REQUEST FOR PROPOSALS
FOR SERVICES
FOR THE
PORT OF STOCKTON
DOWN RIVER SURVEILLANCE (“DRS”) PROJECT
STOCKTON, CALIFORNIA

Contract Number: 12-12-1

Issue Date:
December 5, 2012

Proposal Due Date:
January 7, 2013 at 3:00 p.m.

JUAN VILLANUEVA
Port of Stockton
2201 W. Washington Street
P.O. Box 2089
Stockton, California 95201
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SECTION 1. INTRODUCTION

1.1 Background

The Down River Surveillance (“DRS”) Project is a Technology and Security grant projects, funded by the U.S. Government, focused on security of the Port waterway. The Port requires a highly qualified and experienced Service Provider to implement user friendly, flexible, robust, integrated, and sustainable technology package(s), including long range thermal imaging multi-sensor system for downriver surveillance, short range thermal imaging multi-sensor systems for berth face surveillance, and intrusion detection system for channel perimeter protection. The Service Provider will be required to work with the Port of Stockton Systems Integration team to balance objectives, scope, requirements, technologies, and functionality against the strict budget, resource, and timeline constraints. This means the Service Provider will be required to deliver the project using best practices and proven technology products and solutions that will ensure the successful implementation, as well as the ongoing maintenance, support, management, and monitoring of the deployed solution.

The due date for Proposal submittals to the Port is January 7, 2013, at 3:00 p.m. Port reserves the right to determine affordability of any potential Respondent in its sole discretion.

1.2 Overview

The Port of Stockton, California, is located on the Stockton deepwater ship channel, 75 nautical miles (120 km) due east of the Golden Gate Bridge.

The deepwater channel has an average depth of 35 feet (10 meters) with a depth at high tide of 40 feet (12 meters). Vessels in the maximum 60,000 ton class can use the channel fully loaded. Panamax vessels up to 80,000 ton class can transit the channel partially loaded. There are no width restrictions, and vessels up to 900 feet (275 meters) in length can navigate the deepwater ship channel.

The primary purpose of the Down River Surveillance (“DRS”) Project is to leverage federal grant funding to deploy specific surveillance and intrusion detection technologies to provision for security of vessels within the jurisdictional waters of the Port of Stockton.

This section defines the project initiatives and their related functional and technical requirements, and Section 2 defines the specific scope of services with respect to the allocation of products and services to each of the initiatives.
A. Down River Surveillance

The Down River Surveillance initiative is to provide the capability for detecting and tracking vessels in waters under the jurisdiction of the Port of Stockton Police Department.

The Port has planned for the deployment of a long range thermal imaging multi-sensor system strategically mounted on top of the Hooper-Davis Water Tower (approx. 156 feet), located on the West Complex, Port of Stockton, CA. This system will have the capability of detecting and tracking a vessel as it transits the deepwater ship channel between the Antioch Bridge and the Port of Stockton. Refer to Schedule 1: Deepwater Ship Channel for further details.

The following considerations have been noted by the Port:

- proposed range, or maximum LoS (Line of Sight), of 22.5 miles may exceed the operational envelope of a commercially available thermal imaging multi-sensor system
- vessel detection at the maximum range is possibly restricted to the superstructure and/or smokestacks only, due to the geography of the region and the high flood levees of the deepwater ship channel
- actual performance of the long range thermal imaging multi-sensor system is dependent on atmospheric conditions and thermal signature of object (or vessel) being tracked
- dependent on the performance of this deployment, the Port may consider a future deployment of another long range thermal imaging multi-sensor system to enhance surveillance capabilities

1) Functional Requirements

The long range thermal imaging multi-sensor system will include (but not be limited to) the following:

a. multi-sensor package installed on platform located on top of tower, including:
   (i) thermal camera with continuous optical and digital zoom
   (ii) visible light day/night color camera with continuous optical and digital zoom
   (iii) pan/tilt mechanism

b. infrastructure package installed in rack mount enclosure located at bottom of tower, including:
   (i) video server/system controller
   (ii) thermal analytics processing
   (iii) electronic image stabilization

c. OEM management system package installed on virtual server located in data center, including:
   (i) application installation compatible with VMware vSphere5 virtual server infrastructure (VSI)
   (ii) remote client installation compatible with VMware View5 virtual desktop infrastructure (VDI)
   (iii) provision for administration functions, such as:
      • camera setup and configuration
      • video analytics setup and configuration
      • user access and permissions
      • presets and templates
      • active directory (AD) integration
   (iv) provision for operational functions, such as:
      • pan-tilt-zoom (PTZ) control
      • slew-to-cue (STC) function
      • auto target marking & tracking
      • direction, azimuth, and vector statistics
      • geo-referenced mapping function
      • alarm monitoring
d. transmission control protocol and internet protocol (TCP/IP) network ready  

e. conform to ONVIF standards  

f. flexible wide area and long-range coverage for Port security applications  

g. existing “core” integration with Milestone XProtect5 video management system (VMS) for “general-use” viewing and PTZ control, as well as video recording, storage, playback, and backup  

h. software development kit (SDK) or application programming interface (API) for future integration with situational awareness system  

i. on-site startup support, including hardware commissioning, system tuning, management system installation, quality assurance (QA) testing, and training  

j. minimum warranty of 1-2 years (parts and repair labor) with extended service agreements for up to 5 years  

(2) Technical Requirements

The components of the multi-sensor system will include (but not be limited to) the following:

a. Pan/Tilt mechanism, minimum performance specifications;
   (i) Azimuth Rotation = 360° continuous  
   (ii) Azimuth Speed = 0.03° to 60° per second  
   (iii) Elevation Range = ± 40°  
   (iv) Elevation Speed = 0.03° to 30° per second  
   (v) Minimum movement = 0.03°  
   (vi) Programmable presets = 25+  
   (vii) All weather construction = NEMA4X/IP66+

b. Visible light day/night color camera, minimum performance specifications;
   (i) Camera = 1/2 CCD; 375,000+ pixels  
   (ii) Lens Zoom = 60x continuous; 2x extender; 16.5mm to 1000mm  
   (iii) Lens Focus = On command auto focus and manual  
   (iv) Outputs = Video NTSC; Video over Ethernet (MPEG-4, H.264, M-JPEG)  
   (v) All weather construction = NEMA4X/IP66+

c. Thermal camera, minimum performance specifications;
   (i) Array Format (NTSC) = 640x480  
   (ii) Spectral Range = 3.4µm to 5.1µm (MWIR)  
   (iii) Pixel Pitch = 15µm  
   (iv) Lens Zoom = 12x continuous optical; 16x continuous digital; 80mm to 1000mm  
   (v) Lens Focus = On command auto focus and manual  
   (vi) Outputs = Video NTSC; Video over Ethernet (MPEG-4, H.264, M-JPEG)  
   (vii) All weather construction = NEMA4X/IP66+

d. Video server/system controller, thermal analytics processing, and electronic image stabilization, minimum performance specifications;
   (i) Simultaneous operation of 2+ playback (decoder) channels and 2+ recording (encoder) channels  
   (ii) Extended continuous edge recording for 24+ hours, with automated backup to local or network drive, and digital file transfer via GigE  
   (iii) Stabilizes video collected by cameras on unstable platforms, with low latency, and automatic shutoff during pans  
   (iv) Removes scintillation due to atmospheric instability without distorting moving targets  
   (v) Automatically detects and tracks targets (people, vehicles, vessels, etc.) at long range, with low contrast, and low false alarms due to background clutter  
   (vi) TCP/IP video encoding, control, diagnostics, and remote management  
   (vii) Rack mountable industrial
(3) Deployment Requirements

The deployment of the multi-sensor system will include (but not be limited to) the following:

a. Supply of all necessary:
   (i) products, components, cabling, peripherals, connectors, materials, and consumables for the
ten development and integration of a fully functioning system
   (ii) containers, packaging, shipping, and insurance to safely deliver to site all equipment without loss or
damaging
   (iii) tools, devices, hardware/software required for setup, tuning, testing, and commissioning of the system
   (iv) labor, vehicles, and equipment for management and coordination, submittals and documentation,
installation of hardware, implementation of software, setup/configuration and infrastructure integration,
commissioning, trouble-shooting and startup support, and user/management training
   (v) documentation, including 3 copies of each of the following;
      • product submittals, including specifications and warranty information
      • design document, including system architecture, integration/interfaces, product and network
        configuration, passwords, etc.
      • as-built drawings
      • operations manuals
      • maintenance manuals

b. Installation of multi-sensor package installed on platform located on top of tower:
   (i) Port will provide a platform on 6” riser at the top of the Hooper-Davis Water Tower; platform will be
pre-drilled according to base mounting template provided by OEM.
   Refer to Schedule 2: Hooper-Davis Water Tower for further details.

c. Installation of infrastructure package installed in rack mount enclosure located at bottom of tower:
   (i) Port will provide outdoor rack mount enclosure for infrastructure integration with the following
equipment:
      • Cisco Industrial Ethernet IE3000 series layer 3 switch; availability of one (1) SFP-based Gigabit
        Ethernet port and four (4) Ethernet 10/100 ports, configured with dedicated VLAN, and secured
        using MAC address lock-down
      • APC Smart-UPS 3000VA 120VAC/50-60Hz uninterruptible power supply; availability of three
        (3) NEMA 5-15R and three (3) NEMA 5-20R output connections
   Refer to Schedule 2: Hooper-Davis Water Tower for further details.
   (ii) Port will provide video management, retention, and storage technologies located in the data center for
infrastructure integration;
      • Milestone XProtect5 video management server
      • Intransa Edge Recorder (ER) servers
      • Intransa Video and Data Management & Retention (VDMR) appliance
      • EMC VNX5300 storage array network (SAN)

Please note: Service Provider will determine the “optimal” architecture with respect to routing
“live” and “recorded” video feeds from the long range thermal imaging multi-sensor system.

d. Installation of OEM management system package installed on virtual server located in data center
   (i) Port will provide virtual server environment within the VMware vSphere5 virtual server infrastructure
(VSI) cluster located in the data center for implementation of the OEM management system
   (ii) Port will provide virtual desktop image within the VMware View5 virtual desktop infrastructure (VDI)
cluster located in the data center for implementation of the OEM remote client

Please note: The Port may, at their discretion, deploy a dedicated workstation/display at each of the
four proposed OEM remote client locations
B. Berth Face Surveillance

The Berth Face Surveillance initiative is to provide the capability for detecting and tracking people, vehicles, and boats along the Port of Stockton berth face and the adjacent channel.

The Port has planned for the deployment of a short range thermal imaging multi-sensor system strategically mounted:

I. Key Locations along the Port berth face ~ “B”, “C”, and “D”.

The “key” locations represent critical areas to be addressed by this project immediately.

Currently, AXIS Q6035-E PTZ dome network camera(s) and supporting infrastructure has been deployed at these locations for berth face surveillance - the PTZ cameras will be removed, and replaced with the short range thermal imaging multi-sensor system.

II. Future Locations along the Port berth face ~ “E” and “F”.

The “future” locations represent areas that provision for gap-fill along the berth face for enhanced surveillance and security. These areas may be considered within scope for this project if budget permits - determination will be based on the unit pricing provided in the proposal form for the deployment at Key Locations.

Currently, AXIS Q6035-E PTZ dome network camera and supporting infrastructure has been deployed at “F” for East Complex surveillance - the PTZ camera will be remain, and a short range thermal imaging multi-sensor system will be deployment for berth face surveillance.

Currently, supporting infrastructure only has been deployed at “E” in preparation for the deployment of a short range thermal imaging multi-sensor system for berth face surveillance.

Refer to Schedule 3: Port of Stockton Berth Face for further details.

Detection/Recognition/Identification (DRI) Parameters

A key objective of this initiative is the capability of human and vehicle/watercraft identification along the berth face and across the adjacent channel. In addition, the Port would like to consider the potential of deferring the deployment at future locations; this means the ability to operate from only three sites (Key Locations only) instead of five sites (Key Locations & Future Locations).

The selection of a thermal imaging multi-sensor product class for human and vehicle/watercraft identification based on the three vs. five sites may result in a substantial cost differential, thus the Port requests that the Service Provider propose two (2) options, so that the Port can assess the options accordingly with respect to requirements versus available budget.

The following table represents the preferred DRI parameters based on the defined locations.

<table>
<thead>
<tr>
<th>Parameter</th>
<th>OPTION No.1 Human</th>
<th>OPTION No.1 Vehicle/Watercraft</th>
<th>OPTION No.2 Human</th>
<th>OPTION No.2 Vehicle/Watercraft</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detection</td>
<td>1,600 meters</td>
<td>3,200 meters</td>
<td>3,200 meters</td>
<td>6,400 meters</td>
</tr>
<tr>
<td>Recognition</td>
<td>800 meters</td>
<td>1,600 meters</td>
<td>1,600 meters</td>
<td>3,200 meters</td>
</tr>
<tr>
<td>Identification</td>
<td>400 meters</td>
<td>800 meters</td>
<td>800 meters</td>
<td>1,600 meters</td>
</tr>
</tbody>
</table>

The following considerations have been noted by the Port:

- selection of OPTION No.1 in conjunction with deployment of the Key Locations only means that the Port will not have the human identification capability - operations will be restricted to human detection/recognition only, until the Future Locations are deployed
- actual performance of the long range thermal imaging multi-sensor system is dependent on atmospheric conditions and thermal signature of object (person, vehicle, or boat) being tracked
(1) Functional Requirements

The long range thermal imaging multi-sensor system will include (but not be limited to) the following:

a. multi-sensor package installed on mounts on buildings and structures, including;
   (i) thermal camera with continuous optical and digital zoom
   (ii) visible light day/night color camera with continuous optical and digital zoom
   (iii) pan/tilt mechanism

b. infrastructure package installed in NEMA enclosure up to 140 feet from multi-sensor package, including:
   (i) thermal analytics processing, with library of behaviors;
       • perimeter crossing detection
       • area protection
       • direction of travel alert
       • loitering and dwell time alarms

c. transmission control protocol and internet protocol (TCP/IP) network ready

d. conform to ONVIF standards

e. existing “core” integration with Milestone XProtect5 video management system (VMS) for configuration/setup, administration, viewing, and PTZ control, as well as video recording, storage, playback, and backup

f. software development kit (SDK) or application programming interface (API) for future integration with situational awareness system

g. on-site startup support, including hardware commissioning, system tuning, management system installation, quality assurance (QA) testing, and training

h. minimum warranty of 1-2 years (parts and repair labor) with extended service agreements for up to 5 years

(2) Technical Requirements

The components of the multi-sensor system will include (but not be limited to) the following:

a. Pan/Tilt mechanism, minimum performance specifications;
   (i) Azimuth Rotation = 360° continuous
   (ii) Azimuth Speed = 0.01° to 60° per second
   (iii) Elevation Range = ± 90°
   (iv) Elevation Speed = 0.01° to 30° per second
   (v) Minimum movement = 0.01°
   (vi) Programmable presets = 25+
   (vii) All weather construction = NEMA4X/IP66+

b. Visible light day/night color camera, minimum performance specifications;
   (i) Camera = 1/4 CCD; 400,000+ pixels
   (ii) Lens Zoom = 36x continuous optical; 12x continuous digital; 3.5mm to 120mm
   (iii) Lens Focus = On command auto focus and manual
   (iv) Outputs = Video NTSC; Video over Ethernet (MPEG-4, H.264, MJPEG)
   (v) All weather construction = NEMA4X/IP66+

c. Thermal camera, minimum performance specifications;
   (i) Array Format (NTSC) = 640x480
   (ii) Spectral Range = 7.5µm to 13.5µm (MWIR)
   (iii) Pixel Pitch = 17µm
   (iv) Lens Zoom = 2x continuous optical; 4x continuous digital; up to 100mm
   (v) Lens Focus = On command auto focus and manual
   (vi) Outputs = Video NTSC, Video over Ethernet (MPEG-4, H.264, MJPEG)
   (vii) All weather construction = NEMA4X/IP66+
d. Thermal analytics processing, minimum performance specifications;
   (i) Self-calibrating specifically tuned for thermal video and requiring minimal setup
   (ii) Classifies objects such as people, vehicles, or boats and only alarms on the classified threat
   (iii) Works on all video resolutions including megapixel
   (iv) Flexible installation for “edge based” or “central server based” architecture
   (v) Visual alarm presentation
   (vi) Extended continuous edge recording for 72+ hours, with automated backup to local or network drive
   (vii) TCP/IP video encoding, control, diagnostics, and remote management

(3) Deployment Requirements

The deployment of the multi-sensor system will include (but not be limited to) the following:

a. Supply of all necessary:
   (i) products, mounts, components, cabling, peripherals, connectors, materials, and consumables for the deployment and integration of a fully functioning system
   (ii) containers, packaging, shipping, and insurance to safely deliver to site all equipment without loss or damage
   (iii) tools, devices, hardware/software required for setup, tuning, testing, and commissioning of the system
   (iv) labor, vehicles, and equipment for management and coordination, submittals and documentation, installation of hardware, implementation of software, setup/configuration and infrastructure integration, commissioning, trouble-shooting and startup support, and user/management training
   (v) documentation, including 3 copies of each of the following:
      • product submittals, including specifications and warranty information
      • design document, including system architecture, integration/interfaces, product and network configuration, passwords, etc.
      • as-built drawings
      • operations manuals
      • maintenance manuals

b. Installation of multi-sensor package at defined location(s):
   (i) Port will provide a platform on reinforced square tube section attached to the building; platform will be pre-drilled according to base mounting template provided by OEM.  
   Please note: The Port may, at their discretion, change current location(s) and elevation based on assessment of proposed products and “optimal” fields of view

c. Installation of infrastructure package at defined location(s):
   (i) Port will provide outdoor NEMA enclosure for infrastructure integration with the following equipment:
      • Cisco Industrial Ethernet IE3000 series layer 3 switch; availability of one (1) SFP-based Gigabit Ethernet port and two (2) Ethernet 10/100 ports, configured with dedicated VLAN, and secured using MAC address lock-down
      • APC Smart-UPS 3000VA 120VAC/50-60Hz uninterruptible power supply; availability of three (3) NEMA 5-15R and three (3) NEMA 5-20R output connections
   (ii) Port will provide video management, retention, and storage technologies located in the data center for infrastructure integration;
      • Milestone XProtect5 video management server
      • Intransa Edge Recorder (ER) servers
      • Intransa Video and Data Management & Retention (VDMR) appliance
      • EMC VNX5300 storage array network (SAN)
   Please note: Service Provider will determine the “optimal” architecture with respect to routing “live” and “recorded” video feeds from the short range thermal imaging multi-sensor system.
C. Channel Perimeter Protection

The Channel Perimeter Protection initiative is to provide the capability to warn (alert/alarm) that an object (person or watercraft) has crossed the local channel perimeter adjacent to the Port of Stockton berth faces.

The Port has planned for the deployment of an intrusion detection system strategically mounted:

I. Key Locations along the channel ~ “X”, “Y”, and “Z”.

The “key” locations represent critical perimeter areas to be addressed by this project.

Currently, availability of supporting infrastructure is unknown – this is dependent upon the type and range of product(s) proposed by Service Provider. Assume, that power and wireless network access will be provided, by the Port, at the defined location(s). It should be noted that, intrusion detection system sensors and infrastructure can only be installed on Port property at the locations shown.

Refer to Schedule 4: Port of Stockton Channel for further details.

The following considerations have been noted by the Port:

- potential technologies considered by the Port are (i) passive infrared (PIR) intrusion sensors, and (ii) video analytics using cost-effective fixed thermal imaging cameras - the Port is open to any other alternative technologies that satisfy the defined locations, conditions, and requirements.

- perimeter range of 90-180 meters may exceed the operational envelope of a commercially available intrusion detections system sensors

(1) Requirements

The intrusion detection system will include (but not be limited to) the following:

a. sensor package installed on available structure(s) located at the defined location(s)
b. coverage perimeter range 90-180 meters across the channel
c. automatically triggers alert/alarm if floating person or any type of water craft crosses the perimeter
d. transmission control protocol and internet protocol (TCP/IP) network ready
e. i/o integration with existing “core” integration with Milestone XProtect5 video management system (VMS)
f. software development kit (SDK) or application programming interface (API) for future integration with situational awareness system
g. Supply of all necessary:
   (i) products, mounts, components, cabling, peripherals, connectors, materials, and consumables for the deployment and integration of a fully functioning system
   (ii) containers, packaging, shipping, and insurance to safely deliver to site all equipment without loss or damage
   (iii) tools, devices, hardware/software required for setup, tuning, testing, and commissioning of the system
   (iv) labor, vehicles, and equipment for management and coordination, submittals and documentation, installation of hardware, implementation of software, setup/configuration and infrastructure integration, commissioning, trouble-shooting and startup support, and user/management training
   (v) documentation, including 3 copies of each of the following:
      • product submittals, including specifications and warranty information
      • design document, including product and network configuration, passwords, etc.
      • as-built drawings
      • operations manuals
      • maintenance manuals
1.3 **Project Manager**

All written inquiries and requests for additional information pertaining to this RFP, any Addendum, or any matter relating to the Consultant selection process, must, unless otherwise identified in an Addendum, be directed to the following designated Project Manager:

Juan G. Villanueva  
Port of Stockton  
2201 W. Washington Street  
P.O. Box 2089  
Stockton, California 95201  
Email: jvillanueva@stocktonport.com  
Telephone: (209) 946-0246 x. 242  
Facsimile: (209) 465-7244

A complete RFP package may be obtained from the Project Manager Monday through Friday between the hours of **9:00** a.m. and **4:00** p.m.

1.4 **Definitions of Terms**

This section contains definitions that are used throughout this RFP, including appropriate abbreviations as indicated.

“Addendum/Addenda” is any and all amendments to this RFP and any and all responses to written questions regarding this RFP issued by Port in a written format and incorporated by reference into this RFP.

“Board” is the Port’s Board of Commissioners.

“Port” is the Port of Stockton.

“Service Provider” is an individual, firm, partnership, corporation, consortium, joint venture, or other entity that is a potential Respondent to this RFP.

“Proposal” is a written response to this RFP, including all appendices, supplementary materials, and attachments thereto, pursuant to the requirements set forth in this RFP.

“Request for Proposal” or “RFP” is any and all documents comprising this RFP package, including those documents and attachments hereto and any and all Addendum/Addenda which Port may issue.

“Respondent” is an individual, firm, partnership, corporation, consortium, joint venture, or other entity that chooses to submit a Proposal in response to this RFP.

“Selected Service Provider” is a Respondent selected and approved by the Board to execute the Master Professional Services Agreement.

“Services” are the work, services, equipment and materials to be furnished by Service Provider under the Master Professional Services Agreement.
1.5 Schedule

Port anticipates following the following schedule for certain activities in relation to this RFP.

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsibility</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Request For Proposal</td>
<td>Port</td>
<td>December 5, 2012</td>
</tr>
<tr>
<td>Submittal of Written Questions Deadline</td>
<td>Potential Respondents</td>
<td>December 31, 2012</td>
</tr>
<tr>
<td>Final Response Addendum</td>
<td>Port</td>
<td>January 3, 2013</td>
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<tr>
<td>Proposal Due Date</td>
<td>Potential Respondents</td>
<td>January 7, 2013</td>
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<tr>
<td>Oral Interviews</td>
<td>Port / Short-listed Respondents</td>
<td>January 14, 2013</td>
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<tr>
<td>Notice of Intent to Award</td>
<td>Port</td>
<td>January 21, 2013</td>
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<td>Commission Approval</td>
<td>Board</td>
<td>February 4, 2013</td>
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<tr>
<td>Notice of Award</td>
<td>Port</td>
<td>February 5, 2013</td>
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<tr>
<td>Execution of Contract</td>
<td>Port / Selected Service Provider</td>
<td>February 12, 2013</td>
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<td>Notice to Proceed</td>
<td>Port</td>
<td>February 19, 2013</td>
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<tr>
<td>FINAL COMPLETION</td>
<td>Selected Service Provider</td>
<td>June 30, 2013</td>
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</table>

Port reserves the right to modify this schedule at any time.
SECTION 2. PROJECT AND SCOPE OF SERVICES

The following description is a general guide and is not intended to be a complete list of all Services necessary to complete the Project.

2.1 LONG RANGE THERMAL IMAGING MULTI-SENSOR SYSTEM

A. Grant Background

Federal Grant Number: 2010-PU-T0-K050

The Down River Surveillance initiative is to provide the capability for detecting and tracking vessels in waters under the jurisdiction of the Port of Stockton Police Department.

The deployed infrastructure will provision for:

a. use of enterprise brand, industry standard, and proven technologies to provide a sustainable, scalable, and future-proof solution
b. architecture that supports a high level of security, performance, availability, and redundancy in conjunction with a reduced level of administration, management, and support
c. deployed according to the objectives, considerations, conditions, and requirements defined in Section 1.2-A

The Down River Surveillance initiative will provide the Port Police a seamless, robust, and secure solution for real-time surveillance of the deepwater ship channel.

IT SHOULD BE NOTED, that the “closing” date for Federal Grant Number: 2010-PU-T0-K050 is June 30, 2013 - thus all Products and Services must be completed and billed to the Port prior to this date.

B. Project Summary

The Port has planned for the deployment of a long range thermal imaging multi-sensor system strategically mounted on top of the Hooper-Davis Water Tower (approx. 156 feet), located on the West Complex, Port of Stockton, CA. This system will have the capability of detecting and tracking a vessel at it transits the deepwater ship channel between the Antioch Bridge and the Port of Stockton.

C. Scope of Products and Services

Initiative #1: Long Range Thermal Imaging Multi-Sensor System (Down River Surveillance)

1. Multi-Sensor Package

   This package includes (but not limited to) the following:
   (i) thermal camera with continuous optical and digital zoom
   (ii) visible light day/night color camera with continuous optical and digital zoom
   (iii) pan/tilt mechanism

   The proposal item includes all costs related to (but not limited to) the following:

   1.1 Supply of all necessary products, components, cabling, peripherals, connectors, materials, and consumables for deployment

   1.2 Supply of all necessary containers, packaging, shipping, and insurance to safely deliver to site all equipment without loss or damage

   1.3 Supply all necessary tools, devices, hardware/ software required for setup, tuning, testing, and commissioning of the system
2. **Infrastructure Package**
   This package includes (but not limited to) the following:
   (i) video server/system controller
   (ii) thermal analytics processing
   (iii) electronic image stabilization
   The proposal item includes all costs related to (but not limited to) the following:
   2.1 Supply of all necessary products, components, cabling, peripherals, connectors, materials, and consumables for deployment
   2.2 Supply of all necessary containers, packaging, shipping, and insurance to safely deliver to site all equipment without loss or damage
   2.3 Supply all necessary tools, devices, hardware/software required for setup, tuning, testing, and commissioning of the system

3. **OEM Management System Package**
   This package includes (but not limited to) the following:
   (i) application server software, licensing, and support
   (ii) four (2) remote clients, licensing, and support
   The proposal item includes all costs related to (but not limited to) the following:
   3.1 Supply of all necessary products, components, cabling, peripherals, connectors, materials, and consumables for implementation
   3.2 Supply all necessary tools, devices, hardware/software required for setup, tuning, testing, and commissioning of the system

4. **Deployment Services**
   The proposal item includes all costs related to (but not limited to) the following:
   4.1 Supply of all necessary labor, vehicles, and equipment for:
       a. management and coordination of work
       b. submittals and documentation
       c. installation of hardware
       d. implementation of software
       e. setup/configuration and infrastructure integration

5. **Commissioning Services**
   The proposal item includes all costs related to (but not limited to) the following:
   5.1 Supply of all necessary labor and equipment for:
       a. commissioning of system
       b. trouble-shooting and startup support
       c. user/management training
2.2 SHORT RANGE THERMAL IMAGING MULTI-SENSOR SYSTEM

A. Grant Background

Federal Grant Number: 2010-PU-T0-K050

The Berth Face Surveillance initiative is to provide the capability for detecting and tracking people, vehicles, and boats along the Port of Stockton berth face and the adjacent channel.

The deployed infrastructure will provision for:

a. use of enterprise brand, industry standard, and proven technologies to provide a sustainable, scalable, and future-proof solution
b. architecture that supports a high level of security, performance, availability, and redundancy in conjunction with a reduced level of administration, management, and support
c. deployed according to the objectives, considerations, conditions, and requirements defined in Section 1.2-B

The Berth Face Surveillance initiative will provide the Port Police a seamless, robust, and secure solution for real-time surveillance of the berth face and adjacent channel.

IT SHOULD BE NOTED, that the “closing” date for Federal Grant Number: 2010-PU-T0-K050 is June 30, 2013 - thus all Products and Services must be completed and billed to the Port prior to this date.

B. Project Summary

The Port has planned for the deployment of a short range thermal imaging multi-sensor system mounted at three (3) strategic locations.

The Port requests that the Service Provider propose two (2) options, so that the Port can assess the options accordingly with respect to requirements versus available budget.

OPTION No.1: This system will have the capabilities to target and track objects along the berth face and adjacent channel, according to human DRI @ 1,600m/800m/400m and vehicle/watercraft DRI @ 3,200m/1,600m/800m.

OPTION No.2: This system will have the capabilities to target and track objects along the berth face and adjacent channel, according to human DRI @ 3,200m/1,600m/800m and vehicle/watercraft DRI @ 6,400m/3,200m/1,600m.

C. Scope of Products and Services

Initiative #2: Short Range Thermal Imaging Multi-Sensor System (Berth Face Surveillance)

1. Multi-Sensor Package

This package includes (but not limited to) the following:

(i) thermal camera with continuous optical and digital zoom
(ii) visible light day/night color camera with continuous optical and digital zoom
(iii) pan/tilt mechanism

The proposal item includes all costs related to (but not limited to) the following:

1.1 Supply of all necessary products, mounts, components, cabling, peripherals, connectors, materials, and consumables for deployment

1.2 Supply of all necessary containers, packaging, shipping, and insurance to safely deliver to site all equipment without loss or damage

1.3 Supply all necessary tools, devices, hardware/software required for setup, tuning, testing, and commissioning of the system
2. Infrastructure Package

This package includes (but not limited to) the following:

(i) thermal analytics processing

The proposal item includes all costs related to (but not limited to) the following:

2.1 Supply of all necessary products, components, cabling, peripherals, connectors, materials, and consumables for deployment

2.2 Supply of all necessary containers, packaging, shipping, and insurance to safely deliver to site all equipment without loss or damage

2.3 Supply all necessary tools, devices, hardware/software required for setup, tuning, testing, and commissioning of the system

3. Deployment Services

The proposal item includes all costs related to (but not limited to) the following:

3.1 Supply of all necessary labor, vehicles, and equipment for;

a. management and coordination of work

b. submittals and documentation

c. installation of hardware

d. implementation of software

e. setup/configuration and infrastructure integration

4. Commissioning Services

The proposal item includes all costs related to (but not limited to) the following:

4.1 Supply of all necessary labor and equipment for;

a. commissioning of system

b. trouble-shooting and startup support

c. user/management training
2.3 INTRUSION DETECTION SYSTEM

A. Grant Background

Federal Grant Number: 2010-PU-T0-K050

The **Channel Perimeter Protection initiative** is to provide the capability to warn (alert/alarm) that an object (person or watercraft) has crossed the local channel perimeter adjacent to the Port of Stockton berth face.

The deployed infrastructure will provision for:

d. use of enterprise brand, industry standard, and proven technologies to provide a sustainable, scalable, and future-proof solution

e. architecture that supports a high level of security, performance, availability, and redundancy in conjunction with a reduced level of administration, management, and support

f. deployed according to the objectives, considerations, conditions, and requirements defined in Section 1.2-C

The Channel Perimeter Protection initiative will provide the Port Police a seamless, robust, and secure solution for real-time perimeter intrusion alerts/alarms of the channel adjacent to the berth face.

**IT SHOULD BE NOTED,** that the “closing” date for *Federal Grant Number: 2010-PU-T0-K050* is June 30, 2013 - thus all Products and Services must be completed and billed to the Port prior to this date.

B. Project Summary

The Port has planned for the deployment of an **intrusion detection system** installed at three (3) strategic locations. This system will have the capability to trigger an alarm/alert whenever a person or watercraft physically crosses the 90m-180m perimeter lines that transverse the channel. It should be noted that, intrusion detection system sensors and infrastructure can only be installed on Port property at the locations shown.

C. Scope of Products and Services

Initiative #3: Intrusion Detection - Berth Face Surveillance

1. Sensor Package

   The proposal item includes all costs related to (but not limited to) the following:

   1.1 Supply of all necessary products, mounts, components, cabling, peripherals, connectors, materials, and consumables for deployment

   1.2 Supply of all necessary containers, packaging, shipping, and insurance to safely deliver to site all equipment without loss or damage

   1.3 Supply all necessary tools, devices, hardware/software required for setup, tuning, testing, and commissioning of the system

2. Deployment Services

   The proposal item includes all costs related to (but not limited to) the following:

   2.1 Supply of all necessary labor, vehicles, and equipment for;
       a. management and coordination of work
       b. submittals and documentation
       c. installation of hardware
       d. implementation of software
       e. setup/configuration and infrastructure integration
3. Commissioning Services

The proposal item includes all costs related to (but not limited to) the following:

3.1 Supply of all necessary labor, vehicles, and equipment for;
   a. commissioning of system
   b. trouble-shooting and startup support
   c. user/management training
2.4 ADDITIONAL BID ITEMS

A. Grant Background

Federal Grant Number: 2010-PU-T0-K050

IT SHOULD BE NOTED, that the “closing” date for Federal Grant Number: 2010-PU-T0-K050 is June 30, 2013 - thus all Products and Services must be billed to the Port prior to this date.

B. Project Summary

The Additional Proposal Items represent a list for the Port to select additional items to include in the contract based upon the proposed products and the available budget – it includes hot spare equipment, extended warranties and service agreements, and future work that may be considered as part of this contract.

C. Scope of Products and Services

1. Hot Spare: Thermal Camera (Initiative #1)

The thermal camera used for this type of long range application will typically include some form of cooled sensor technology. This means that the cooling system must be maintained (or serviced) on a periodic basis for the service life - according to OEM recommendations.

The long range thermal imaging multi-sensor system will be critical to Port’s daily security operations, and the system cannot be removed from service for extended periods of time for maintenance. Thus the hot spare thermal camera can be used for replacement service to mitigate system down-time.

The additional proposal item includes all costs related to (but not limited to) the following:

1.1 Supply of necessary product as required
1.2 Supply of necessary container, packaging, shipping, and insurance to safely deliver to site without loss or damage

2. Hot Spare: Thermal Camera/Cassette (Initiative #2)

The thermal camera used for this type of short range application may include either cooled or uncooled sensor technologies. This means that the cooling systems must be maintained (or serviced) or exchangeable cassettes must be replaced on a periodic basis for the service life - according to OEM recommendations.

The short range thermal imaging multi-sensor system will be critical to Port’s daily security operations, and the system cannot be removed from service for extended periods of time for maintenance. Thus the hot spare thermal camera(s) or cassette(s) can be used for replacement service to mitigate system down-time.

The additional proposal item includes all costs related to (but not limited to) the following:

2.1 Supply of necessary product as required
2.2 Supply of necessary container, packaging, shipping, and insurance to safely deliver to site without loss or damage

3. 5yr Support & Maintenance (Initiative #1)

The additional proposal item includes all costs related to:

3.1 Remote support and on-site maintenance of the long range thermal imaging multi-sensor system, for a period of 5 years starting on project completion date, including (but not limited to) the following:

a. Remote technical support; Frequency = on request during business hours
b. Cleaning of multi-sensor package; Frequency = quarterly (every 3 months)
c. Preventative Maintenance Inspection (PMI); Frequency = annually (every 12 months)
   Including but not limited to:
   • check operation of camera(s) and pan/tilt mechanism
   • check integrity of mounting, cabling, and connectors
   • qualify video server/system controller, thermal analytics, and electronic image stabilization
   • qualify viewing, recording, storage, and retrieval

4. 5yr Support & Maintenance (Initiative #2)
   The additional proposal item includes all costs related to:
   4.1 Remote support and on-site maintenance of the short range thermal imaging multi-sensor system, for a period of 5 years starting on project completion date, including (but not limited to) the following:
   a. Remote technical support; Frequency = on request during business hours
   b. Cleaning of multi-sensor package; Frequency = quarterly (every 3 months)
c. Preventative Maintenance Inspection (PMI); Frequency = annually (every 12 months)
   Including but not limited to:
   • check operation of camera(s) and pan/tilt mechanism
   • check integrity of mounting, cabling, and connectors
   • qualify video server/system controller, thermal analytics, and electronic image stabilization
   • qualify viewing, recording, storage, and retrieval

5. 5yr Extended Service Agreement: Thermal Camera only (Initiative #1)
   The additional proposal item includes all costs related to:
   5.1 Service Agreement for the thermal camera only of the long range thermal imaging multi-sensor system for a period of 5 years
   This agreement includes (but not limited to) the following:
   a. Remote technical support and trouble-shooting
   b. Extended warranty for repairs; parts and labor
   c. Cooling system maintenance according to OEM recommendations

6. 5yr Service Agreement: Multi-Sensor Package (Initiative #1)
   The additional proposal item includes all costs related to:
   6.1 Service Agreement for the multi-sensor package (ie. thermal camera, visible light camera, pan/tilt mechanism) of the long range thermal imaging multi-sensor system for a period of 5 years
   This agreement includes (but not limited to) the following:
   a. Remote technical support and trouble-shooting
   b. Extended warranty for repairs; parts and labor
   c. Cooling system maintenance according to OEM recommendations
7. **5yr Service Agreement: Infrastructure Package (Initiative #1)**

The additional proposal item includes all costs related to:

7.1 Service Agreement for the **infrastructure package** (ie. video server/system controller, thermal analytics, electronic image stabilization) of the **long range thermal imaging multi-sensor system** for a period of 5 years

This agreement includes (but not limited to) the following:

a. Remote technical support and trouble-shooting
b. Extended warranty for repairs; parts and labor

8. **5yr Extended Service Agreement: Thermal Camera only (Initiative #2)**

The additional proposal item includes all costs related to:

8.1 Service Agreement for the **thermal camera only** of the **short range thermal imaging multi-sensor system** for a period of 5 years

This agreement includes (but not limited to) the following:

a. Remote technical support and trouble-shooting
b. Extended warranty for repairs; parts and labor
c. Cooling system maintenance according to OEM recommendations – IF REQUIRED

9. **5yr Service Agreement: Multi-Sensor Package (Initiative #2)**

The additional proposal item includes all costs related to:

9.1 Service Agreement for the **multi-sensor package** (ie. thermal camera, visible light camera, pan/tilt mechanism) of the **short range thermal imaging multi-sensor system** for a period of 5 years

This agreement includes (but not limited to) the following:

a. Remote technical support and trouble-shooting
b. Extended warranty for repairs; parts and labor
c. Cooling system maintenance according to OEM recommendations – IF REQUIRED

10. **5yr Service Agreement: Infrastructure Package (Initiative #2)**

The additional proposal item includes all costs related to:

10.1 Service Agreement for the **infrastructure package** (ie. thermal analytics) of the **short range thermal imaging multi-sensor system** for a period of 5 years

This agreement includes (but not limited to) the following:

a. Remote technical support and trouble-shooting
b. Extended warranty for repairs; parts and labor
2.5 GENERAL CONDITIONS

   A. All Bidders and subcontractor personnel who will at any time be present on the project site must obtain a Transportation Worker Identification Credential (TWIC) from the Transportation Security Administration. Bidder will be responsible for processing and costs associated with obtaining the TWIC. Information can be obtained at http://twicinformation.tsa.dhs.gov.

2. Federal Requirements
   A. Bidder acknowledges that components of this contract are funded by the United States Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA), and the Bidder specifically agrees to all matters described in Appendix G (Federal Requirements).

3. Wage Rates
   A. The United States Department of Homeland Security provides funding for the project and Davis-Bacon wages apply. Copies of the applicable Davis-Bacon wages needed to execute the Contract are on file at Port’s office and are deemed included in the Bidding Documents. Upon request, Port will make available copies to any interested party. Also, Contractor shall post the Davis-Bacon wage rates at the Site. The successful bidder must pay applicable Davis-Bacon wages. The Davis-Bacon wages applicable to contracts in California may be found at http://www.gpo.gov/davisbacon/ca.html.

4. Scheduling Port Work
   A. Service Provider shall furnish the Port Representative a work progress schedule in writing delineating the anticipated work procedure prior to starting work. This schedule shall be kept current and the Port Representative shall be notified in writing 48 hours in advance of any variation thereof.
   B. Service Provider shall appoint a Project Manager, duly authorized representative of the Service Provider, for the duration of the Project. Contact information, such as telephone number(s) and email address, for the Project Manager shall be provided such that they may be reached at any time.
   C. Prior to construction, a conference with the Contractor and Port Representative shall schedule a pre-construction meeting, concerning the proposed schedule, traffic control requirements, and job safety.

5. Quantities
   A. The Port makes no representation regarding the accuracy of any estimate of the quantities of work to be done or materials to be furnished in the Contract Documents or otherwise. The Port does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to require that all work comply with the applicable Contract Documents, without any adjustment to Contract Sum or Contract Time.

6. Materials and Equipment
   A. Service Provider shall furnish for use under these provisions all materials and equipment required to complete the project.
   B. Any material or equipment specified by name and/or number thereof, such reference shall be deemed to be used for the purpose of facilitating a description of the materials or equipment and establishing quality and shall be deemed and construed to be followed by the words, "or approved equal." No substitution will be permitted which has not been submitted as part of the Bid, according to Section 2.6. Sufficient description literature or technical specifications must be furnished for any materials or equipment submitted as "equal" substitutes.
   C. All materials or equipment shall be guaranteed for a minimum period of one (1) year against workmanship, defects, and failure unless otherwise stated in the Contract Documents.
7. **Project and Scope of Services**
   A. Any Bid item included in the Project and Scope of Services may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid items or prices therefore.
   B. The Additional Bid Items may be added to the Contract at the discretion of the Port.
   C. Payment of all items is subject to provisions of Contract Documents.

**No measurement for separate payment shall be made for any of the work specified in this document, and all costs in accordance therewith shall be considered as included in the contract price for the item to which the work is pertinent.**

2.6 **SUBSTITUTIONS**

Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda.

1. Except as provided in Paragraph 3 below, Port will consider substitution requests only for “or equal items.” Bidders wanting to use “or equal” item(s) may submit Appendix F (Pre-Bid Substitution Request Form) no later than December 31, 2012. After that date, Port will not accept “or equal” substitution requests. To assess “or equal” acceptability of product or system, submittals of substitutions shall contain the information required in Appendix F (Pre-Bid Substitution Request Form). Insufficient information will be grounds for rejection of substitution. Port shall, within a reasonable period of time after having received a Request for Substitution, issue in writing its decision as to whether the proposed substitute item is an Equal item. Port’s decision shall be conclusive on all Bidders.

2. Approved substitutions shall be listed in Addenda and become part of Contract Documents.

3. Substitutions may be requested after submitting Bids and Award of Contract only in accordance with requirements defined by the Port.

4. As a limitation on Bidder’s privilege to substitute “or equal” items, Port has found that certain items are designated as Port standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, Port will not permit substitution. These items are clearly noted as such.
2.7 **PROPOSAL FORM**

This proposal is submitted by:

(Firm/Company Name)

Re: Port of Stockton, Down River Surveillance ("DRS") Project, Contract Number: 12-12-1

All Proposal Items, including sub-totals and totals, must be filled in completely. Proposal items are described in Section 2.1 to Section 2.3 of the contract documents.

### INITIATIVE #1: LONG RANGE THERMAL IMAGING MULTI-SENSOR SYSTEM (DOWN RIVER SURVEILLANCE)

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INITIATIVE #1, TOTAL

### INITIATIVE #2: SHORT RANGE THERMAL IMAGING MULTI-SENSOR SYSTEM (BERTH FACE SURVEILLANCE)

**OPTION No.1**

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OPTION No.2

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INITIATIVE #2, OPTION No.2, TOTAL

### INITIATIVE #3: INTRUSION DETECTION SYSTEM (CHANNEL PERIMETER PROTECTION)

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INITIATIVE #3, TOTAL
All Additional Proposal Items, including sub-totals and totals, must be filled in completely. Additional Proposal items are described in Section 2.4 of the contract documents.

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</table>

This amount shall constitute full compensation for furnishing all labor, products, materials, facilities, transportation, tools, equipment, bonds, insurance, and taxes for performance of all work contemplated and embraced in this Contract, and for all risks of every description connected with the work, and for well and faithful completing the work and the whole thereof in the manner and according to the contract documents and the requirements of designated port project representative(s).
SECTION 3. MASTER PROFESSIONAL SERVICES AGREEMENT AND RELATED MATTERS

This RFP and attached form of Master Professional Services Agreement define the Port’s basic requirements and serve as the basis for submittal of all Proposals in response to this RFP.

3.1 Master Professional Services Agreement

Port will expect the Selected Respondent to execute the attached form of Master Professional Services Agreement, with only such changes as Port may approve in its sole discretion. Respondents are expected to indicate any objections or requested changes to the form in their Proposals.

Each Respondent shall sign the Acceptance of Form of Master Professional Services Agreement (“Acceptance”) in form attached hereto as Appendix E, with the Not to Exceed (NTE) (as defined in the Master Professional Services Agreement) for DRS Project otherwise indicated in the Respondent’s Proposal. Any requested modifications to the form of Master Professional Services Agreement must be indicated by checking the appropriate box in Appendix E and attaching the addendum referenced therein clearly identifying Respondent’s proposed modifications. Respondents’ proposed modifications to the form of Master Professional Services Agreement must be made in a “Strikeout” or “Underline” format.

3.2 Port’s Right to Amend

Port reserves the right to make such modifications or additions to the form of Master Professional Services Agreement attached as Appendix B to this RFP, as Port may elect in its sole discretion prior to the final Proposal submittal date, and thereafter as otherwise permitted by the Master Professional Services Agreement. Otherwise, Port reserves the right to make modifications or additions with the mutual consent of the Selected Respondent.

3.3 Selected Respondent’s Refusal to Execute

If the Selected Respondent refuses to execute the form of Master Professional Services Agreement in substantially the form attached as Appendix B to this RFP, as modified by its Proposal, Port may begin negotiations with the Respondent whose Proposal is determined to be the best alternative Proposal, determine that no such alternative exists or exercise any other available right.
SECTION 4. PROPOSAL PRE-SUBMITTAL INSTRUCTIONS

To submit questions and receive answers to questions in a timely manner and to be placed on the Distribution List for any and all Addendum/Addenda issued by Port, potential Respondents must follow guidelines specified in this section. Only information supplied by Port in writing through this RFP and Addendum/Addenda, if any, may be used as the basis for preparation of Respondents’ Proposals. The standard format for submission of Proposals to be used by Respondents is described in Section 5.

4.1 Distribution List

Potential respondents should hand deliver or return by certified mail or other courier service providing proof of delivery the Acknowledgment of Receipt of RFP Form (“Acknowledgment of RFP”) attached as Appendix A to this RFP to have their names placed on the Distribution List for this RFP, which will be used for the distribution of any and all Addendum/Addenda issued by Port. Potential respondents are therefore encouraged to return the Acknowledgment of RFP as soon as possible. The Acknowledgment of RFP must be signed and returned to the Project Manager no later the submittal due date. Failure to return this form shall constitute a presumption of receipt and election to not respond to this RFP, and the party’s name will not appear on the Distribution List.

4.2 Mandatory Pre-Submittal Meeting

Port will not conduct a Mandatory Pre-Submittal Conference. Any Service Provider wishing to investigate subsurface conditions at the Site must schedule such a visit with the Port Project Manager prior to December 31, 2012.

4.3 Deadline for Submittal of Written Questions

Potential Respondents may submit only written inquiries or requests regarding the intent and clarity of this RFP. All questions received and official responses shall be posted on the Port website (www.stocktonport.com). Questions submitted after 4:00 PM (PST) December 31, 2012, will not be considered or addressed. Oral answers if any, brought upon by questions or received by Proposers should not be relied upon and WILL NOT BE CONSIDERED OFFICIAL RESPONSES and will not be valid.

4.4 Addendum/Addenda to this RFP

Port reserves the right to interpret or change any provisions of this RFP at any time prior to the Proposal submittal date. Such amendments, if any, shall be issued as written Addendum/Addenda to this RFP.

Additionally, Port may prepare answers, in the form of an Addendum to this RFP, to questions addressed by Port as Port otherwise deems appropriate. Any Addendum issued by Port may be obtained in person from the office of the Project Manager. The final response addendum will be released by 4:00 PM (PST) January 3, 2013.

4.5 Acknowledgment of Receipt of Addendum

Each Respondent is responsible to inquire as to the Addendum/Addenda issued by Port. All Addenda shall become part of this RFP, and all Respondents shall be bound by such Addenda, whether or not received by Respondent. Each Respondent must sign any Acknowledgment of Addendum Form (“Acknowledgment”) included as an attachment to any Addendum, and return the Acknowledgment by certified mail or other courier service providing proof of delivery by the date indicated thereon. Failure to return the Acknowledgment shall constitute a presumption of withdrawal from the proposal process and the potential Respondent’s name shall be removed from the Distribution List.
SECTION 5. PROPOSAL PREPARATION AND SUBMITTAL INSTRUCTIONS

This RFP and attached form of Master Professional Services Agreement define the Port’s basic requirements and serve as the basis for submittal of all Proposals in response to this RFP.

5.1 Proposal Format

The Proposal shall be clear and concise to enable Port to make a thorough evaluation as to whether the Proposal meets Port’s requirements. Proposals must include a detailed Table of Contents that is consistent with Section 5.1.1 of this RFP. All forms attached to and supplementary materials requested in the Appendices to this RFP must be thoroughly completed, clearly labeled, and included in the appropriate section of the Proposal, pursuant to Section 5.1.1.

Each Respondent may only submit one Proposal in response to this RFP.

5.1.1 Proposal Organization

Each Proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. Any Proposal that does not conform to these minimum requirements may be deemed non-responsive and rejected on that basis, in Port’s sole discretion.

Section 1: Proposal Summary
- Title Page
- Proposal Organization Checklist
- Transmittal Letter
- Executive Summary
- Project Approach
- Firm Qualifications and Experience
- Project Team Qualifications
- Consultant Client References
- Fee Proposal

Section 2: Financial Information
- Financial Statements
- Claims and litigation history
- Letter from insurance broker

Section 3: Response Forms
- Proposal Authorization
- Acknowledgment of Addendum Form(s)
- Acceptance of Form of Master Professional Services Agreement, including any proposed modifications
- Federal Requirements

Section 4: Discretionary Supplemental Materials
- Explanation of relevancy of discretionary supplementary materials
- Any desired materials

5.1.2 Title Page

In a one page identify the Project and Services, the date of Proposal submittal, the name of the Consultant and its principal place of business, and the name, title, telephone and facsimile numbers and e-mail address of the person to be contacted for clarification.

5.1.3 Proposal Organization Checklist

Complete the Proposal Organization Checklist attached as Appendix C to this RFP to help ensure that all of the requested information is included in the prescribed format.
5.1.4 Transmittal Letter

Include a Transmittal Letter clearly stating the Respondent's intent to enter into a Master Professional Services Agreement with Port for the Services as defined in this RFP and any and all Addendum/Addenda hereto. The Transmittal Letter must, as a minimum:

- identify the Consultant by proposed organizational team members and/or individuals, and the legal structure of each, and the principals of each firm/organization.
- identify the name, title, telephone and facsimile numbers and e-mail address of the person authorized to negotiate for and contractually obligate the Consultant pursuant to all terms and conditions stated in the Proposal.
- identify the name, title, telephone and facsimile numbers and e-mail address of the person to be contacted for clarification, if different from above.
- indicate that it is being signed, and be signed, by the person(s) authorized to obligate the Consultant contractually.

5.1.5 Executive Summary (1 page maximum)

The Executive Summary provides an overview of Respondent's Proposal. The Executive Summary should identify, at a minimum, the proposed Form of Fee Schedule and estimated Not to Exceed (NTE) amount for this project. The letter must be signed by a person authorized to obligate your firm to perform the commitments contained in the proposal. Submission of the summary will constitute a representation that your firm is willing and able to perform the commitments contained in the proposal. Further, submission of a proposal will legally indicate a willingness to enter into a legal agreement with the Port per terms and conditions provided in the Master Professional Services Agreement included as Appendix B to this RFP.

5.1.6 Project Approach (2 page minimum – 5 page maximum)

Describe the services and activities that your firm proposes to provide to the Port consistent with the stated requirements. Include the following specific information in response to the RFP scope of work:

- A clear and descriptive understanding of the overall scope of work
- An overview of the proposed products and a description of their capability to satisfy requirements
- A detailed materials list including all products to be provided
- A detailed list of deliverables that will completed within the specified required time frame
- A project schedule and ability to complete the project within the specified required time frame
- A detailed description of your firm’s proposed project team
- The anticipated assignment of work within your firm’s project team, including a representation of the volume of work or percentage to be accomplished locally, the percentage or level of effort to be performed remotely, and whether any sub-consultants will be employed to accomplish the work. If sub-consultants are employed, please identify and list these parties as part of this section, and describe the work to be performed by them for this project.

5.1.7 Firm Qualifications (2 page maximum)

Port is seeking a service provider that must have a minimum of five years experience integrating similar technologies into a seamless operating system as the prime contractor. The service provider must have demonstrated a capacity to perform similar services in a cost-effective basis.

Provide information on your firm’s background and qualifications which address the following:

- Name, address, fax number, telephone number and e-mail address of the firm’s lead project contact
- A brief description of your firm, as well as how any joint venture or association would be structured. If a JV, collaboration, or sub-consultants will be used, include discussion of previous successful projects where this team has been employed.

- A description of at least two and not more than three projects similar in size and scope completed by your firm in a port environment including client reference and telephone numbers, staff members who worked on each project, budget schedule and project summary. If a JV collaboration or sub-consultants will be used, at least one of the above projects shall document the joint efforts of the team. Descriptions should be limited to one page for each project, and shall NOT be counted in the maximum page summary for this section.

- All related port experience.

- Experience in dealing in a complex, well-established work environment in an unobtrusive and productive manner.

- Techniques for gaining trust, buy-in, and follow through of recommendations by clients.

- Consultant must describe an understanding and competency for management and safeguarding of Sensitive Security Information (SSI) in accordance with Title 49 CFR Parts 15 and 1520 and U.S. Coast Guard NVIC 10-04.

5.1.8 Project Team Qualifications (2 page maximum)

- Provide a list identifying:
  - the project manager,
  - each key person on the project team,
  - the role each will play in the project, and
  - a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the prior written approval of the Port for this project.

- Provide a concise one paragraph summary description of the relevant experience and qualifications of the project manager and each key project team members. Full resumes of the project manager (mandatory) and key personnel (optional) should be included as supplementary information as a proposal annex, but should not be included as a part of the main proposal.

5.1.9 Service Provider Client References (1 page maximum)

Provide professional reference for the proposed project manager, key individuals and all sub-consultants to be used (if any), including the name address and telephone number of three or more recent clients (including at least one reference from another public agency).

5.1.10 Fee Proposal (4 page maximum)

The Port intends to award this contract to the firm evaluated to be best qualified to provide the best overall program services. The Port will base the award on a determination of best total value within the Port’s budget constraints.

Provide a proposed lump sum not to exceed (NTE) amount for each of the Proposal Items as per the Proposal Form in Section 2.7.

- Project management, Expenses, Travel, etc. shall be built into the labor costs for Deployment.

- Include the mix of disciplines and staffing levels of effort, such as projected personnel hours, required to properly execute the scope of work.

- This Bid Form will be used as a basis for the Schedule of Values for the determination of project percent complete and validation for payment of invoices.
5.1.11  Financial and Related Information
Respondent is required to demonstrate that it is financially qualified to undertake the Services defined by this RFP. To be considered qualified, Respondent must provide, for itself and any team member of any proposed consortium or joint venture, audited and/or reviewed financial statements for the most recently completed three fiscal years.
Respondent must also provide a list of all claims and litigation, including threatened, if any, within the past five years, on any projects for which Consultant or any team member failed to complete any work awarded, with explanation of circumstances.
Respondents must also provide a letter from its insurance broker attesting to the willingness to provide the required insurance coverages described in the Master Professional Services Agreement.

5.1.12  Proposal Authorization
Prepare and sign the Proposal Authorization in form attached to this RFP as Appendix D ("Authorization"). Signature of the Authorization shall constitute acceptance of the Conditions Governing this RFP pursuant to Section 7.2.

5.1.13  Federal Requirements
Prepare and sign the Federal Requirements in form attached to this RFP as Appendix G ("Federal Requirements"). Port shall reject as non-responsive any Proposal submitted without the required documents.

5.1.14  Discretionary Supplemental Materials
Respondent may include in its Proposal submittal, on a discretionary basis, other materials that it believes may improve the quality of its Proposal. Respondent must include an explanation of the relevancy of the other materials to the Proposal.

5.1.15  Miscellaneous Procedures
Each copy of the transmittal letter and Acceptance must contain an original signature. Proposals submitted by partnerships must be signed with the partnership name, followed by the signature and designation of the partner signing. Proposals submitted by corporations must be signed with the legal name of the corporation followed by the name of the state of incorporation. Two signatures are required for corporations, as follows: the signature of the president, the chair of the board or any vice president AND the signature of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of the corporation. The name of each signatory must be typed below the signature names.
Port may interview any or all of the client references provided by Respondent. Submittal of a Proposal constitutes Respondent’s consent for Port to conduct reference checks and reasonable investigation of all information provided by Respondent.
All Proposals and accompanying documentation submitted by Respondents become the property of Port and, except as otherwise provided in this RFP, will not be returned.

5.2  Proposal Submittal

5.2.1  Proposal Due Date
Respondents must submit eight (8) identical numbered copies of each Proposal, including all attachments (except that there need be only 2 copies of the financial statements), each with original signatures, in a sealed envelope marked "Proposal for Down River Surveillance ("DRS") Project." Sealed Proposals will be received at the Port of Stockton addressed to Juan Villanueva, Project Manager until the hour of 3:00 p.m. as determined by the clock in the lobby of the Port’s administrative building, on January 7, 2013.

5.2.2  Proposal Delivery
All proposals must be submitted on 8½” x 11” paper in vertically bound form, either loose-leaf, spiral, or comb-bound, with tabbed section headings clearly labeled in the format described in this RFP. Larger paper, 11” x 17” preferred, is permissible only for plans, charts, spreadsheets and other exhibits. Proposals shall be submitted by hand delivery, U.S. Mail, return receipt requested, or other courier service with proof of delivery. Facsimile transmissions will not be accepted. The Project Manager or
its delegate will be responsible for determination if a Proposal is received on time. That decision will be final and no further
consideration of late Proposals will be given. Any late Proposals will be returned unopened to the Respondent only upon request.

Respondent may provide an electronic copy CD response in addition to the written Proposal submittal. The written Proposal shall
be considered the legal response. Port may consider but is not obligated to provide an electronic copy version of this RFP.

Proposals may not be amended after submission.

5.3 Proposal Withdrawal

Any Respondent to this RFP may withdraw a Proposal by written notice delivered to the Project Manager prior to the due date
and time specified in Section 5.2.1 for receipt of Proposals.

5.4 Port’s Right To Reject or Terminate RFP

Port expressly reserves the right to further consider, accept or reject any or all Proposals submitted in response to this RFP; to
request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFP, or
to request new proposals or pursue any other means for obtaining the services contemplated by this RFP and/or the Master
Professional Services Agreement.
SECTION 6. PROPOSAL EVALUATION AND SELECTION PROCESS

6.1 Selection Committee

Port will appoint a Selection Committee including senior and mid-level management personnel of areas affected by Project to review and evaluate all Proposals; contact Respondents as required; request Respondent to modify its proposed modifications to the Master Professional Services Agreement; and make recommendations regarding the selection of a Selected Respondent. The Selection Committee may also include other Port staff and others designated by Port.

Port reserves the right, in its sole discretion, to waive minor irregularities, and to waive mandatory requirements provided that all of the otherwise responsive Proposals fail to meet the same mandatory requirements and the failure to do so does not otherwise materially affect this RFP and selection process.

Port reserves the right to modify or suspend any and all aspects of the selection process indicated in this RFP, to waive any defects as to form or content of this RFP, or to reject any or all Proposals.

6.2 Evaluation Process

Proposals will be evaluated on a comparative, competitive basis, based upon the RFP’s submittal requirements, including the product specifications, the experience, organization and qualifications of the firm and individuals proposed, and the offered price. During the evaluation process the Selection Committee may conduct independent research, request additional relevant information specific to the evaluation process, and seek assistance from reliable sources to clarify, explain, or otherwise participate in the evaluation process without issuing an Addendum. Proposals will not be ranked based solely on cost. The Selection Committee shall make its decision based on committee members’ analysis and assessment of each Proposal’s positive, neutral, and negative attributes.

Port reserves the right to conduct its own due diligence of the Respondents prior to selection of a Selected Respondent.

Minimum Qualifications

Persons working on this project must demonstrate compliance with Security Sensitive Information (SSI) requirements per USCG Navigation and Vessel Inspection Circular (NVIC) 10-04 and Title 49 CFR 1520. Firms responding to this solicitation must have staff resources with sufficient experience, training and education to carry out the requirements of the Scope of Work within the allotted time. Such qualifications may include the following:

- Service provider experience and proven track record in the deployment of proposed technologies
- Resource location so as to be able to communicate and interact with Port staff without undue travel and time
- Resource experience, education, training, and manufacturer certifications

At least five years specialized experience in the successfully deployment of relevant technologies at Ports and/or facilities, operations or activities reasonably comparable to the purpose and function of port facilities.

Any firm that, in the sole judgment of the Port, fails to demonstrate the ability to meet the minimum qualifications noted above by documentation in the proposal package and submission by the proposal deadline will be considered non-responsive and will not be eligible for award consideration.

Scoring Criteria

The Port intends to evaluate and score all Proposals received in general accordance with the criteria itemized below:

- Project Approach (10 Points)
  - Demonstration of a complete understanding of the project and the tasks to be performed. Have a specific understanding of the political, economic and geographic conditions in the Stockton region influencing and/or impacting the scope of work: (Scoring Weight 5 points)
  - Clarity and completeness of the approach and reasonableness of work schedule reflecting market rates for products and required labor to complete the project: (Scoring Weight 5 points)
PORT OF STOCKTON  
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- Proposed Products (20 Points)
  - Demonstration that the proposed products have the capability to satisfy the Port functional, technical, and deployment requirements
  - Demonstration that the proposed products will provide the “best” return on investment (ROI) with respect to the Port’s objectives, physical constraints, budget, and sustainability of the deployment with respect to operation, warranties, support & maintenance, and extended service agreements.

- Assigned Project Staff (10 Points)
  - Recent relevant experience of staff assigned to the project and a description of the tasks to be performed by each staff person: (Scoring Weight 5 points)
  - Professional qualifications and education, workload, staff availability, accessibility and demonstration of an established local presence and capability within the region: (Scoring Weight 5 points)

- Experience of Firm and Sub-consultants (20 Points)
  - Expertise of the firm and sub-consultants in deployment and integration of the technologies and the ongoing service and support, port or similar complex industrial operations procurement, relevant certifications, service and products experience, as well as familiarity with federal, state, and local homeland security practices, policies and procedures: (Scoring Weight 10 points)
  - Quality of recently completed projects, including adherence to schedules, deadlines, and budgets: (Scoring Weight 5 points)
  - Experience with similar projects: (Scoring Weight 5 points)

- Price (40 Points)
  - NTE amount for each Bid Item

6.3 Interviews

If requested by Port, qualified Respondents may be required to present their Proposals to the Selection Committee and submit to oral questions. The Project Manager will schedule the interviews during the week following submissions at the Port’s offices, or at such other time and/or location indicated by the Port.

The interviews shall be solely for the benefit of the Port and shall not be open to the public or to other Respondents.

Each oral interview will consist of two sections: The first section will consist of a 20 minute session during which the firm may highlight the specific advantages of its solution and team, as well as compelling reasons why it should be favored with the project award. The second session will consist of a 40 minute question and answer session directed from the evaluation board to the firm representatives. This section of the oral interview will comprise of standard, uniform questions to be asked of each of the firms represented. Firms are cautioned not to exceed the 20 minute presentation window allotted for Section One so as to not impact the time provided for the Q&A portion in Section Two of the oral interview process.

As broad guidance, firms selected for the oral interview should be prepared to demonstrate existing capability for the deployment of the necessary staff, resources, and assets required to support and manage concurrent activity in the Port. The three firms will be evaluated and ranked to determine the best-qualified, responsive bidder. The firm ranked in the number one position will be recommended to be awarded contract.

Ranking of interview scores may utilize the same criteria listed above for the short listing process. Final selection will be based upon each firm providing the best quality of services for the most reasonable firm fixed fee price. At its sole option, the Port may also decide to withdraw the project in its entirety, to modify the scope of work in whole or in part, and/or not award a contract to any bidder. If in the opinion of the Port, a responder to this RFP can better provide a specific service under this RFP, Port reserves the right to divide the contract into separate parts and contract with multiple consultants.

6.4 Selection Process

Based on the results of the evaluation process, Port staff will try to negotiate a final MPSA with the highest-ranked Respondent within the Port’s budget constraints. If negotiations are successful, that Respondent will be recommended to the Board to become the Selected Respondent. If the negotiations are unsuccessful, Port staff will proceed to the next ranked Respondent, and proceed
accordingly. The Selected Respondent to be recommended to the Board will be identified in a writing posted at the front and back administration entrances, and the West Complex Gate, and Port will use reasonable efforts to deliver a copy to each Respondent who submitted Proposals no later than the business day after posting, although any delay or failure to do so will not extend the Proposal protest period described below.

The Board, in its sole discretion, may either, approve, reject, or approve or reject with conditions, the foregoing recommendations. Port reserves the right to modify the qualification criteria outlined in this RFP.

Respondents to this RFP are instructed not to contact elected officials, Port staff or members of the Selection Committee regarding the selection process. Efforts to lobby or influence individuals involved in this selection process may, at Port’s sole discretion, result in dismissal from further consideration.

6.5 Right to Protest

Any protest to this RFP process or selection of the Selected Respondent must be delivered to Juan Villanueva, Projects and Contract Manager by 4:00 pm of the 10th calendar day following Port staff’s posting of its identification of the Selected Respondent to be recommended to the Board, and satisfy the following requirements:

a. The initial protest must contain a complete statement of the basis for the protest.
b. The protest must refer to the specific portion of the document that forms the basis for the protest.
c. The protest must include the name, address, and telephone number of the person representing the protesting party.
d. Only Respondents who the Port otherwise determines are responsive and responsible are eligible to protest a Proposal; protests from any other Respondent will not be considered.
e. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Respondents who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
f. The procedure and time limits set forth in this paragraph are mandatory and are a Respondent’s sole and exclusive remedy in the event of a Proposal protest. Respondent’s failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal protest, including filing a Government Code Claim or legal proceedings. A Respondent may not rely on a protest submitted by another Respondent, but must timely pursue its own protest.

6.6 Post Approval Procedures

The Master Professional Services Agreement will be finalized promptly following Board approval of a final Selected Consultant. In the event that the approved Selected Consultant fails or refuses to sign a Master Professional Services Agreement acceptable to the Port, Port reserves the right to finalize a Master Professional Services Agreement with another qualified Respondent without undertaking a new RFP process, or exercise any other available right.
SECTION 7. CONDITIONS GOVERNING THIS RFP

7.1 Confidentiality

Port has made a determination in accordance with Government Code Section 6255 that all Proposals submitted in response to this RFP shall not be made public by Port until after Port has executed and adopted by resolution a Master Professional Services Agreement with the Selected Consultant. In the event a Respondent wishes to claim portions of its Proposal exempt from disclosure under the Public Records Act, it is incumbent upon Respondent to clearly identify those portions with the word “confidential” printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. However, Port will make a decision based upon applicable laws.

Port shall notify Respondent of any materials or information that Port does not believe are entitled to exemption from the Public Records Act, and Respondent shall have five (5) business days from such notice to:

- withdraw its Proposal;
- withdraw such information from its Proposal; or
- withdraw such information and replace it with substituted information for which Respondent does not claim exemptions.

Proprietary or confidential data must be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial information. The cost of Services shall not be designated as proprietary or confidential information.

7.2 Applicable Laws/Miscellaneous

Respondents are required to sign and submit the Authorization, stating their agreement to comply with the following terms and conditions of this RFP:

- The Selected Consultant, its employees, agents, contractors, and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing Services for the Project.
- The Selected Consultant shall comply with the laws of the State of California requiring employers to insure against liability for Worker’s Compensation while performing Services for this Project.
- All Consultant Services shall comply with all statutes, ordinances, regulations, codes, and requirements of all governmental entities, including federal, state, Port, and municipal entities, relating to the Project.
- This RFP and any resultant Master Professional Services Agreement shall be governed by the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of San Joaquin and the State of California.
- All data and information provided by Port or referred to in this RFP is furnished for the convenience of interested parties in preparing a Proposal. The Respondent shall defend, indemnify and hold harmless Port from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of, the Respondent’s response to this RFP. Port expressly disclaims any and all liability for representation or warranties, express or implied, contained in the RFP or any other written or oral communication transmitted or made available to interested parties, including any errors of omission.
SECTION 8. ADDITIONAL RESOURCES AND REQUIREMENTS

Consultant’s services shall take into account, reference, support, align and link, as applicable, the following:

♦ Port specific risks based upon Maritime Security Risk Assessment Model (MSRAM) results and Area Maritime Security preparedness activities (controlled by and accessible through US Coast Guard Sector San Francisco as Security Sensitive Information, “SSI”).

♦ Other Federal plans and/or policy guidance including but not limited to, the National Strategy for Maritime Security (NSMS), National Infrastructure Protection Plan (NIPP), and Maritime Infrastructure Recovery Plan (MIRP), etc.

♦ Northern California Area Maritime Security Plan (AMSP) (controlled and accessible through the US Coast Guard Sector San Francisco as SSI materials).


♦ Region-Wide Port Strategic Risk Management/Mitigation & Port Trade Resumption/Resiliency Plan (“Halcrow Report”).
ACKNOWLEDGMENT OF RECEIPT OF RFP FORM

In acknowledgment of receipt of this Request for Proposal of the Port of Stockton for the Down River Surveillance ("DRS") Project ("RFP"), the undersigned Respondent agrees that he/she/it has received a complete copy, beginning with the Title Page and Table of Contents and ending with Schedule 4.

This Acknowledgment of Receipt of RFP Form must be signed and returned to the Project Manager indicated below no later than (time/date) pursuant to Section 4.1 of the RFP. Only interested parties who elect to return this Acknowledgment of Receipt of RFP Form completed with the indicated intention of submitting a proposal will be placed on the distribution list for any and all Addendum/Addenda to this RFP. The name and address provided below will be used for all written correspondence related to this RFP.

Firm: ________________________________________________________________
Contact Name: __________________________________________________________
Title: _________________________________________________________________
Telephone: _____________________________________________________________
Facsimile: ______________________________________________________________
E-mail: _________________________________________________________________
Address: ________________________________________________________________
City: ___________________________ State: _____________ Zip: _______
Signature: ________________________________
Print Name: _____________________________________________________________
Title: _________________________________________________________________
Date: __________________________________________________________________

This entity does [ ]/does not [ ] intend to respond to this RFP

Respondent must return this signed form to the Project Manager identified in RFP Section 1.2.
This PROFESSIONAL SERVICES AGREEMENT ("Agreement") effective as of ________________ is made and entered into by and between the STOCKTON PORT DISTRICT, a California Port District with municipal powers organized pursuant to Harbors and Navigations Code section 6200 et seq. ("Port"), and ________________ ("Service Provider").

RECITAL

Port has determined that it requires the following professional services: The Down River Surveillance ("DRS") Project is a Technology and Security grant projects, funded by the U.S. Government, focused on security of the Port waterway. The Port requires a highly qualified and experienced Service Provider to implement user friendly, flexible, robust, integrated, and sustainable technology package(s), including long range thermal imaging multi-sensor system for downriver surveillance, short range thermal imaging multi-sensor systems for berth face surveillance, and intrusion detection system for channel perimeter protection. The Service Provider will be required to work with the Port of Stockton Systems Integration team to balance objectives, scope, requirements, technologies, and functionality against the strict budget, resource, and timeline constraints. This means the Service Provider will be required to deliver the project using best practices and proven technology products and solutions that will ensure the successful implementation, as well as the ongoing maintenance, support, management, and monitoring of the deployed solution.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the Port and Service Provider agree as follows:

TERMS AND CONDITIONS

1. Representations and Warranties of Service Provider. Service Provider represents and warrants to Port that:

   1.1. It is fully qualified to perform the professional services by virtue of its experience and the training, education, and expertise of its principles and employees.

   1.2. It is willing to accept responsibility for performing the services in accordance with the terms and conditions set forth in this Agreement.
1.3. Service Provider holds all licenses and permits required for Service Provider to perform the Services. The applicable licenses and permits for Service Provider and any personnel who shall perform work for the Port shall be listed on Exhibit A. The provisions of this Section 1 shall survive the termination of this Agreement.

2. Services. Subject to the terms and conditions set forth in this Agreement, at the Port’s discretion Service Provider shall perform the services identified in the Scope of Services. Specific Scope of Services, work schedule, and cost or estimated cost will be mutually agreed upon and set forth in a Task Order or Task Orders issued by the Port. If the work to be performed by Service provider consists of a single project, a single task order shall be attached to this Agreement. The Scope of Services is attached as Exhibit B and is hereinafter referred to as “Scope of Services” or “Exhibit B”. Service Provider shall perform those services described in Exhibit B according to the Service Schedule outlined in each Task Order issued by the Port. Each Task Order shall specifically refer to and incorporate this Agreement by reference. Time is of the essence in this Agreement. However, Service Provider shall not be responsible for delays caused by acts of God or other causes beyond Service Provider’s reasonable control.

3. Compensation. Port shall compensate Service Provider for the services provided under this Agreement in accordance with the amount and compensation terms stated in the Fee Schedule attached to each Task Order. Service Provider’s total compensation for services performed under this Agreement shall not exceed $________. The Port and Service Provider agree that the payment of the amount specified in each Task Order shall constitute full and complete compensation for Service Provider’s services. Service Provider represents that it has, or will secure at its own expense, all personnel required to perform the services identified in each Task Order. In no event shall the total compensation and costs payable to Service Provider under this Agreement exceed the sum(s) or otherwise deviate from the sum(s) specified in each Task Order unless expressly approved in advance by the Port and memorialized in a writing which is signed by both parties. Service Provider shall not be compensated for services outside the scope of each Task Order unless otherwise agreed upon in writing pursuant to Section 8 of this Agreement. Service Provider shall submit to the Port an invoice within five (5) business days following the month during which the services performed under each Task Order pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, the total Task Order amount, the amount previously invoiced, the current amount due, and the remaining available amounts. Within ten (10) business days of receipt of each invoice, Port shall notify Service Provider in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, Port shall pay all undisputed amounts included on the invoice. All costs charged to this Agreement shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature and propriety of the charges.
4. Term of Agreement. This Agreement shall commence on the date first written above and terminate on ___________________________, unless terminated earlier pursuant to this Agreement or extended by written agreement signed by both parties.

5. Early Termination.

5.1. Termination for Convenience at Any Time. Port may terminate this Agreement for its convenience at any time by giving written notice to Service Provider of the termination, and the effective termination date, at least thirty (30) days before the effective date of termination. Service Provider shall be reimbursed for billings incurred prior to the termination date, in accordance with the cost provisions of this Agreement.

5.2. Termination for Default. If Service Provider fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Service Provider violates any of the warranties, covenants, provisions, or stipulations of this Agreement, Port shall thereupon have the rights to terminate the Agreement by giving not less than ten (10) days written notice to Service Provider of the intent to terminate and specifying the effective date thereof, subject to Service Provider’s right to cure during that ten (10) day period. Port shall provide an opportunity for consultation with Service Provider prior to the effectiveness of the termination, but need not grant any additional time other than the foregoing ten (10) day cure period. If Port terminates this Agreement for default, Service Provider shall immediately suspend its activities under this Agreement, as specified in the notice. Service Provider shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination, subject to all Port rights provided by this Agreement or law.

6. Project Managers. During the performance of this Agreement, the project manager for Port and Service Provider is as specified below and there shall be no change in Service Provider’s project manager without Port’s prior written consent. All invoices and payments shall be sent to the project managers unless either party specifically provides written notice otherwise. Service Provider’s project manager shall be responsible for keeping Port informed of the progress of the work and shall be available for meetings with the Port.

Port: Juan G. Villanueva,
Projects and Contract Manager

Service Provider: ______________________________________
__________________________________

7. Discipline. If any of Service Provider’s personnel are subject to discipline by any regulatory agency or professional organization and if any of Service Provider’s personnel, whether assigned to the work of Port or not, are disciplined to any degree by the regulatory agency or professional organization, the Service Provider shall promptly notify the Port in writing.
8. **Amendments.** There shall be no change to the Scope of Services, the Service Schedule attached to any Task Order, Fee Schedule attached to any Task Order, or any other term and condition of this Agreement unless mutually agreed upon in writing by the Port and Service Provider.

9. **Insurance.** Service Provider, at its own cost and expense, shall procure, carry, and maintain throughout the term of this Agreement insurance of the type and amount set forth below. Service Provider shall not commence any work under this Agreement unless and until the Port has certificates of insurance showing that the required insurance is in effect. Service Provider shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement. Service Provider shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Service Provider has also been obtained for the subcontractor and evidence thereof has been presented to the satisfaction of the Port. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide. Service Provider shall provide proof that the required policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. The proof shall be furnished at least two weeks prior to the expiration of the coverages.

9.1. **Workers’ Compensation.** Service Provider shall procure and maintain throughout the term of this Agreement Worker’s Compensation Insurance in the amount and as required by the laws of the State of California.

9.2. **Commercial General Liability Insurance.** Service Provider shall procure and maintain throughout the term of this Agreement Comprehensive Commercial General Liability Insurance with minimum coverage limits of One Million Dollars ($1,000,000.00) per occurrence, combined single limit coverage for any personal injury, death, loss, and/or property damage associated with the work under this Agreement. Port, its officers, employees, agents, and volunteers are to be covered as additional insureds.

9.3. **Automobile Liability Insurance.** Service Provider shall procure and maintain throughout the term of this Agreement Automobile Liability Insurance with minimum coverage limits of One Million Dollars ($1,000,000.00) per incident, combined single limit coverage for any personal injury, death, and/or property damage. Port, its officers, employees, agents, and volunteers are to be covered as additional insureds.

9.4. **Professional Liability Insurance.** Service Provider shall procure and maintain for the period covered by this Agreement Professional Liability Insurance for licensed professionals performing work pursuant to this Agreement in an amount of at least One Million Dollars ($1,000,000.00) per claim made and per policy aggregate covering the licensed professionals’ errors and omissions, as follows:

9.4.1. Any deductible or self-insured retention shall not exceed One Hundred Fifty Thousand ($150,000.00) per claim.

9.4.2. The policy must contain a cross liability or severability of interest clause.

9.4.3. The following provisions shall apply if the professional liability coverage’s are written on a claims form:
9.4.3.1. The retroactive date of the policy must be shown and the date must be before the date of the agreement.

9.4.3.2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the agreement, so long as commercially available at reasonable rates.

9.4.3.3. A copy of the claim reporting requirements must be submitted to Port prior to the commencement of any work under this agreement.

9.5. **Insurance Remedies.** In addition to any other remedies the Port may have, if Service Provider fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the Port may, at its sole option:

9.5.1. Obtain the necessary insurance and deduct the amount of the premiums for the insurance from any sums due under the agreement and bill Service Provider for any remainder;

9.5.2. Order Service Provider to stop work under this agreement or withhold any payment which becomes due to Service Provider hereunder, or both stop work and withhold any payment, until Service Provider demonstrates compliance with the requirements hereof; or

9.5.3. Terminate this agreement.

9.5.4. If one of Service Provider’s subcontractor’s fails to procure and maintain the required insurance, the remedies stated above shall apply against the Service Provider as if the Service Provider failed to procure and maintain the required insurance.

9.6. **Other Insurance Provisions.**

9.6.1. The insurance provided by Service Provider shall specify or have added as an endorsement that Service Provider’s insurance shall be primary to any coverage available to the Port. Any insurance or self-insurance maintained by the Port and/or its officers, employees, agents or volunteers, shall be in excess of Service Provider’s insurance and shall not contribute with it.

9.6.2. All the policies required under this agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days’ prior written notice to Port.

9.6.3. The insurance shall specify that any failure of Service Provider to comply with the reporting provisions of the policy shall not affect coverage provided to Port and its officers, employees, agents, and volunteers.

9.6.4. Service Provider shall disclose the self-insured retentions and deductibles before beginning any of the work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of Port, Service Provider may increase the deductibles or self-insured retentions with respect to Port, its officers, employees, agents, and volunteers. Port may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Service Provider procure a bond guaranteeing
payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

10. **Indemnification.** Service Provider shall indemnify, defend, and hold harmless the Port, its officers, agents and employees from any and all actions, causes of action, claims, demands, costs, liabilities, judgments, penalties, losses, damages and expenses of whatsoever kind and nature due to the death or injury to any person or persons, or damage to any property that arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of the Service Provider, its officers, employees, servants, agents, or subcontractors and their respective employees in the performance of this Agreement. Costs and expenses shall include reasonable attorneys’ fees incurred by legal counsel of the Port’s choice. This Section 10 shall survive the termination of this Agreement.

11. **Assignability.** Service Provider shall not delegate, transfer, subcontract or assign its duties, rights, or interests under this Agreement, either in whole or in part, without the Port’s prior written consent, which may be withheld or delayed for any reason in Port’s sole discretion. Any attempt to do so shall be void and of no effect. All authorized subcontracts shall contain the same applicable provisions specified in this Agreement, including but not limited to, an indemnification provision in favor of the Port identical to that set forth in Section 10 of this Agreement.

12. **Ownership of Written Product.** All reports, data, documents, charts, drawings or other written or tangible material (“written products”) developed, prepared, or assembled by Service Provider and any subcontractors in the performance of this Agreement shall be the property of the Port and shall be delivered to the Port in useable electronic and/or written format upon termination or expiration of this Agreement. Service Provider may take and retain copies of the written products as desired, but shall not have copyrights of any written products produced pursuant to this Agreement.

13. **Inspection of Work.** Service Provider, and any subcontractors, shall permit the Port the opportunity to review and inspect Service Provider’s work, including any written products (defined in Section 12), at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis. The written product shall be available for inspection in useable electronic format. In addition, at any time during normal business hours, and as often as Port may deem necessary, Service Provider and any subcontractors shall make available for examination all of their records with respect to all matters covered by this Agreement for purposes of audit, examination, or to make copies or transcripts of the records, including, but not limited to, contracts, invoices, material, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement. Records shall be retained and access to the facilities and premises of Service Provider and any subcontractors shall be made available during the period of performance of this Agreement, and for five (5) years after Port makes final payment under this Agreement.

14. **Independent Contractor.** Service Provider is, and shall at all times remain as to the Port, a wholly independent contractor. Service Provider shall have no power to incur any debt, obligation, or liability on behalf of
the Port or otherwise to act on behalf of the Port as an agent. Neither Port nor any of its agents shall have control over the conduct of Service Provider or any of Service Provider’s employees or subcontractors, except as set forth in this Agreement. Service Provider shall not represent that it is, or that any of its agents, employees or subcontractors are, in any manner employees of the Port.

15. **Permits and Approvals.** Service Provider shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement.

16. **Confidentiality.** All data, documents, discussions, written product or other information developed or received by Service Provider or provided for performance of this Agreement, whether tangible or intangible, are deemed confidential and shall not be disclosed by Service Provider without the prior written consent of the Port. Service Provider represents and warrants to Port that it shall at all times observe the covenant of the preceding sentence. This Section 16 shall survive the termination of this Agreement.

17. **Standard of Performance.** Service Provider shall perform all services under this Agreement in the manner according to the standards currently observed by a competent practitioner of Service Provider’s profession in California and in a manner reasonably satisfactory to Port. The Service Provider shall document all work to the satisfaction of the Port. This may include, but not be limited to, preparation of progress and final reports, calculations, plans, specifications, estimates, evaluations, and other records.

18. **Compliance with Applicable Law.** Service Provider shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of California Harbors and Navigation Code section 6275 et seq., the Political Reform Act, California Government Code section 81000 et seq., the prevailing wage laws contained in California Labor Code sections 1770 et seq. and 1810 et seq., and Title VI of the Civil Rights Act of 1964 as amended. In the performance of this Agreement, Service Provider shall not discriminate against any employee, subcontractor, or applicant for employment because of race, religion, sex, sexual orientation, marital status, national origin, age, or physical or mental disability. Service Provider shall require any of its subcontractors to comply with all applicable federal, state and local laws and regulations, including but not limited to those specifically mentioned in this Section.

19. **Contingency Fees.** Service Provider warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Service Provider for the purpose of securing business. For breach or violation of this warranty, Port has the right to terminate this Agreement without liability allowing payment only for the value of the work actually performed, or to deduct from the Agreement price, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

20. **Attorneys’ Fees and Venue.** If any action at law or in equity, including an action for declaratory relief, or any proceeding in arbitration or mediation is brought by any party, the prevailing party in any final judgment or
award shall be entitled to recover from the other party the full amount of all reasonable expenses, including all court costs and reasonable attorneys’ fees. The exclusive venue for any litigation, arbitration, or mediation shall be San Joaquin County, California.

21. **Notices.** Any notices under this Agreement shall either be personally served on the other party or served by certified mail, return receipt requested, to the following address:

For Port: 
Juan G. Villanueva,  
Projects and Contract Manager  
2201 W Washington Street  
Stockton CA 95203

For Service Provider:  
________________________________________  
________________________________________

22. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the term or provision shall be amended to, and solely to, the extent necessary to cure the invalidity or unenforceability, and in its amended form shall be enforceable. In that event, the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

23. **Cumulative Remedies.** Any remedies granted to the non-defaulting party in this Agreement shall not be considered exclusive but rather cumulative and shall exist in addition to any remedies no or hereafter allowed by law or in equity. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of the rights, powers or remedies shall not preclude the simultaneous or later exercise by a party of any of all of the others, powers or remedies.

24. **Waiver.** The waiver by Port of any breach of any term, warranty, covenant or condition herein shall not be deemed to be a waiver of any term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. No term, warranty, covenant or condition of this Agreement shall be deemed to have been waived by Port unless in writing.

25. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement. All exhibits attached to this Agreement are incorporated herein by reference. The exhibits attached to this Agreement are: Exhibit A – Licenses and Permits; Exhibit B – Scope of Services; and Exhibit C – the Form of the Fee Schedule to
be attached to Task Orders. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

26. **Headings, Captions, and Pronouns.** The captions appearing at the commencement of the sections hereof, and in any Section or Subsection, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between the heading, and the Section or Subsection at the head of which it appears, the Section or Subsection, as the case may be, and not the heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires the substitution.

27. **Countershirt.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

28. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Port and Service Provider have executed this Agreement as of the date first written above.

**STOCKTON PORT DISTRICT**

By: ________________________________

Title: ________________________________

**SERVICE PROVIDER**

By: ________________________________

Title: ________________________________
EXHIBIT A
NUMBERS OF LICENSES AND PERMITS HELD BY PERSONNEL WHO SHALL PROVIDE SERVICES ON PORT WORK

Please check box if not applicable.
If applicable, please list:

<table>
<thead>
<tr>
<th>License / Permit Number</th>
<th>Issuing Entity</th>
<th>Date of Expiration</th>
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EXHIBIT B
SCOPE OF SERVICES

The scope of Services will be a general guide and is not intended to be a complete list of all work necessary to complete the Project.

Per Section 2.1 - 2.6 of RFP - adjusted for inclusion of any “Additional Proposal Items”
EXHIBIT C

FORM OF FEE SCHEDULE

Per completed Section 2.7 (Proposal Form) of Proposal - adjusted for inclusion of any “Additional Proposal Items”
Appendix C

PROPOSAL ORGANIZATION CHECKLIST

All forms are to be completed and any materials submitted with the proposal are to conform to the following specified format, pursuant to Section 5.1.1 of the RFP.

☐ SECTION 1 Proposal Summary
  ☐ Title Page
  ☐ Proposal Organization Checklist
  ☐ Transmittal Letter
  ☐ Executive Summary
  ☐ Project Approach
  ☐ Firm Qualifications and Experience
  ☐ Project Team Qualifications
  ☐ Consultant Client References
  ☐ Fee Proposal

☐ SECTION 2 Financial Information
  ☐ Financial Statements
  ☐ Claims and litigation history
  ☐ Letter from insurance broker

☐ SECTION 3 Response Forms
  ☐ Proposal Authorization
  ☐ Acknowledgment of Addendum Form(s)
  ☐ Acceptance of Form of Master Professional Services Agreement, including any proposed modifications

☐ SECTION 4 Discretionary Supplemental Materials
  ☐ Explanation of relevancy of discretionional supplementary materials
  ☐ Supplementary materials
Appendix D

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT

1. The above-named Respondent is a Respondent to the Request for Proposals of the Port of Stockton for Down River Surveillance (“DRS”) Project (“RFP”), and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the respondent in all matters relating to this proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing this RFP described in Section 7 of the RFP.

4. The undersigned grants the Port a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until xx/xx/xx, 90 days after submission date.

Signature: ________________________________________________________________

Print Name: ________________________________________________________________

Title: ________________________________________________________________

Date: ___________________________________
Appendix E

ACCEPTANCE OF FORM OF MASTER PROFESSIONAL SERVICES AGREEMENT

NAME OF RESPONDENT _________________________________________________________

The above Respondent hereby agrees to sign Master Professional Services Agreement substantially similar to the form of Master Professional Services Agreement attached to the RFP as Appendix B, or has attached proposed modifications to the form of Master Professional Services Agreement as an Addendum to this signed Acceptance.

Respondent’s fixed price for the Basic Services described in the Master Professional Services Agreement is according to completed Fee Proposal Form per Section 2.7. The undersigned’s Billing Rates for Additional Services are attached hereto.

[Respondent must check one of the following boxes, and complete if applicable]

☐ Respondent’s proposed modifications to the Master Professional Services Agreement are attached as Attachment[s] __________ [complete as applicable] to this signed Acceptance, pursuant to the “Strikeout” or “Underline” format described in RFP Section 3.1.

☐ Respondent has no proposed modifications to the Master Professional Services Agreement.

Signature:  ________________________________________________________________

Print Name:  ________________________________________________________________

Title:  ________________________________________________________________

Date:  ___________________________________
Appendix F

PRE-BID SUBSTITUTION REQUEST FORM

To:      Juan G. Villanueva  
         Projects & Contract Manager  
         (209) 465-7244 - FAX

Project: PORT OF STOCKTON  
         DOWN RIVER SURVEILLANCE ("DRS") PROJECT  
         CONTRACT NUMBER: 12-12-1

Contractor:  
Subcontractor/Supplier:  
Drawing Sheet Reference/Detail No:  

The undersigned Bidder submits for consideration the following equipment instead of the specified item for the above Project:

<table>
<thead>
<tr>
<th>Section</th>
<th>Paragraph</th>
<th>Specified Item</th>
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Proposed Substitution:  

The undersigned encloses the information required herein. If this Appendix F is being submitted by a Bidder wishing to use "equal" item(s) as provided in Section 2.9, the undersigned Bidder must also enclose the technical information (other than cost).

The undersigned has (a) attached manufacturer’s literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

A. Do the substitution items perform “equal to” or “better” than the specified items?
   
B. Do the substitution items affect scope of work, requirements, or functionality as specified? If there are differences, please specify each and every difference in detail.
   
C. Are the manufacturer’s guarantees and warranties on the proposed substitution items identical to those on the specified items? If there are differences, please specify each and every difference in detail.
D. What effect does the substitution have on other contractors, trades, or suppliers?

E. What are the differences between the proposed substitution and the specified item?

F. Will granting the requested substitution cause any schedule delay? (If yes, please explain)

G. Financial benefit to the Port in accepting substitution?

The undersigned Bidder certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item.

Submitted by:

Bidder/Contractor

For Use by Port:

[signature]

Name

By: Port’s Project Manager

Address

Remarks:

City/State/Zip

Date:

Telephone:

Date:

F. What effect does the substitution have on other contractors, trades, or suppliers?

Appendix F
F - 1
I. **SUMMARY**

This Attachment includes:

1. Non-Discrimination/Equal Employment Opportunity
2. Contract Award
3. Cost Principles
4. Compliance With Executive Order No. 11246
5. Elimination of Segregated Facilities
6. Federal and State Lobbying Activities Certification
7. Drug-Free Workplace Certification
8. Further Requirements Regarding Sureties
9. Debarment Certifications
II. NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

a. Contractor shall not, during the performance of this Contract or in selection or retention of Subcontractors, including procurement of materials and leases of equipment, unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, or denial of pregnancy disability leave.

Contractor shall ensure, and shall require that its Subcontractor(s) ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Contractor shall comply and ensure that its Subcontractor(s) comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

Contractor and its Subcontractor(s) shall give written notice of its obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

b. Contractor and its Subcontractor(s) shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the regulations relative to Title VI, (nondiscrimination in federally-assisted programs of the United States Department of Transportation, 49 C.F.R Part 21 and 23 C.F.R. Part 200; hereinafter referred to as “DOT regulations,”) and 49 C.F.R Part 26, which are herein incorporated by reference and made a part of this Contract. Wherever the term “Contractor” appears therein, it shall mean Contractor.

c. Contractor shall permit and shall require its Subcontractors to permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this Section.

d. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this Contract and the DOT regulations relative to nondiscrimination.

e. Sanctions for Noncompliance: Failure by the Contractor to carry out the requirements above is a material breach of this Contract, which may result in sanctions as Port may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the Contractor under this Contract until the Contractor complies, and/or
(2) Cancellation, termination or suspension of the Contract, in whole or in part.

f. Incorporation of Provisions: Any subcontract entered into as a result of this Contract shall contain all of the provisions of a. through e. of this section. The Contractor shall take such action with respect to any subcontract or procurement as Port may direct as a means of enforcing such provisions including...
sanctions for noncompliance.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR SUBCONTRACTOR NAME: ________________________________________________

CERTIFIED BY:

NAME: ____________________________________ TITLE: __________________________________

SIGNATURE: _____________________________ DATE: ___________________________
III. CONTRACT AWARD

In accordance with Title 49 CFR 18, Section 18.37 and state law and procedures, all Subcontractor contracts containing funds provided under this Contract are required to be competitively bid and awarded consistent with Local Program Procedures 00-05 (Pre-award Audit Requirements and Contractor Procurement) or successors thereto.
IV. COST PRINCIPLES

a. Contractor agrees to comply with the following:

(i) the Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition
    Regulations System, Chapter 1, Part 31, et seq. (Office of Management and Budget Circular A-87,
    “Cost Principles for State, Local, and Indian Tribal Governments),” shall be used to determine the
    allowability of individual project cost items, and

(ii) the Federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18,
    “Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local
    Governments.”

b. Any costs for which Contractor receives payment or credit that is determined by a subsequent audit or
   other review by either Port, Caltrans or other State or Federal authorities to be unallowable under, but not
   limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, are to be repaid by
   Contractor within thirty (30) days of Contractor receiving notice of audit findings. Should Contractor
   fail to reimburse moneys due Port within thirty (30) days of demand, or within such other period as may
   be agreed between both parties hereto, Port is authorized to withhold future payments due Contractor.

c. Contractor agrees to furnish documentation to Port to support this requirement that all of its agreements
   with Subcontractors contain provisions requiring adherence to this section in its entirety.
V. COMPLIANCE WITH EXECUTIVE ORDER NO. 11246

During the performance of this Contract Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send, to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 or September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or orders of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided however, That in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor, as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
VI. ELIMINATION OF SEGREGATED FACILITIES

(a) A Certification of Non-Segregated Facilities, as required by the May 9, 1967 Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a Federally-assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

(b) Contractors receiving Federally-assisted construction contract awards exceeding $10,000 which, are not exempt from the provisions of the Equal Opportunity Clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for supply and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES

(a) A Certification of Non-Segregated Facilities, as required by the May 9, 1967 Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

(b) Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supply and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specified time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.
Signature

Date

Name and Title of Signer (Please Type)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
VII. FEDERAL AND STATE LOBBYING ACTIVITIES CERTIFICATION

a. By signing this Contract, the Contractor certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of Port, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Federal Standard Form-LL, “Disclosure Form to Report Lobbying,” in accordance with those form instructions.

c. This certification is a material representation of fact, upon which reliance was placed when this Contract was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.

The Contractor also agrees by signing this Contract that it will require that the language of this certification be included in all subcontracts funded wholly or in part by any funds provided herein and which exceed $100,000 and that all such Subcontractors shall certify and disclose accordingly.
VIII. DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR/APPLICANT:

The contractor or applicant named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or applicant will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
   
   (a) The dangers of drug abuse in the workplace,
   
   (b) The person’s or organization’s policy of maintaining a drug-free workplace,
   
   (c) Any available counseling, rehabilitation and employee assistance programs, and
   
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or loan:
   
   (a) Will receive a copy of the company’s drug-free policy statement, and
   
   (b) Will agree to abide by the terms of the company’s statement as a condition of employment on the contract or loan.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or loan recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL’S NAME:

DATE EXECUTED: EXECUTED IN COUNTY OF:

CONTRACTOR/APPLICANT SIGNATURE:

TITLE:
IX. FURTHER REQUIREMENTS REGARDING SURETIES

Surety companies executing bid bonds, payment and performance bonds must be listed in United States Treasury Circular 570, as amended, and must be authorized to transact surety business in the State of California.
X. DEBARMENT CERTIFICATIONS

A. Appendix A to Part 32--Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the
department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
SCHEDULE 1: DEEPWATER SHIP CHANNEL

The following graphic represents the proposed location for the deployment of the long range thermal imaging multi-sensor system and the operational coverage area as defined by the Port of Stockton’s jurisdiction waters of the deep water channel.

Tower A, aka “Hooper-Davis Water Tower”
Latitude: 37.949972°
Longitude: -121.348063°
Elevation: 156 feet (47.5 meters)

Antioch Bridge midspan
Latitude: 38.025231°
Longitude: -121.751364°

LoS, Line of Sight
max. 22.5 miles (36.2 kilometers)
SCHEDULE 2: HOOPER-DAVIS WATER TOWER

The following graphic represents the proposed positions for the deployment of the long range thermal imaging multi-sensor system packages on the Hooper-Davis Water Tower.

Tower A, aka “Hooper-Davis Water Tower”

Position “A-1” = Multi-Sensor Package
Elevation: 156 feet (47.5 meters)

Position “A-2” = Infrastructure Package
Elevation: 3-5 feet (0.9-1.5 meters)

Distance from “A-1” to “A-2”
approx. 180 feet (54.9 meters)
SCHEDULE 3: PORT OF STOCKTON BERTH FACE

The following graphic represents the proposed Key Location(s) and Future Location(s) for the deployment of the short range thermal imaging multi-sensor system, and the operational coverage area as defined by the Port of Stockton’s berth face along the Stockton deep water channel.

**KEY LOCATIONS**

**Location B, aka “Shed 20”**
Latitude: 37.962398°
Longitude: -121.365502°
Current Elevation: ≈ 65 feet (20 meters)

**Location C, aka “Shed 14”**
Latitude: 37.954210°
Longitude: -121.348676°
Current Elevation: ≈ 40 feet (12 meters)

**Location D, aka “Cement Tower”**
Latitude: 37.951743°
Longitude: -121.323991°
Current Elevation: ≈160 feet (50 meters)

**FUTURE LOCATIONS**

**Location E**, aka “Shed 17”
Latitude: 37.957172°
Longitude: -121.358050°
Current Elevation: ≈ 40 feet (12 meters)

**Location F**, aka “Dock 10/11”
Latitude: 37.951144°
Longitude: -121.331149°
Current Elevation: ≈120 feet (36 meters)
PORT OF STOCKTON
DOWN RIVER SURVEILLANCE ("DRS") PROJECT
CONTRACT NUMBER: 12-12-1

FEDERAL GRANT NO.: 2010-PU-T0-K050

KEY LOCATIONS only - Detection/Recognition/Identification

Distance measurements between locations
- B <> C ≈ 1,700 meters
- C <> D ≈ 2,200 meters

Figure 1: Overlapping fields of view of the short range thermal imaging multi-sensor systems.
- @ approx. 1,600 meters
- Human Detection
- Vehicle Recognition

Figure 2: Converging fields of view of the short range thermal imaging multi-sensor systems.
- @ approx. 800m
- Human Recognition
- Vehicle Identification

Note: Exception to coverage is C <> F
KEY LOCATIONS + FUTURE LOCATIONS - Detection/Recognition/Identification

Distance measurements between locations:
- $B \leftrightarrow E \approx 880$ meters
- $E \leftrightarrow C \approx 880$ meters
- $C \leftrightarrow F \approx 1,500$ meters
- $F \leftrightarrow D \approx 650$ meters

Figure 3: Overlapping fields of view of the short range thermal imaging multi-sensor systems.
- @ approx. 800 meters
- ⇨ Human Recognition
- ⇨ Vehicle Identification

Figure 4: Converging fields of view of the short range thermal imaging multi-sensor systems.
- @ approx. 400m
- ⇨ Human Identification

Note: Exception to coverage is $C \leftrightarrow F$
SCHEDULE 4: PORT OF STOCKTON CHANNEL

The following graphic represents the proposed Key Location(s) and Perimeter(s) for the deployment of the intrusion detection system, and the operational coverage area as defined by the Stockton deep water channel.

KEY LOCATIONS

**Location X**
- Latitude: 37.962708°
- Longitude: -121.365583°
- Channel X-ing: ≈ 180 meters

**Location Y**
- Latitude: 37.952049°
- Longitude: -121.320864°
- Channel X-ing: ≈ 140 meters

**Location Z**
- Latitude: 37.948485°
- Longitude: -121.336076°
- Channel X-ing: ≈ 90 meters