

**SAN DIEGO UNIFIED PORT DISTRICT  
PURCHASE AGREEMENT  
FOR  
IMPERIAL BEACH SURVEILLANCE CAMERA SYSTEM**

**Purchase Agreement No. 122-2021MA**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and INNOVATIVE SIGNAL ANALYSIS, INC., a Texas Corporation (Vendor).

The parties agree:

1. **BID PROPOSAL PACKAGE:**

- (A) Vendor has carefully examined Request for Bids (RFB) No. 21-26MA for the materials to be furnished by Vendor. RFB Specifications are attached as Exhibit A, and Vendor understands the meaning, intent and requirements contained therein.
- (B) Vendor agrees to furnish the materials to the District by the delivery date specified in strict conformity with the specifications therefore, for the prices quoted and in accordance with conditions herein.
- (C) Vendor agrees to all terms set forth in RFB 21-26MA.
- (D) This Purchase Agreement is for the goods to be received for an Imperial Beach Surveillance Camera System, and will be incorporated into a larger District Purchase Order (PO) based on District Requisition No. 48259. Terms of the services associated with this purchase will be covered by separate Agreement No. 122-2021MA.

2. **RECEIPT OF GOODS:**

The goods will be deemed received by District when delivered to District at 1400 Tidelands Avenue, National City, CA 91950, which shall hereinafter be referred to as the "Place of Delivery."

3. **RIGHT OF INSPECTION:**

District will have the right to inspect and accept or reject the goods when received at the Place of Delivery, and the right, within ten (10) business days after receipt, to give notice to Vendor of any claim for damages on account of the condition, quality, or grade of the goods. The District retains the right to inspect and accept or reject any goods to be delivered to a bailee, as if such were delivered to the District itself, and in such instance, Vendor will tender to District a valid and adequate negotiable document of title covering the goods or written acknowledgement from the bailee of the District's right to possession of the goods. Any attempt by District to correct any of the goods delivered in a defective or non-working condition will not constitute an acceptance of such goods where such efforts are commercially reasonable in extent and cost, and District may subsequently revoke its acceptance and reject the goods where the attempt to correct such defect has proved unsuccessful.

4. **REJECTED GOODS:**

On receipt of notification of rejection of goods, Vendor will immediately arrange to receive back the rejected goods at Vendor's expense, and [Parties to initial clause below]:

<u>JK</u> Vendor	<u>                    </u> District	Ship conforming goods within ten (10) business days of notice of rejection, unless District notifies Vendor to forego such shipment in its notification of rejection of goods.
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5. **RISK OF LOSS:**

The risk of loss from any casualty to the goods, regardless of the cause, will be on Vendor up to the time of receipt of the goods by District at the Place of Delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such risk will be on District, including any goods thereafter returned to Vendor until their receipt by Vendor.

6. **TRADE NAMES:**

Certain materials may be designated in the specifications by a trade name or the name of a manufacturer. Materials which are "an equal" item of equal quality and the required characteristics for the purpose intended will be permitted.

7. **DELIVERY:**

(A) Delivery shall be made within the time set forth on the Purchase Order. Time is of the essence as to delivery.

(B) Vendor shall not be held liable for failure to make delivery because of strikes, conscription of property, governmental regulations, acts of God or any other causes beyond control of vendor, provided a written extension of time to make delivery is obtained from the Executive Director of District or authorized designee.

8. **FIRM PRICES:**

Prices of a bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation the maximum limit shall be shown. If no limit is set to this escalation, the bid shall be rejected. In the event of a decline in market price(s) below the price(s) bid, District shall receive the benefit of such decline.

9. **ROYALTIES AND PATENTS:**

The successful vendor shall pay all royalties and patent fees. Said Vendor shall defend all suits and claims for infringements of any patent rights and shall save District harmless from loss on account thereof, including reasonable attorney's fees.

10. **TAXES:**

District shall furnish Exemption Certificates for Federal Excise Tax. District shall pay the State, City and County Sales Taxes. However, sales tax is to be added by the Vendor to the net amount invoiced.

11. **ASSIGNMENT:**

No assignment by either party of any rights, including rights to moneys due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement, will be binding upon the other party until its written consent has been obtained.

12. **CALIFORNIA LAW:**

The validity, construction, and interpretation of this bid and any Agreement shall be governed by the laws of the State of California.

13. **FEDERAL GRANT REQUIREMENTS:**

Where applicable, District and Vendor shall adhere to the following Federal requirements:

**Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141](#)-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141](#)-3144, and 3146-3148) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity

must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and 3704, as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part](#)

[1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**14. PAYMENT:**

Payment for the materials shall be made for materials which shall be due and payable only upon acceptance by the District after the materials have been delivered and inspected and tested for compliance with the specifications

**15. ANTITRUST CLAIMS:**

These provisions are included in this Agreement as required by California Government Code Section 4550 et seq: In submitting a bid to the District, the Vendor offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, materials or services by the Vendor for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the vendor, without further acknowledgment by the parties.

**16. VENDOR'S WARRANTIES:**

In addition to any manufacturer's warranties associated or provided with the goods, copies of which shall be delivered by Vendor with the goods and their incorporation herein shall be deemed made by this reference, without attachment, as though fully set forth herein, Vendor expressly warrants that the goods are fit for the purpose to which Buyer desires the goods to be used (new and unused goods).

Furthermore, the parties intend that the provisions of Division 2 of the California Uniform Commercial Code ("CUCC") will apply to this Section, except where this Contract may expressly provide otherwise, and thereby Vendor intends all implied warranties there under, without limitation by reference herein, to apply to this Contract, including, but not limited to: (i) a warranty that the goods are now free, and at the time of delivery will be free, from any security interest or other lien or encumbrance, (ii) a warranty that at the time of signing the Contract, Vendor neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Vendor in the goods, (iii) a warranty that the goods are of merchantable quality, and (iv) a warranty that the goods are fit for the purpose to which Buyer desires the goods to be used.

**17. INDEMNIFICATION:**

Vendor agrees to indemnify, defend and hold harmless District, its officers, agents, and employees, from and against any and all claims, liabilities, damages, demands, losses, costs, and expenses including reasonable attorney's fees arising directly or indirectly out of the obligations of this Agreement, except claims arising through the sole negligence or willful misconduct of the District.

**18. COMPLIANCE WITH LAWS:**

The Parties will comply with all applicable governmental laws, regulations, orders, and other rules of duly constituted authorities.

**19. TERMINATION:**

The District also reserves the right, at any time prior to delivery and acceptance of the goods and after delivery of written notice to Vendor at the above address or fax number, to terminate this Agreement, with or without cause, even though there has not been any act or omission sufficient to constitute an anticipated or actual breach of the Agreement or of any implied warranty. Termination of this Agreement in accordance with the section will serve to release both Parties from any further obligations hereunder, including but not limited to delivery of and payment for the goods.

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**20. NOTICES:**

All notices and other communications required or authorized under this Agreement will be given in writing by: (i) personal delivery, (ii) registered mail or overnight express delivery service or (iii) email. Each party will advise the other promptly of any change in its address. It is an express condition of this Agreement that this contract shall not be complete or effective until signed by the Executive Director or designee on behalf of the District.

**VENDOR:**INNOVATIVE SIGNAL ANALYSIS, INC.

Vendor's Legal Entity Listing (DBA, etc)

Jonathan RayOct 26, 2021

Vendor's Signature

Date

Jonathan RayCommercial Products Sector Director

Signatory's Printed Name

Title

**SAN DIEGO UNIFIED PORT DISTRICT:**Kirk NicholsActing Chief of Harbor Police

Printed Name

Title

SignatureDate**APPROVED AS TO FORM AND LEGALITY:**

General Counsel

By: Assistant/DeputyDate

## **EXHIBIT A SPECIFICATIONS**

### **CAMERA OPERATIONAL REQUIREMENTS**

- Persistent visual domain awareness of very wide areas being surveilled.
- Continuous 90-degree Field of View regardless of pan / tilt / zoom camera function with full resolution video (1920x 41656X200m) Still image min quality of 80 megapixel.
- High resolution video zoom- in/out and video data capture without loss of full video.
- Advanced motion detection and situational awareness. Ability to detect motion and filter data to identify and track objects once identified to maintain awareness for Homeland Security applications and Public Safety situations.
- Full resolution telephoto images over 90 degrees field of view.
- Minimum camera range of twenty (20) kilometers.
- Covers coastal waters west of Imperial Beach.
- Ability to detect through marine layer.
- Field of view not impacted by water reflection.
- Ability to integrate with existing situational awareness systems and software.
- Ability to support multiple users (30 simultaneous users with full PTZ control to track multiple targets).
- Required integration into the Joint harbor Operation Center in support of OPSG (Operation Stonegarden) initiatives

### **I.T. INTEGRATION**

- Radio Antenna
  - Radio model and frequency capable of meeting maximum proposed equipment bandwidth requirements in the installed environment.
  - Point to Point (PTP) radio solution.
  - An effective minimum range of 15-kilometers.
  - Minimum of four (4) point to point radios.
  - Minimum bandwidth requirement 130Mbps.
- Switch
  - One (1) network switch comparable to Cisco3560-CX/CG.
- Server
  - Server Component must support virtualization in a VMware hypervisor.
- General Requirements
  - Additional equipment and/or software which reduces latency related to re-acquiring lost data signals, and camera re-start.
  - Solution should provide connectivity with all necessary hardware to connect to existing fiber network.
  - Appropriate level of support and maintenance of camera and all software and/or hardware integrated into existing network and exposed to harsh maritime environment.
  - Installation hardware must be compatible with and address the harsh coastal marine environment.



## INSTALLATION

- Marine Safety Center (IB Life Guard Building)
  - Hardware
    - One (1) Camera, associated power and network cabling
    - One (1) Radio Antenna, associated power and network cabling
    - One (1) Switch, associated power and network cabling
  - Labor
    - Mounting of camera and radio antenna on GS supplied mounting pole
    - Install switch in Watch Tower.
    - Connect camera and radio to vendor supplied switch.
    - Configuration of hardware
- Coronado Shores, Las Flores Building
  - Hardware
    - Two (2) Radio Antennas, associated power and network cabling
  - Labor
    - Mounting of Radio Antenna on existing mounts.
    - Configuration of hardware
- Crosby Street
  - Hardware
    - One (1) Radio Antenna, associated power and network cabling
    - One (1) Mounting hardware for Radio Antenna
  - Labor
    - Install mount and radio antenna on existing Port owned 40' pole.
    - Connect radio to existing network equipment located at the bottom of the pole.
    - Configuration of hardware

Installation must be completed by May 31, 2022 unless otherwise authorized by District.