certificate of Insurance in the 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 certificates shall indicate that the insurer must notify District in writing at least 30 days in advance of any change in, or cancellation of, coverage. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

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.

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,



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Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the Service Provider or its agents, employees, or subcontractors.

- 12. INDEPENDENT CONTRACTOR:** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
- 13. ADVICE OF COUNSEL:** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.



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- 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



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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:** 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.

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



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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, subcontractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

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



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



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- 21.1** Submit all correspondence, including invoices, regarding this Agreement, excluding Insurance Certificates and Endorsements to:

Requesting Department's Director
Name of Requesting Department
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel.
Fax
Email:

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

Name/title
Name of firm
Address
Tel.
Fax
Email:

- 21.3** 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

NAME OF FIRM

Name of District's Authorized Designee
Title of District's Authorized Designee

Name of Authorized Representative
Title of Authorized Representative

PORT ATTORNEY



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**SAMPLE AGREEMENT ATTACHMENT A
SCOPE OF SERVICES
San Diego Unified Port District**



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SAMPLE AGREEMENT ATTACHMENT B COMPENSATION & INVOICING San Diego Unified Port District

I. COMPENSATION:

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

- A. Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month. Each invoice shall include:

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

- B. Professional services shall be invoiced in accordance with the following Rate Schedules:

<u>Classification</u>			On-Shore Fully Burdened Rate		Off-Shore Fully Burdened Rate
1. XXX			\$XXX		\$XXX
2. XXX			\$XXX		\$XXX
3. XXX			\$XXX		\$XXX
4. XXX			\$XXX		\$XXX
5. XXX			\$XXX		\$XXX

For personnel, the above rates shall be applicable to straight time (up to the first 8-hours) shall include Service Provider's total direct labor, indirect labor, overhead and profit (Fully Burdened Hourly Billing Rate).

C. Reimbursable Expenses

Sub-Contractor Costs
Travel Expenses

Fully Burdened Hourly Rate
At Cost (zero mark-up)



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Other Direct Costs

At Cost (zero mark-up)

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

Reimbursement for other 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.

Travel Expenses: The following would be considered travel expenses: Airfare, lodging, food, transportation to and from District Administration Building.

II. 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 and receipts as required.

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. XX-200X
- 2) If applicable, the Task Authorization(s) (TA) number and TA title 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



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District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.

- B. Invoices shall be mailed to the attention of: Authorized Designee, Requesting Department, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- C. 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.
- D. 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.
- E. Service Provider shall indicate on last invoice submitted for payment: FINAL INVOICE.



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PROCUREMENT SERVICES DEPARTMENT

San Diego Unified Port District

P.O. Box 120488

San Diego, CA 92112-0488

(619) 686-8022

Fax (619) 725-6014

TASK AUTHORIZATION NO. _____

Date

Service Provider

Service Provider Rep.

Street Address

City, State ZIP

Subject: Task Authorization for Agreement No. xx-200x: (title of project) _____

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$_____. Please acknowledge acceptance of this Task Authorization by signing below under "Contractor Acceptance" and returning **via fax and mail** to Ralph Oliver, Manager, Contracts Administration, at the fax number and address above. **Please cite TA #__** on invoice(s) for this Task.

TASK DISCRIPTION

1.	Requestor:		4.	WBS/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:				



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TASK DESCRIPTION, continued

9. Contractor Staffing (if applicable)

Name	Classification	Hours

10. List of Sub-Contractors (If applicable)

AGREEMENT SUMMARY

	Term of Agreement: xx/xx/200x – xx/xx/200x
①	Value of Additional Services:
②	Executed TA Total:
③	Executed + Pending TA Total:
④	Available Funds:
⑤	Task Authorization Amount:
⑥	Remaining Balance:

= Line ① - [Line ② + Line ③]

APPROVALS

Director Approval

APPROVED: ☐ YES ☐ NO

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

CONTRACTOR ACCEPTANCE

I accept the terms of this Task Authorization and Agreement No. XXX

Signature:

Name:

Title:

Date:



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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
Audit, Risk Management and Safety
P. O. Box 120488
San Diego, CA 92112-0488
(866) 875-1993**

As well as FAX to:

Name and Address of Insured (Contractor or Vendor)			SDUPD Agreement Number _____ This certificate applies to all operations of named insureds property in connection with all Agreements between the District and Insured.	
COLTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability ☐ Occurrence Form ☐ Claims-made Form Retro Date _____ ☐ Liquor Liability Deductible/SIR: \$ _____		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability ☐ All Autos ☐ Owned Autos ☐ Non-Owned & Hired Autos		Commencement Date: Expiration Date:	Each Occurrence: \$
	Workers Compensation – Statutory Employer's Liability		Commencement Date: Expiration Date:	E.L. Each Accident \$ E.L. Disease Each Employee \$ E.L. Disease Policy Limit \$
	Professional Liability ☐ Claims Made Retro-Active Date _____		Commencement Date: Expiration Date:	Each Claim \$
	Excess/Umbrella Liability		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
COLTR	COMPANIES AFFORDING COVERAGE		BEST'S RATING	
A				
B				
C				
D				
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A- VII or Better unless Approved in Writing by the District.				
Name and Address of Authorized Agent(s) or Broker(s)			E-Mail Address:	
			Phone: _____ Fax Number: _____	
			Signature of Authorized Agent(s) or Broker(s)	
			Date: _____	



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**REQUIRED INSURANCE ENDORSEMENT
San Diego Unified Port District**

<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/or any and all activities or work performed on district premises		

All written Agreements, contracts, and leases with the San Diego Unified Port District and/or any and all activities or work performed on District owned 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. 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.
4. 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, change in coverage, reduction of limits or non-renewal. 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)

**FAX AND MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION,
LIMIT REDUCTIONS, AND CHANGES IN COVERAGE TO:**

**San Diego Unified Port District
Audit, Risk Management and Safety
P.O. Box 120488
San Diego, Ca. 92112-0488
FAX to: (866) 875-1993**