

REQUEST FOR PROPOSALS

Stockton Port District

Stockton, California

ENVIRONMENTAL CONSULTING SERVICES



Issued: September 26, 2025

Submittal Deadline: 3:00 PM PST, November 13, 2025

Stockton Port District

Finance Department

315 Fyffe Avenue

Stockton, CA 95203

Attn: Janice Dias, Procurement Officer

**STOCKTON PORT DISTRICT
REQUEST FOR PROPOSALS**

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**REQUEST FOR PROPOSALS
STOCKTON PORT DISTRICT
Environmental Consulting Services**

I. ABOUT THE PORT

The Stockton Port District (“District” or “Port”) was established under the California Harbors and Navigation Code, Sections 6200 through 6372. It is governed by a seven-member Board of Commissioners (Board). Four commissioners are appointed by the Stockton District Council and three by the San Joaquin County Board of Supervisors. The day-to-day administration of District operations is under the direction of the Port Director who is selected by and serves at the will of the Board. The District’s geographical boundaries are the same as the District of Stockton’s, with the exception of an eight-mile long strip extending one-half mile on either side of the Stockton Ship Channel.

The District is a deep-water seaport located seventy-five miles inland from San Francisco, in the agricultural heartland of California in San Joaquin County. The District owns and operates docks, transit sheds, and warehouses, which are used to load and unload cargo from ships, barges, trucks, and railroads, and to store cargos. Cargos handled by the District include various dry and liquid bulk commodities, general cargos, and project cargos. Some of the commodities handled at the District include steel products, rice, cement and slag, sulfur, gypsum, fertilizers, molasses, coal, edible oils, and ammonia. The District also leases land and warehousing facilities to a number of diverse tenants. District operations are self-supporting and receive no direct tax subsidies.

II. SCOPE OF SERVICES & QUALIFICATIONS

The District invites submittal of proposals from qualified consultant firms for on-call environmental consulting services to support the Port in regulatory compliance requirements, advancing environmental planning efforts, including all applicable federal, state, and local regulations. The District intends to engage in a multi-year contract with the successful Respondent. The initial suggested term is three (3) years with two (2), 1-year extension options.

The scope of services for this solicitation includes a wide array of environmental consulting support listed in detail below. The consultant will provide capabilities including, but not limited to, permitting and compliance, CEQA/NEPA support, field services, cost estimating, regulatory coordination, project management, strategic planning, programmatic planning for multi-year dredging authorizations, engineering for dredging activities, comparative regulatory/permit condition reviews, and analytical data services. The consultant shall provide all necessary labor, equipment, and related services to accomplish the work described in the following sections.

Tasks may include, but are not limited to, the following:

❖ **Permitting and Compliance Support**

- Prepare permitting documentation including permit applications, biological assessments, bioacoustics analyses, cultural resource studies, and related materials.

- Coordinate with regulatory agencies including the U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), California State Lands Commission (CSLC), San Francisco Bay Conservation and Development Commission (BCDC), California Air Resources Board (CARB), and other relevant agencies.
- Support programmatic permitting and compliance for multi-year dredging authorizations, including Lake and Streambed Alternation Agreements (LSAAs), and conduct comparative permit condition reviews across Port dredging projects.
- Support **pre-construction** reporting, **construction monitoring**, and reporting including tracking compliance with permit conditions, and completing **post-construction** reports.
- Provide air quality and stormwater compliance support.

❖ **CEQA and NEPA Support**

- Draft project descriptions, Notices of Preparation (NOPs), Initial Studies (IS), Mitigated Negative Declarations (MNDs), Environmental Impact Reports (EIRs), Environmental Assessments (EAs), and Environmental Impact Statements (EISs), including joint NEPA/CEQA documents.
- Support public noticing, scoping meetings, hearings, and outreach efforts.
- Conduct AB 52 outreach and Tribal coordination.
- Prepare CEQA Notices of Exemption and submit filings to the State Clearinghouse.
- Prepare project Administrative Records.
- Track compliance with CEQA mitigation measures.
- Prepare CEQA/NEPA project updates for the Port's website.
- Assist with drafting project related memos for the Port's Commission meetings.

❖ **Field Services**

- Conduct water quality sampling and monitoring.
- Perform soil sampling and sediment characterization.
- Carry out habitat assessments and wetland delineations.
- Conduct cultural resource surveys.

❖ **Engineering Support**

- Develop maintenance dredging designs, including plans, specifications, cost estimates, bid support, and construction management support.
- Review dredging and placement volume payment requests for accuracy.
- Evaluate knockdown dredging feasibility in Port and federal channels.
- Conduct drone surveys and structural inspections of infrastructure, including bridges.

❖ **CEQA/NEPA Services for Potential Tenants and Tenant Projects**

- The Consultant may be requested by Port as the lead agency to provide CEQA/NEPA compliance services for tenant projects.
- Such services are considered outside of this contract; payment for the services will be handled through a reimbursement agreement between the Port and the Tenant. Consultant will invoice the Port separately for these services.
- Consultant will provide individual, project-specific pricing proposals to the Port, the Port will review with the tenant for approval prior to initiation of any work.

❖ **Additional Consulting Tasks**

- Support long-term mitigation planning and implementation.
- Provide planning support for dredged material placement sites.
- Provide weekly check-ins with Port staff and prepare weekly summary reports.
- Assist with strategic environmental initiatives, including environmental justice and community-focused planning/branding activities (e.g. Green Marine certification, American Association of Port Authorities (AAPA) award submittals).
- Provide review of other consultant staff work as it relates to CEQA/NEPA and permitting
- Review development submittal packages from tenants for consistency with Development Standard Plan (DSP) requirements and provide comments and recommendations on DSP submittal and revisions.
- Provide regulatory review support for federal and state regulatory updates and changes and legal strategy support, including coordination with counsel on CDFW and California Endangered Species Act (CESA) authorizations where applicable.
- Prepare quarterly newsletter articles on stormwater management and compliance.
- Provide grant application support.

MINIMUM QUALIFICATIONS

The District requires any firm responding to this solicitation to provide the service(s) described in the scope of work. Experience with public agencies is required. Per Stockton Port District Administrative Policy 5.2.01, Public Works, Invitations for Bid, third parties that assist the Port with developing or drafting specifications, requirements, statements of work, or solicitation documents must be excluded from competing for such solicitations.

The selected firm will work closely with District staff to advance the project described herein. It is the responsibility of the selected firm to provide an appropriate level of staffing, tools, and equipment necessary to support the contracted services. The Contractor shall maintain the appropriate licenses and comply with all other license and insurance requirements of the District, City, State, and Federal governments as applicable. **At a minimum, the following qualifications are required for any firm submitting a response to this solicitation:**

1. Respondents assisting with developing or drafting specifications, requirements, statements of work, or solicitation documents shall be excluded from competing for such solicitations, per Stockton Port District Administrative Policy 5.2.01, Public Works, Invitations for Bid.

2. Respondent shall be regularly and have been continuously engaged in the service(s) for which they are providing a proposal for a minimum of the past five (5) years.
3. Respondent shall demonstrate successful completion of related services contracts by providing references and work samples for a minimum of two (2) public agencies and an additional third reference and work sample from either a public agency or private sector business which were successfully completed within the last five (5) years. References and work samples shall be listed on Appendix A, Respondent Questionnaire, and submitted with the solicitation response.
4. Awardee shall possess a valid business license issued by the City of Stockton upon contract start date. The District shall contact the City of Stockton Permit Center at (209)937-8313 to conduct Business License verification.
5. Firm shall not be subject to debarment or suspension from Federal procurement and non-procurement programs, awards, subawards, and contracts. District shall utilize the System for Award Management (SAM) to confirm firm's eligibility at www.sam.gov.
6. TWIC Transportation Worker Identification Credential: Various service locations in this solicitation will be within a TWIC-restricted area and a valid TWIC will be required for any consultant or sub-consultant personnel accessing these sites. While not a submittal requirement, consultant and sub-consultants will be required to possess a TWIC by contract start date. Consultant staff and sub-consultants who will be present on certain restricted sites during the performance of work shall possess valid, individual Transportation Worker Identification Credential (TWIC). Appendix C, TWIC Information Sheet, is provided as information only. Consultant shall verify eligibility requirements and additional information by visiting www.tsa.gov/twic. Consultant shall be responsible for all fees associated with applying for, obtaining, and maintaining a TWIC.

A maximum of five (5) additional evaluation points will be awarded to service providers who include a copy of valid TWIC for their staff member(s) that would be assigned to service the District. Copies of valid TWIC shall be included in the proposal submission.

III. SUBMITTAL REQUIREMENTS

Respondents shall read the information contained in this solicitation to understand how to submit a proposal, what documents must accompany the submittal, and what legal obligations apply when the firm submits a proposal. Any firm that wishes to be considered for this work must submit the information requested in this solicitation.

The Respondent shall include in its submittal the information outlined below in a manner which demonstrates the Respondent's competence and qualifications for the successful performance of the services identified in this solicitation.

MANDATORY SUBMITTAL REQUIREMENTS

The Respondent is required to submit the following items in response to this solicitation. Failure to submit one or more of these items will result in disqualification.

1) Executive Summary

- Company name, physical address, contact person, phone number, and email address of individual with contract signing authority.

- Number of years in business with description of services provided by the firm.
- Summary of project approach demonstrating the firm's understanding of the project's purpose and services required.
- Statement confirming capability of successful project delivery considering consultant's current and projected workload.

2) Project Team

- Describe the proposed project team including qualifications of the prime consultant and any sub consultants.
- Provide résumés for all members of proposed project team including prime consultant and sub-consultants (if sub-consultants will be used)
- Provide an organizational chart detailing the proposed structure of the project team including prime consultant and sub-consultants (if sub-consultants will be used). Describe proposed roles and estimated involvement for key personnel.
- Demonstrate the firm's experience in areas of expertise needed for successful project delivery. This shall include prior experience in providing similar services under contract for at least two (2) public agencies and one (1) additional public or private entity within the last five (5) years.

3) Respondent Questionnaire

- Respondent Questionnaire is included as Appendix A in this solicitation. An incomplete questionnaire will result in a disqualified proposal response. Per Public Contract Code 20101, the completed questionnaire shall not be public record. Respondent may attach additional pages to the questionnaire as necessary to fulfill the required amount of information requested.

4) Modifications to Contract and Insurance Requirements

- Respondents shall thoroughly review the attached Appendix B which includes the Services Agreement (*Standard Agreement*) and Minimum Insurance Requirements (*Exhibit B*). Respondent shall use the 'Track Changes' feature in Microsoft Word to request modifications (red-lined) to the terms in these standard District requirements and include the modified document(s) with their proposal submission.
- If there are no modifications requested by the contractor, contractor shall provide a statement to that effect.

5) Preliminary Evidence of Insurance

- Valid evidence of insurance with all current coverage types and amounts listed.
- Note: Respondent shall refer to 'Modifications to Contract and Insurance Requirements' above regarding modification requests to insurance requirements should a contract be offered.

6) Rate Sheet shall be submitted in a separate, sealed envelope marked, "Rate Sheet"

- Submit rate sheet(s) identifying all project team members, including sub-consultants (if sub-consultants will be used), with name, title, hourly rate, and any other fees associated with providing the services described herein.

7) OPTIONAL - TWIC: Transportation Worker Identification Credential

- The District continues its commitment to comply with the US Department of Homeland Security (DHS) and United States Coast Guard (USCG) regulations: Transportation Worker Identification

Credential (TWIC) is required for certain restricted sites within the District. Possession of TWIC is optional to respond to this solicitation, though the eventual selected service provider will be required to possess a TWIC for individuals on the project team including sub-consultants that will access restricted sites by contract start date.

- Should a firm already employ staff members that are in possession of a valid TWIC: Provide copy of all valid TWIC for contractor's staff and any sub consultants that would be assigned to provide services at the District in TWIC restricted areas. Up to an additional five (5) evaluation points will be awarded to contractors providing a copy of valid TWIC belonging to the proposed project team.

IV. PROPOSAL SUBMISSION

Respondents shall submit one (1) complete double-sided, copy of their proposal and a flash drive containing the proposal in PDF format. **Proposals must be in a sealed envelope bearing the caption "STOCKTON PORT DISTRICT – Environmental Consulting Services."** Proposals shall be submitted to:

Stockton Port District
Finance Department
315 Fyffe Avenue
Stockton, CA 95203

Attn: Janice Dias, Procurement Officer

Proposals may be submitted in person at 315 Fyffe Ave, Stockton, CA to the Finance Department, or by mail, but must be received by 3:00 PM PST November 13, 2025. Late proposals will not be considered. PLEASE

NOTE: The District's Administration Building Lobby, 315 Fyffe Avenue, Stockton, is closed for lunch Monday through Thursday from 12:00 – 1:00 PM, and closed on Fridays, Saturdays and Sundays. **Package deliveries will not be received if the Administration Building Lobby is closed. The District assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt of proposal.**

Any Proposal received prior to the Proposal due date and time listed in the Selection Schedule may be modified by written addendum or withdrawn by written request from the Respondent to the District up to the official due date and time listed in the Selection Schedule. A proposal amendment must be a complete replacement for a previously submitted proposal and must be clearly identified in a transmittal letter signed by the Respondent's authorized representative. Section III contains a complete list of proposal requirements.

V. SELECTION PROCESS

EVALUATION. All proposals submitted in response to this solicitation will undergo a pre-evaluation by District Procurement staff to ensure that the Minimum Qualifications detailed in Section II have been met. A proposal may be disqualified for any of the following: (1) omission of requested information; (2) falsification of information; (3) debarment by the Division of Labor Standards Enforcement; (4) default on a contract that has caused a surety to suffer a loss in the past five (5) years; (5) failure to complete a public works contract due to default of the firm; (6) declaration of bankruptcy or placement in receivership within the past seven (7) years. Once preliminary evaluation is complete, proposals satisfying the Minimum Qualifications will be distributed

to the District's Evaluation Committee comprised of Port staff for final evaluation during the time period noted in the Selection Schedule.

EVALUATION CRITERIA. The District Evaluation Committee shall review and evaluate proposals that meet the Minimum Qualifications using the following criteria:

COMMITTEE EVALUATION SHEET: ENVIRONMENTAL CONSULTING SERVICES		
EVALUATION CRITERIA		Maximum Score
1	Qualifications: Team résumés for prime consultant and sub-consultants (if subs will be used) and organizational structures of the firm demonstrate capability of successful services delivery.	30
2	Experience: Work samples provided indicate project team's experience with project delivery of a similar nature with at least two (2) public agencies and one (1) additional public or private entity. Consultant has been continuously engaged in the services described in the RFP for a minimum of the past five (5) years.	30
3	Respondent Questionnaire: Questionnaire is fully completed. Responses demonstrate consultant's professional standing.	15
4	Rates: Evaluate hourly rates, equipment rates, and any additional fees for prime consultant and sub-consultants (if subs are used).	15
5	Overall Proposal Quality: Proposal is well organized, concise, is inclusive of the Mandatory Submittal Requirements as noted in Section III of the RFP, and follows the format indicated in Section IV of the RFP.	10
6	*BONUS POINTS* TWIC (Transportation Worker Identification Credential): Up to an additional five (5) points will be awarded to respondents providing copy of valid TWIC for project team members that would be assigned to service the District.	5
Maximum Overall Score:		105

NOTIFICATION. Once scoring is complete, the District shall release a Notice of Intent to Award to the finalist firm no less than ten (10) days prior to presenting to the Board of Port Commissioners for approval if the total amount of the services to be awarded exceed the Port Director's delegated authority. Should the total amount of services comply with the Port Director's delegated authority, a contract may be negotiated without Board of Port Commissioner's approval. The award process shall follow the Selection Schedule shown in Section VI. Selection Timeline.

PROTEST PERIOD. The ten (10) day protest period shall begin on the day following the notification of intent

and will end at 5:00 PM PST on the tenth (10th) calendar day following the notification of intent. Protests must be submitted in writing and must include the name and address of the protesting Respondent. It must also contain a statement of grounds for protest and be addressed and delivered to the District. Only fellow respondents to this solicitation are eligible to submit a protest.

CONTRACTS. Any work resulting from this solicitation will be subject to a Service Agreement detailing the final scope and rates of the service. There is no minimum guarantee of work under this solicitation. The Contract will be finalized with the most qualified Respondent. The District intends to engage in a one (1) year contract with the successful Respondent. In the event that mutually agreeable terms cannot be reached, the District reserves the right to terminate negotiations with that Respondent.

VI. SELECTION TIMELINE

The District has designated the following activities and dates as key to the project schedule. Respondents are encouraged to assist the District in adhering to this timeline. The District reserves the right to change the schedule at its own discretion.

Issuance of RFP	September 26, 2025
Consultant Questions Due	October 16, 2025
Final Response Addendum	October 22, 2025
DEADLINE TO SUBMIT PROPOSALS	November 13, 2025
Proposal Scoring by the District	Nov 18 - Dec 2, 2025
Notice of Intent	December 4, 2025
Commission Meeting	December 15, 2025
Notice of Award	December 16, 2025
Contract Executed by	December 23, 2025

VII. GENERAL CONDITIONS

- A. Per Stockton Port District Administrative Policy 5.2.01, Public Works, Invitations for Bid, third parties that assist the Port with developing or drafting specifications, requirements, statements of work, or solicitation documents must be excluded from competing for such solicitations.
- B. TWIC: Service provider will be required to possess a Transportation Worker Identification Credential (TWIC) for each individual expected to access certain restricted areas on District property. Appendix C TWIC Information Sheet is provided as information only. Service provider shall verify eligibility requirements by visiting www.tsa.gov/twic for additional information. Contractor shall be responsible for all fees associated with applying for, obtaining, and maintaining a TWIC.

- C. Nondiscrimination: Applicants for this solicitation shall not discriminate against any interested individual, firm or applicant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
- D. Disadvantaged Business Enterprises (DBE): The District encourages participation by Small and Minority Firms and Women's Business Enterprises in this solicitation.
- E. Permits, Licenses, and Insurance: The successful applicant for this solicitation shall, at its sole expense, obtain and maintain during the term of any agreement executed pursuant to this solicitation all appropriate permits, certificates, applicable contractor's license(s), and insurance including, but not limited to, a valid Business License which may be required in connection with the performance of services hereunder.
- F. Signatures and Declarations: Each proposal response to this solicitation must be signed on behalf of the submitting entity by an officer authorized to bind the entity to its proposal.
- G. District's Right to Waive: The District reserves the right, in its sole discretion, to waive any immaterial irregularities in a proposal responding to this solicitation or in the submission of a proposal.
- H. District's Right to Modify the Solicitation: The District reserves the right, in its sole discretion, to modify this solicitation should the District deem that it is in its best interests to do so. Any changes to the solicitation requirements will be made by written addendum posted on the District's website. The failure of an applicant to read any addenda shall have no effect on the validity of such modification.
- I. District's Right to Suspend or Cancel the Solicitation: The District reserves the right, in its sole discretion, to suspend or cancel this solicitation in part or in its entirety should the District deem that it is in the District's best interests to do so.
- J. District's Right to Reject Any Proposal: The District reserves the right, in its sole discretion, to divide the project into multiple parts, reject any proposal responding to this solicitation that the district determines does not satisfy the conditions set forth in this solicitation, or contains false, misleading, or materially incomplete information. The District reserves the right, in its sole discretion, to reject all applicants and not to award to any applicant should the District deem that it is in its best interests to do so.
- K. District's Right to Extend Solicitation Deadlines: The District reserves the right, in its sole discretion, to extend any of the deadlines listed in this solicitation by written addenda should the District deem that it is in its best interests to do so.
- L. Evaluation: The District may, in the evaluation of proposals, request clarification from Respondents regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted. By submitting a proposal to this solicitation, the respondent accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the District.
- M. Conflict of Interest: The District shall evaluate any potential conflict of interest identified and determine if it is a direct conflict of interest. A direct conflict of interest shall be cause for disqualifying a Respondent from consideration. The District's determination shall be final.

- N. Contract Award: The District makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this solicitation for any services and no such representation is intended or should be construed by the issuance of this solicitation.
- O. Contract Negotiation: Any work resulting from this solicitation will be subject to a Service Agreement detailing the final scope and rates of the services. There is no minimum guarantee of work under this solicitation. The District will attempt to negotiate final terms of a Contract with the Respondent, on such terms as the District deems in its best interest. The District reserves the right to negotiate all elements of the Contract.
- P. Cost of Proposals: All costs incurred during proposal preparation or in any way associated with an applicant's preparations, submission, presentation or remote interview (if any) shall be the sole responsibility of Applicant.
- Q. Liability for solicitation Errors: Applicants are solely responsible for all errors and omissions contained in their responses to the solicitation.
- R. Proposals Property of District: Upon receipt, each proposal responding to this solicitation that an applicant submits to the District becomes the sole property of the District and will not be returned to the applicant.
- S. Oral and Written Explanations: The District shall not be bound by oral explanations or instructions given at any time during the procurement process. Oral explanations given during the solicitation process become binding only when confirmed in writing by an authorized District official. Written responses to question(s) asked by one proposer will be provided to all applicants to this solicitation.
- T. Public Record: All proposals submitted to the District are subject to the California Public Records Act.
- U. Suspension and Debarment: Consultant shall not be subject to debarment or suspension from Federal procurement and non-procurement programs, awards, subawards, and contracts. District shall utilize the System for Award Management (SAM) to confirm consultant's eligibility at <https://www.sam.gov>.

VIII. QUESTIONS

The solicitation is available electronically as a download at www.stocktonport.com, Business tab, Bids/Proposals section. Respondents are solely responsible for determining if any addenda have been issued. Addenda will be published on this same website.

Potential Respondents may submit questions as to the intent or clarity of this solicitation by written email to Janice Dias, Procurement Officer, at procurement@stocktonport.com by 5:00 PM PST, October 16, 2025. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. Oral and other interpretations or clarifications will be without legal effect.

It is the responsibility of all potential Respondents to check the District's website and ensure that all addenda have been acknowledged by submitting the 'Acknowledgment of Receipt' included within each addendum before submitting a proposal.

IX. APPENDICES

APPENDIX A: Respondent Questionnaire

APPENDIX B: Stockton Port District Services Agreement & Minimum Insurance Requirements

APPENDIX C: Transportation Worker Identification Credential (TWIC) Information Sheet

APPENDIX A: Respondent Questionnaire

1. COMPANY AND CONTACT INFORMATION:

COMPANY NAME: _____

TELEPHONE #: _____

ADDRESS: _____

FEIN: _____

☐ Corporation

☐ Partnership

☐ Sole Proprietor

CONTACT PERSON FOR PROPOSAL: _____

E-MAIL ADDRESS*: _____

**The District may attempt to contact Respondent via email. Please provide additional email contact information if available.*

ALTERNATE EMAIL CONTACT*: _____

2. List and explain any possible conflicts of interest below. Conflicts of interest may include, but not be limited to: (1) financial interest with any official, employee or other representative of the District by the Firm or its Principal(s); (2) financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Firm's services. **If NO conflict exists, write NONE below.**

(Please attach additional pages if necessary)

3. Has the Firm been a party to any litigation, bankruptcy, or reorganization for any reason?

☐ YES ☐ NO

If YES, provide dates and resolution: _____

4. Has the Firm, or any officer or employee of the company who has a proprietary interest in the company, ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

☐ YES ☐ NO

If YES, explain the circumstances: _____

5. Provide a minimum of three (3) references with a brief description of successful scope completion within the last five (5) years. Scope of referenced contracts shall be directly related to the scope described in this RFP. A minimum of two (2) of these references with experience must be representative of a public agency. *(Please attach additional pages if necessary)*

(1) Contract Description: _____

Reference Company Name: _____ Contract Amount: \$ _____

Contact Name: _____ Contact Email: _____

(2) Contract Description: _____

Reference Company Name: _____ Contract Amount: \$ _____

Contact Name: _____ Contact Email: _____

(3) Contract Description: _____

Reference Company Name: _____ Contract Amount: \$ _____

Contact Name: _____ Contact Email: _____

6. **TWIC.** Does Contractor employ staff that possess a valid TWIC (Transportation Worker Identification Credential) eligible to provide services to the District's TWIC-restricted areas? ☐ YES ☐ NO*

If YES, please attach photocopies of valid TWIC for applicable contractor staff.

*If NO, please note the possession of a TWIC is an optional requirement to respond to this solicitation, though TWIC will be required for the selected service provider and sub consultants by contract start date. Transportation Worker Identification Credential (TWIC) is required by the Department of Homeland Security (DHS) for certain restricted sites within the District.

7. **SUBCONSULTANTS:** Does the Respondent intend to utilize any sub-consultants or sub-contractors to deliver the services described herein?

☐ YES ☐ NO

If yes, please include the sub-consultant(s) information as indicated in Section III, Submittal Requirements, Mandatory Submittal Requirements.

8. **SIGNATURE.** This Appendix A, Respondent Questionnaire, has been signed by a signatory with the authority to bind the Firm. By signing this document, through the undersigned representative who has the authority to bind the Firm, and by submitting this proposal in response to this solicitation, the Firm agrees to the following:

- a. To be bound by this proposal for a minimum of 90 days from the date proposals were due.
- b. All addenda have been received and acknowledged by the Firm for this solicitation.

SIGNED BY:

x _____
Signature

Printed Name

Title

Date

APPENDIX B: Stockton Port District Services Agreement

STOCKTON PORT DISTRICT STANDARD AGREEMENT

1. This Agreement is entered into between the Stockton Port District ("Port") and _____ ("Contractor") to provide _____ as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:

Commences on: JANUARY 1, 2026

Terminates on: DECEMBER 31, 2028

- YEAR 1: JANUARY 1, 2026 – DECEMBER 31, 2026
- YEAR 2: JANUARY 1, 2027 – DECEMBER 31, 2027
- YEAR 3: JANUARY 1, 2028 – DECEMBER 31, 2028
- YEAR 4 OPTION: JANUARY 1, 2029 – DECEMBER 31, 2029
- YEAR 5 OPTION: JANUARY 1, 2030 – DECEMBER 31, 2030

3. The maximum not to exceed amount to be paid to Contractor for YEARS 1 – 3, and YEARS 4 and 5 options of this Agreement, including if authorized, reimbursement of expenses, are detailed below:

- **YEAR 1: \$ _____**
- **YEARS 2 and 3, and YEARS 4 and 5 OPTIONS:** The not to exceed amounts shall be based on the fiscal year budget and determined in an Amendment per Exhibit C, Item 8.

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance & Indemnity
- (c) Exhibit C – General Terms & Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G – Special Funding Terms & Conditions

(If applicable check box) YES ☐

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.): _____

x _____

Authorized Signature

Date

Printed Name and Title of Person Signing

Address

STOCKTON PORT DISTRICT

x _____

Kirk DeJesus, Port Director

Date

ATTEST:

APPROVED AS TO FORM:

Herum Crabtree Suntag, Port Counsel

x _____

Paula J. O'Keefe, Director of Finance and Accounting

BY: _____

**EXHIBIT A
STATEMENT OF WORK**

Agreement Number:

1. Scope

1.1 Attached Proposal dated _____ shall become part of this Exhibit A.

2. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: _____ _____ _____ _____	Port: Stockton Port District Attn: Port Director 315 Fyffe Avenue Stockton, CA 95203
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3. Key Personnel

(Name and contact information Key Personnel working on the Project.)

4. Option to Renew

The term of the Agreement may be extended with a maximum of two (2) one-year renewals by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed five (5) years.

**EXHIBIT B
INSURANCE**

Agreement Number:

Stockton Port District
Minimum Insurance Requirements for
Contracts and Professional Services Agreements
As of 3/1/2024

Coverage shall be at least as broad as Insurance Services Office (ISO) CGL Policy CG 00 01. No modifications or endorsements are allowed that would reduce, limit, restrict, or exclude coverage under the standard unmodified ISO CGL policy coverages. Port acceptance or approval of Insurance required by this agreement does not in any way relieve the Service Provider from liability under this agreement. Minimum Coverage Requirements are:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Service Provider (use how Service Provider is referred to in template contract) has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. ***(Not required if Service Provider provides written verification that driving will not be part of scope of work, all services will be virtual.)***
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. ***(Not required if Service Provider provides written verification it has no employees.)***
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Service Provider's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Service Provider maintains broader coverage and/or higher limits than the minimums shown above, the Port requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Port.

The insurance policies are to contain or be endorsed to contain the following provisions in each contract. Port reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

1. **Additional Insured Status**

The Port, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Service Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

2. **Primary Coverage**

For any claims related to this contract, the **Service Provider's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the Port, its officers, officials, employees, and volunteers. Any insurance or self- insurance maintained by the Port, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

3. **Umbrella or Excess Policy**

The Service Provider may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured,, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.

4. **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Port.

5. **Waiver of Subrogation**

Service hereby grants to Port a waiver of any right to subrogation which any insurer of said Service Provider may acquire against the Port by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Port has received a waiver of subrogation endorsement from the insurer.

6. **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Port.

7. Verification of Coverage

Service Provider shall furnish the Port with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Port before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Service Provider's obligation to provide them. The Port reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Port reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. Subcontractors

Service Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Service Provider shall ensure that Port is an additional insured on insurance required from subcontractors.

Failure to comply with these requirements shall be considered a material breach of contract. Service Provider has read and understands the above requirements and agrees to be bound by them for any work performed for the Port.

**EXHIBIT C
GENERAL TERMS AND CONDITIONS**

Agreement Number:

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to Port the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.
2. **Port Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, Port shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.
3. **Compensation.** Port shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.
 - 3.1 Invoices submitted by Contractor to Port must contain a brief description of work performed, time spent and Port contract number. Within thirty (30) days of receipt of Contractor's invoice, Port will review invoice, and if acceptable make payment on approved invoice.
 - 3.2 Upon completion of work and acceptance by Port, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by Port upon receiving a written request thirty (30) days in advance of said time limitation. The Port shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the Port, after the work is accepted by the Port.
4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.
5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the Port. Any and all copyrightable subject matter in all materials is hereby assigned to the Port and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the Port upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the Port, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the Port provides prior written consent.

6. **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the Port.

7. **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for Port to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with Port and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, Port will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. **Contractor's Status.**

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the Port for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of Port. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Port. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the Port. No agent, officer or employee of the Port is to be considered an employee of the Contractor. It is understood by both Contractor and Port that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to Port only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to Port's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

4. **Subcontractor.**

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with Port. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to Port for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that all Subcontractors must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Subcontractors personnel.

11. Termination.

11.1 Termination for Convenience of Port. The Port may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the Board of Port Commissioners for the purposes of this Agreement. No legal liability on the part of the Port for any payment may arise under this Agreement until funds are made available and until the Contractor has received notice of funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the Port loses funding for any reason, the Port, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the Port, and then only upon such terms and conditions as Port may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify Stockton Port District and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection

with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Stockton Port District. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in the manner set forth in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications and Permits. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. Records and Audits. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the Port to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by Port or, if not prescribed by Port, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of Port reports, information or conclusions.

20. Conflicts of Interest. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the Port. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the Port.

21. Waiver. In the event either Port or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by Port shall operate as a waiver on the part of Port of

any of its rights under this Agreement.

22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. No Personal Liability. No official or employee of Port shall be personally liable to Contractor in the event of any default or breach by the Port or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or Port statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the Port's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The Port requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be

exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the Port; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and Port Director.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. General. The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of this Exhibit D, then unless a different intention is stated, the provision(s) of this Exhibit D shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations cannot be reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provisions shall remain in effect.

3. Time for Performance.

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the Port, nor is any party entitled to be reimbursed by the Port, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the Port.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar

requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Port and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Port and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Port does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the Port's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the Port. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the Port. The Port will not make any federal or state tax withholdings on behalf of Contractor. The Port shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and

shall provide Port with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the Port, which consent the Port will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The Port may at any time in writing notify Contractor that the Port will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the Port may require furnish the Port such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Port. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give Port prompt notice of any such legal or governmental demand and reasonably cooperate with Port in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the Port and all such rights shall belong to the Port, and the Port shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the Port various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the Port. The Port may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the Port made this Agreement or for which the Port intends to use the Deliverables. If the Port determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is not possible to do so, within 30 days after receipt of notice from the Port specifying the failure, then the Port, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the Port. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in

no way relieve Contractor of its commitments under this Agreement.

11. Applicable Laws

Deliverables must conform to all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

EXHIBIT E COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is \$ tbd (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including Port approved reimbursable expenses, if any. Nothing in this Agreement requires the Port to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the Port for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the Port and accepted by the Port as being satisfactory to Port’s needs. The Port shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the Port’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The Port will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed ____%.

2. **Task Price.** Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

- See Hourly Rates

3. **Hourly Rates.** The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

Hourly Billable Rate Schedule

Title	Role on Project	Hourly Billable Rates
		\$
		\$
		\$
		\$

4. **Additional Fees.** Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

Title	Unit Price
	\$

5. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

Email: accountspayable@stocktonport.com

US Mail: Port of Stockton Accounts Payable Department
PO BOX 2089
Stockton, CA 95201-2089

Secure Portal: Vendors may register on the secure portal at <https://stocktonportdistrictca.tylerportico.com/va/vendor-access/registration> to submit invoices electronically with access to historical transactions.

**EXHIBIT F
TIMELINE**

1. Contractor shall complete the requested services identified in Exhibit A as follows:

1.1 TIMELINE FOR COMPLETION OF WORK

1.1.1 (insert deliverable title) (insert duration i.e. 1 week)

1.1.2 (insert deliverable title) (insert duration i.e. 1 day)

1.1.3 (insert deliverable title) (insert duration i.e. 3 weeks)

APPENDIX C: Transportation Worker Identification Credential (TWIC)

What is TWIC? The Transportation Worker Identification Credential, also known as TWIC®, is required by the Maritime Transportation Security Act for workers who need access to secure areas of the nation's maritime facilities and vessels. The Transportation Security Administration (TSA) conducts a background check to determine a person's eligibility and issues the credential.

General information available at <https://www.tsa.gov/twic>

How to Apply

- Pre-enroll using the online application at <https://tsaenrollmentbyidemia.tsa.dhs.gov> or complete the entire process in person at an application center <https://tsaenrollmentbyidemia.tsa.dhs.gov/locator>
- Schedule an appointment online at <https://www.tsa.gov/twic> or call (855) 347-8371 weekdays, 8 a.m. to 10 p.m. ET. Walk-ins are welcome but appointments take priority.
- Visit a TWIC application center to:
 1. *Provide required documentation, be fingerprinted and take a facial photo.*
 2. *First-time applicants pay \$124 non-refundable fee valid for five years with a credit card, money order, company check or certified/cashier's check.*
 3. *Your card can be mailed to your home address or picked up at the application center.*

Local TWIC Office: IdentoGO

17A West Fyffe Avenue

Stockton, CA 95203-4915

Adjacent to Port's West Complex entrance

Stockton TWIC Office Hours:

Tuesday / Wednesday / Thursday

7:30 AM - 10:20 AM and

10:40 AM - 11:40 AM and

12:40 pm – 2:00 PM and

2:20 pm – 4:30 PM

TWIC office is CLOSED Friday / Saturday / Sunday / Monday

This sheet is provided as INFORMATION ONLY. Contractor shall visit www.tsa.gov/twic to verify eligibility and further information.