

# REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

OCTOBER 20, 2020

TITLE:

**APPROVE A MASTER SERVICES  
AGREEMENT WITH SIEMENS, INC. FOR  
CITY-WIDE SECURITY SYSTEM  
MAINTENANCE AND ENHANCEMENTS IN  
THE AMOUNT OF \$2,182,870  
(GENERAL FUND AND NON-GENERAL  
FUND)**

/s/ Kristine Ridge

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1<sup>st</sup> Reading
- ☐ Ordinance on 2<sup>nd</sup> Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

FILE NUMBER \_\_\_\_\_

## **RECOMMENDED ACTION**

Approve a three-year agreement with Siemens, Inc. for video security system maintenance and system enhancements for the period of November 1, 2020 through October 31, 2023, with two one-year options for renewal, in an amount not to exceed \$2,182,870, which includes a 10 percent contingency (\$198,443), subject to non-substantive changes approved by the City Manager and City Attorney.

## **DISCUSSION**

In 2010, the City of Santa contracted with Siemens, Inc. to design and build a complete video security system for the Police Administration Building and the Orange County Civic Center. The Orange County Civic Center is located in the center of Santa Ana (County Seat) and houses key federal, state, county, and local governmental facilities. After conducting a comprehensive site vulnerability assessment, a gap in the protection capabilities of the Historic Downtown District and Police Detention Facility was identified, and funds were used to enhance the physical security of both areas. The current integrated video security system provides law enforcement and agencies at all levels of government the ability to maintain real-time situational awareness within the area, and increases their capability to support investigations through the review of stored video.

Currently, there are 417 cameras, including seven Code Blue Help Points, comprising the City's system. This includes cameras in the following locations: Police Administration Building, Civic Center, Historic Downtown District, Police Detention Facility, Main Library, the Garfield Community Center, Roosevelt Walker Community Center, Madison Park, Chepas Park, Santa Anita Park, Windsor Park, Memorial Park, and Jerome Park. The existing system is an over-arching network of camera and software subsystems that are federated. This means that though they each have some autonomy, they are all connected to the Police Department's dedicated data center, which houses the main control servers. All were installed, designed, and configured by Siemens' Infrastructure & Cities team. The overall system has demonstrated its value repeatedly in proactive policing efforts, criminal and administrative investigations, and within the court system.



The City's current agreement with Siemens for the maintenance of the system is set to expire on October 31, 2020. In order to ensure maintenance services continue uninterrupted, on April 22, 2020, the Police Department issued a request for proposals (RFP No. 20-053) for video security system maintenance and system enhancements, and offers were solicited. A summary of the RFP's and offer received is as follows:

120	Vendors notified
40	Vendors downloaded the RFP
10	Santa Ana vendors notified
3	Proposals received

#### Outreach Efforts

The Purchasing Division advertised this project through the City's online bid management and publication system, which directly notified 10 Santa Ana vendors. Two Santa Ana vendors downloaded the RFP and one submitted a proposal for consideration (Datagear, Inc.).

On February 25, 2020, a pre-proposal conference was conducted, and on April 22, 2020, the City received proposals from three firms. 3D Technology Services, Datagear, Inc., and Siemens Industry, Inc. each submitted proposals for consideration. An evaluation committee consisting of representatives from the Police Department Field Operations Bureau and Police Department Information Services Division reviewed and rated the three proposals. The proposals were evaluated according to Responsiveness to RFP (20%), Product Service Offering (30%), Experience of Firm (30%), and Reasonableness of Cost (20%), as stated in the RFP. The results of the RFP Evaluation are as follows:

Vendor	Score
Siemens Industry, Inc.	89
Datagear, Inc.	77
3D Technology Services	59
100 point maximum	

#### Maintenance

Siemens Industry, Inc. (Siemens) was the most responsive, capable, and cost effective respondent. Siemens will perform regular maintenance on all system components, including preventative maintenance, quarterly inspections, and testing on all covered equipment. Siemens will also provide real-time 24/7 systems integrity/ compliance monitoring and diagnostic reporting of system components (servers and storage, core network, and edge network components), and repair and support services for the cameras, servers, VSS network components, software, licensing, and extended warranty "repair and replacement". Many of the cameras are positioned in elevated locations. Siemens will provide boom trucks and other equipment required to service hardware components in elevated locations. This agreement also provides a Video Archiving Warranty, maintaining compliance with California Government Code 34090.6.



The annual maintenance cost for Years 1-5 of the agreement are as follows:

YEAR	COST
1	\$292,000
2	\$292,000
3	\$300,760
4	\$300,760
5	\$309,782
<b>TOTAL</b>	<b>\$1,495,302</b>

The agreement also includes a 10 percent maintenance contingency (\$149,530) for unanticipated work and repairs, for a total not to exceed amount of \$1,644,832 for five years of maintenance. The agreement stipulates that maintenance costs for years 2 through 5 are contingent upon UASI grant funding. Staff will seek City Manager approval to add years 4 through 5 of maintenance services once UASI grant funding has been recognized, appropriated, and allocated for this project.

#### System Enhancements

In addition, the City's Public Works Agency has expressed a desire to enhance the City's video security system by adding several planned projects. In efforts to minimize vandalism and for the safety of staff and community members, Police Department, Public Works Agency and Risk Management staff evaluated the following sites and identified the sites as key locations in need of new or augmented video surveillance systems.

Install cameras and necessary hardware at City Yard	\$173,870
Install cameras and necessary hardware at Santa Ana Regional Transportation Center (SARTC)	\$77,384
Install cameras and necessary hardware at Newhope Library	\$49,948
Install cameras and necessary hardware at Police Athletic/Activities League (PAAL)	\$34,654
Install cameras and necessary hardware at City Council Chambers Entrance	\$30,396
Install cameras and necessary hardware at City Hall	\$51,373
Install cameras and necessary hardware at the Main Library	\$6,500
Estimated Annual Maintenance	\$65,000
Total Contingency	\$48,913
<b>Total Cost for System Enhancements</b>	<b>\$538,038</b>

The cost to install the necessary cameras and backbone hardware (data-center) to handle subsystems at these sites totals \$424,125. The agreement also includes annual maintenance for these new sites (\$65,000), and a 10 percent contingency (\$48,913), for a total amount of \$538,038 for these system enhancement projects.

Funding for the installation of cameras and hardware for the sites referenced above has not yet been identified. The intent is to establish spending authority within this agreement, then identify funding and utilize the Notice to Proceed process to commence work at these locations.

#### **FISCAL IMPACT**

Funds for the maintenance services included in this agreement will be appropriated in future fiscal year budgets as follows:

<b>Fiscal Year</b>	<b>Accounting Unit- Account #</b>	<b>Accounting Unit, Account Description</b>	<b>Amount</b>
FY 2021-22	12514407-62300	UASI Cal OES Santa Ana	\$321,200
FY 2022-23	12514491-62300	UASI Cal OES Anaheim	\$321,200
FY 2023-24	12514407-62300	UASI Cal OES Santa Ana	\$330,836
FY 2024-25	12514491-62300	UASI Cal OES Anaheim	\$330,836
FY 2025-26	12514407-62300	UASI Cal OES Santa Ana	\$340,760
		<b>Five-Year Total</b>	<b>\$1,644,832</b>

In addition, the total amount included in this agreement for system enhancement projects is \$538,038. Prior to proceeding with the installation of the system enhancement projects identified above, Public Works staff must receive Finance & Management Services Agency approval prior to proceeding with the Notice to Proceed process for each site. The amount of the agreement for maintenance (\$1,644,832) and system enhancement projects (\$538,038) shall not exceed \$2,182,870.

Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

Submitted By: David Valentin, Chief of Police - Police Department  
Nabil Saba, Executive Director - Public Works Agency

Exhibits: 1. Security and Surveillance Maintenance Agreement with Siemens



**MASTER SERVICES AGREEMENT FOR THE ON-GOING CITY-WIDE  
VIDEO SURVEILLANCE SYSTEM TO PROVIDE  
MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT is made and entered into this 20<sup>TH</sup> day of October, 2020 by and between Siemens Industry, Inc., ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

**RECITALS**

- A. In 2010, the City, through the Santa Ana Police Department ("Department"), began the implementation for the design, build, installation, maintenance and other related services to enhance the video security enhancement program (the "Program") and provide video monitoring services security/surveillance to protect and monitor critical City facilities and infrastructure. Since this program went into effect, approximately 414 security/surveillance cameras have been put into service.
- B. The current system encompasses a network of camera and software systems that work in tandem to connect to the Department's dedicated data center which houses the main control servers. The system has demonstrated its value repeatedly in pro-active policing efforts, criminal and administrative investigations, and within the court system.
- C. On April 22, 2020, the Department issued a Request for Proposal No.20-053 ("RFP"), seeking a qualified vendor to provide maintenance and repair services for the City's Public Safety Video Surveillance System, and potential installation services on an as-needed basis. The selected vendor would be responsible for working closely with the Department's Project Team and other City Stakeholders, in order to maintain the system's efficiency and operational currency within the industry.
- D. Consultant submitted a timely proposal which was selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in the RFP.
- E. In undertaking the performance of this Agreement, Consultant represents that it will perform such services in a professional manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar field and conform to the standards of practice observed on similar, successfully completed projects for the City. Consultant agrees that, if the services are not so performed, in addition to all of its obligations under this agreement and at law, Consultant shall re-perform or replace unsatisfactory work or services at no additional expense to City.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:



**1. SCOPE OF SERVICES**

- a. Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Exhibits A & B**, attached hereto and incorporated by reference. Consultant's proposal is incorporated by reference as though fully set forth herein.
- b. Consultant shall perform Security Upgrades to the existing security infrastructure at multiple locations across the City as detailed in **Exhibit A**.
- c. Consultant shall also provide all-inclusive maintenance for the entire City system and locations detailed in **Exhibit B**.

**2. COMPENSATION**

- a. The total amount to be expended for services during the term of this Agreement, including any extension periods, shall not exceed \$2,182,870. This amount is comprised of the base sum of (1) \$1,984,427 and (2) a 10% contingency of up to \$198,443 for additional costs or services as may be directed by the City.
- b. City agrees to pay, and Consultant agrees to accept as payment for its services for City, the rates and charges identified in **Exhibits A & B** and incorporated by reference to this Agreement. Additional invoices submitted for work performed are subject to Section 4 below regarding work/change orders.
- c. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

**3. TERM**

- a. This Agreement shall commence on November 1, 2020, for a three (3) year term until October 31, 2023, unless terminated earlier in accordance with Section 18, below. The term of this Agreement may be extended for two (2) one (1) year periods upon a writing executed by the City Manager and City Attorney.
- b. The parties agree and understand that all term dates in Exhibits A & B shall be reflective of the dates in Section 3.a., above.

**4. WORK/CHANGE ORDERS**

During the term of this Agreement, City may provide to Consultant one or more written work orders, change orders, delivery tickets, or other instruments, requests or established procedures with Consultant, which shall act to require Consultant to supply or perform those



services. Each request, regardless of form, shall be deemed a work/change order governed by and subject to the terms and conditions of this Agreement.

## **5. AMENDMENTS**

Any work/change order that contains any terms contrary to those within this Agreement shall be void, unless City and Consultant have expressly agreed in a writing, requiring approval by the City Manager and the City Attorney's office. Consultant agrees and understands that substantive changes to the terms of the Agreement are subject to approval by the City Council.

## **6. QUALIFIED PERSONNEL; NO ASSIGNMENT/SUBCONTRACTING**

- a. Services performed under this Agreement shall be performed only by competent personnel under the supervision and employment of Consultant. Consultant will confirm with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by Consultant.
- b. Consultant is prohibited from assigning or subcontracting this Agreement or any part of it unless such action is approved by City in writing. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

## **7. PREVAILING WAGES**

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

## **8. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.



## **9. OWNERSHIP OF MATERIALS**

- a. When this agreement is terminated, Consultant agrees to return to City all documents, drawings, photographs and other written or graphic materials, however produced, that it received from City, its contractors or agents, in connection with performance of its services under this Agreement. All materials shall be returned in the same condition as received.
- b. Any interest of Consultant or its subcontractors in studies, reports, memoranda, computational sheets, original drawings, plans, designs, maps or other documents prepared in connection with services to be performed under this Agreement, shall become the property of the City. Consultant may, however, retain one copy for its files. Such documents, even if the agreement is terminated, shall be the property of the City and may be used as it determines appropriate.

## **10. INSURANCE**

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. **Business automobile liability insurance,** or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. **Worker's Compensation Insurance.** In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.

- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
  - i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
  - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
  - iv. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement
  - v. Consultant shall supply City with a fully executed additional insured endorsement.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

## **11. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.



## 12. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (5) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## 13. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

## 14. CERTIFICATIONS

The funds used to pay for this Agreement will be partly comprised of federal grant funds. Consultant agrees and understands that it will comply with the terms of the Certifications attached hereto as **Exhibits C, D, E, and F**, incorporated by reference into this Agreement. Consultant is referenced as Contractor in Exhibit C. Consultant shall keep itself informed of all City, State and Federal laws and regulations which may, in any manner, affect the performance of its services pursuant to this Agreement. Consultant shall at all times, observe and comply with all such laws and regulations. City and its officers and employees shall not be liable at law or in equity by reason of the failure of the Consultant to comply with this paragraph.

## 15. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services. Conflict may be further specified in **Exhibit C**, attached hereto and incorporated in this Agreement by reference.

## **16. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations and as further specified in **Exhibit C and F**, attached hereto and incorporated in this Agreement by reference.

## **17. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

## **18. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

## **19. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.



## **20. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **21. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **22. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.
- c. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This clause shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.

## **23. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Chief of Police  
City of Santa Ana  
Santa Ana Police Department  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, California 92702  
Facsimile: (714) 245-8116

To Consultant:

Siemens Industry, Inc.  
Michael Dietsch, Enterprise Account Executive  
10775 Business Center Drive  
Cypress, CA 90630  
Fax: 866-289-3006

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

[signature page to follow]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

**CITY OF SANTA ANA**

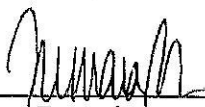
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Daisy Gomez  
Clerk of the Council

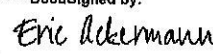
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Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

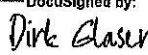
SONIA R. CARVALHO  
City Attorney

**SIEMENS INDUSTRY, INC.:**

By:   
\_\_\_\_\_  
Tamara Bogosian  
Senior Assistant City Attorney

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CE3E998D242644C...  
By: Eric Ackermann  
Title: Pacific Vice President

**RECOMMENDED FOR APPROVAL:**

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Chelise  
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-07'00'

\_\_\_\_\_  
David Valentin  
Chief of Police

Dirk Glaser  
Senior Director of Finance

**EXHIBIT A**

**SCOPE OF SERVICES – SECURITY UPGRADES AND COSTS**



**STATEMENT OF WORK ("SOW") NUMBER ("No.") SIE-CoSA2020-0001****FOR****"City of Santa Ana Security Upgrades"****BY AND BETWEEN****The City of Santa Ana (CoSA)****And****SIEMENS INDUSTRY INC. ("Consultant")****Version 2.0 September 19, 2020**

This SOW No. SIE-CoSA2020-0001 is made by and between the **City of Santa Ana (CoSA)** and **Siemens Industry, Inc. (Siemens)**. CoSA and Siemens are sometimes in this SOW referred to individually as a "Party" and collectively as the "Parties."

This SOW No. SIE-CoSA2020-0001 is governed by the relevant Purchase Order ("PO") or Change Order ("CO") and the Master Agreement or the terms and conditions as incorporated by reference in the applicable Purchase Order (the "**Agreement**"), between the Parties.. All terms not otherwise defined in this SOW shall have the same meanings ascribed to them in the Agreement or the terms and conditions as listed in the relevant Purchase Order.

**1. Overview:**

CoSA seeks upgrades to the existing security infrastructure at multiple locations across the City. Security Upgrades predominantly include additional HDTV video security cameras, communication devices, infrastructure, power supplies, wireless radios, mounting hardware and electrical conduit and software. Siemens supports the City with maintenance and repair of these systems and it is assumed all described work shall connect to the CoSA city-wide surveillance and security platform. This SOW shall include the following individual system additions that are delineated for budgeting and approval purposes:

1. **City Yard Security-** Installation of video security cameras and connectivity infrastructure at the CoSA City Yard. Cameras are exterior located with wireless, fiber-optic and copper communications. Software and video server + storage has been included in base bid. **\$ 173,870.00**
2. **Santa Ana Regional Transit Center (SARTC)-** replacement of legacy (end of life and support) video management software, servers, and storage. Siemens to replace with City standard Milestone Corporate Xprotect and connect to City networks. No additional cameras have been provided in base bid. **\$ 77,384.00**
3. **New Hope Library-** Installation of a new video security system for the library. Coverage to include indoor and outdoor surveillance. **\$ 49,948.00**



4. **PAAL-** Installation of video security for the PAAL facility. Indoor substation camera, general indoor camera and exterior building surveillance shall be provided in base bid. **\$ 34,654.00**
5. **City Council Chamber Entrance-** General outdoor and plaza security surveillance shall be provided. Rear parking structure camera, included in base bid. **\$ 30,396.00**
6. **City Hall-** Remove and replace current City Hall storage workstation. Move monitoring location to new security office. Upgrade 8 cameras with new digital cameras (media converters). Existing cabling to be utilized. **\$ 47,073.00**
7. **Central Library-** Installation of three new cameras for inclusion in Library coverage (outdoor-2, indoor-1). **\$ 6,500.00**

## 2. Period of Performance

<b>SOW Start Date:</b>	November 01, 2020
<b>SOW Completion Date:</b>	December 31, 2021

## 3. Key Personnel:

**5.1** The following are the primary contact persons for the Parties in this SOW:

Role	Resource Name	Phone	Email
Project Manager	Mark Tarasiak		
Solutions Architect	David Engel		
Systems Engineer	Ismael Ortiz		
Field Engineer	Rob Gaber		
Project Coordinator	Kimberlie Paige		

## 4. Delineated SOW and Budgets:


**City of Santa Ana City Yard Security Upgrades Statement of Work (SOW):**

- Siemens shall provide all software, hardware, equipment, tools, licensing and professional services per this SOW.
- Siemens shall provide a project manager, engineer and field specialist for installation and commissioning of described systems.
- Siemens shall provide all programming and commissioning of systems into the City's Milestone Xprotect System.
- Siemens shall be responsible for all storage and computing calculations and programming of communication routers/switches in conjunction with City IT.
- All equipment shall be provided with a one-year equipment and workmanship warranty.
- Siemens shall furnish and install twenty five (25) fixed and multisensor cameras across the City Yard. Milestone Xprotect camera licenses (25) and support program enrollment shall be included. Cameras shall be installed per the provided schedule of protection map and referenced matrix.
- Siemens shall be responsible for all mounting materials, including pedestal, parapet and corner style, per the drawings and field requirements.
- Siemens shall provide all conduit and cable installation required for described protection plan.
- Siemens shall provide and install wireless radios for communication between buildings. Where existing fiber shall be utilized, Siemens shall provide media converters. Copper cabling shall be provided from cameras to IDF, switches, media converters and radios, as required.
- Siemens shall utilize all existing network switches where available for connection to CoSA network. Siemens shall provide new communication and provide local network, as required for operational system.
- Siemens shall install HP servers and storage for 380days of camera data archival. Storage and servers shall be installed in existing 19" vertical rack enclosures in operations center.
- Training shall be provided for up to 4 persons in a single training session. Not to Exceed 4 hours for single session.
- Siemens engineering documentation shall include site plan and project riser diagram.
- Siemens assumes normal business hours installation.
- Siemens assumes local 110v power shall be utilized for installation of new devices.
- Siemens assumes existing conduits to front gate shall be utilized and available. Siemens excludes new trenching for any part of described scope.

Qty	Component	Part Number	Description
4	Radio	NBE-5AC-Gen2	5GHz Nanobeam AC High-Performance airMAX ac Bridge, Maximum performance with small footprint 450+ Mbps, 15+ km Range
3	Radio	PS-5AC	5 GHz PrismStation
0	Converter	INS-3AF-O-G	Outdoor Power Over Ethernet Converter, Output Ethernet Cable, Gigabit Support
1	Antenna	Horn-5-45	Horn-5-45--5 GHz Horn Antenna, 45
2	Antenna	Horn-5-30	Horn-5-30--5 GHz Horn Antenna, 30
7	Cabling	7136100	GenSPEED Cable, Direct Burial or Duct; CAT 6; 23 AWG; 4 Pair; 1000 ft
4	Switch	WS-12-400-AC	
2	Switch	WS-6-MINI	
1	Rack (Wall Mount)	MRQ351S10	MiniRaQ™ SECURE 6U + 4U - Compact w/ Vented Bottom
8	SFP	GLC-SX-MM	





2	Camera	PNM-9020V	Network vandal outdoor Multi-sensor dome camera, panoramic 180° view, (2MP X 4 sensors) 7.3MP @ 30fps, triple codec H.265/H.264/MJPEG with WiseStream technology, defocus detection, PTZ hand over and built in analytics, Heatmap, PoE+, IP66/IK10
4	Camera	PNM-9320VQP	Network vandal outdoor camera that combines Multi-sensor Multi-Directional camera, (2MP/5MP X 4 sensors sold separately) 8MP ~20MP (2MP @ 60fps or 5MP @ 30fps) fixed focal lens modules and 2MP 32x optical zoom PTZ, triple codec H.265/H.264/MJPEG with WiseStream II technology, 150dB WDR @ 2MP or 120dB @ 5MP, defocus detection, built in analytics, 4x SD card, hallway view, HLC, defog detection, SFP slot, DIS (Gyro Sensor), HPoE, IP66/IK10, -40°C ~ +55°C (-40°F ~ +131°F) 2MP Lens modules: SLA-2M2400P (2.4mm), SLA-2M2800P (2.8mm), SLA-2M3600P (3.6mm), SLA-2M6000P (6mm), SLA-2M1200P (12mm) 5MP Lens modules: SLA-5M3700P (3.7mm), SLA-5M4600P (4.6mm), SLA-5M7000P (7.0mm)
16	Lens	SLA-5M3700P	1/1.8" 5MP CMOS with a 3.7mm fixed focal lens, FoV: H: 97.5°, V: 71.9° for the PNM-9320VQP
2	Camera	PNM-9084QZ	Wisenet P series network vandal outdoor Multi-sensor Multi-Directional dome camera, (2MP X 4 sensors) 8MP @ 60fps, motorized vari-focal lens 2x (3.0~6.0mm) (107°~56.3°), PTRZ (Pan/Tilt/Rotate/Zoom) remote adjustment, triple codec H.265/H.264/MJPEG with WiseStream II technology, 120dB WDR, defocus detection, built in analytics, true D/N, 4x SD card, hallway view, HLC, defog detection, Bi-Directional Audio, Alarm I/O 1/1, HPoE (injector Included), IP66/IK10, -40°C ~ +55°C (-40°F ~ +131°F), White
3	Camera	PNM-9085RQZ	5MP x 4ch multi-directional camera, Motorized PTRZ support, Max. 30fps@5MP(H.265, H.264), 4.13~9.4mm(2.3x) motorized varifocal lens, IR viewable length : 30m, H.265, H.264, MJPEG codec, Multi streaming, Video analytics, WiseStreamII, IP66, IK10, NEMA4X
4	Camera	PNM-7000VD	Network vandal outdoor Multi-sensor Multi-Directional dome camera, (2MP X 2 sensors sold separately) 4MP @ 60fps, modular lenses from 2.4, 2.8, 3.6 and 6mm lenses, triple codec H.265/H.264/MJPEG with WiseStream II technology, 150dB WDR, built in analytics, 2x SD card, hallway view, HLC, defog detection, DIS, PoE, IP66/IK10, -40°C ~ +55°C (-40°F ~ +131°F). Lens modules: SLA-2M2400D (2.4mm), SLA-2M2800D (2.8mm), SLA-2M3600D (3.6mm), SLA-2M6000D (6mm)
10	Camera	XNV-6081Z	Wisenet X series Plus powered by Wisenet 5 network outdoor vandal dome camera, modular structure, 2MP, Full HD(1080p) @ 60fps, motorized vari-focal lens 4.3x (2.8~12mm) (119.5°~27.9°), PTRZ, triple codec H.265/H.264/MJPEG with WiseStream II technology, 150dB WDR, USB port for easy installation, advanced video analytics, sound classification and business analytics, shock detection, audio playback, true D/N, dual SD card, hallway view, HLC, defog detection, DIS (Gyro), 12VDC/PoE, optional 24VAC, IP67/IP66/IP6K9K, IK10+, Nema 4X, -50°C ~ +60°C (-58°F ~ +140°F), white color, ivory skin included, optional black skin cover
2	Mount	SBP-201HM	Hanging Mount
9	Mount	SBP-300WM1	Wall Mount
3	Mount	SBP-300WMW1	Wall Mount (White)
6	Mount	SBP-300B	Wall Mount Base
3	Mount	SBP-300BW	Wall Mount Base (White)
5	Mount	SBP-317HMW	Hanging Cap
4	Mount	SBP-300HM6	Hanging Mount
2	Mount	SBP-300KM	Corner Mount
3	Mount	SBP-187HM	Hanging Cap
2	Mount	SBP-300PM	Pole Mount
1	Server	QUOTE	Custom Build - 80TB Usable Space
25	License	XPPCL	XProtect Professional Device License
25	License	YXPPCL	One year Care Plus for XProtect Professional Device License

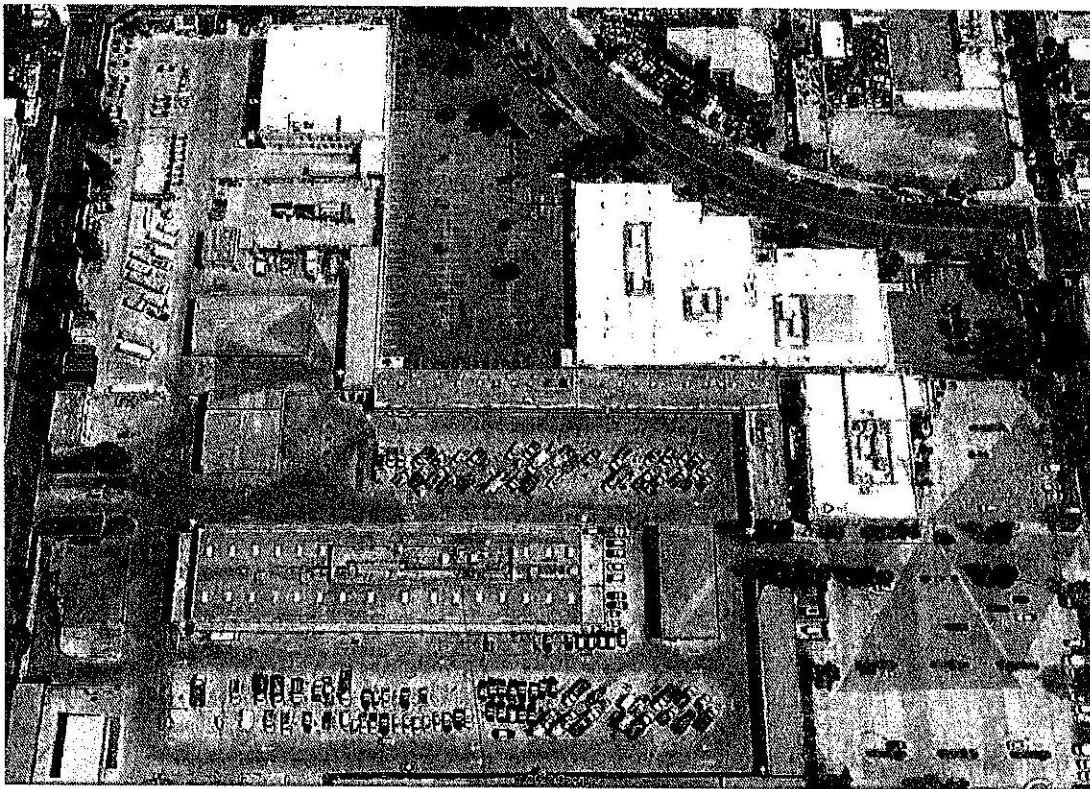


Materials, Equipment and Software:	\$ 79,932.00
Project Management:	\$ 7,788.93
Engineering and Installation:	\$ 76,533.22
Miscellaneous, Shipping, Warranty:	\$ 4,020.58
California Tax:	\$ 5,595.24
<b>Total:</b>	<b>\$ 173,869.97</b>

City Yard Security Upgrades:.....\$ 173,870.00

Location #	Name	Sensor Type	Installation Notes	Notes 2:
A-1	SE Corner MS/360	360 + PTZ	Existing Pelco PTZ with parapet mount, move to corner of building and install.	
A-2	East Yard Entry Gate	Fixed Camera	South (egress side of gate) off of wall and wireless back, Wall Mount, covers entry and Ped Gate to north	Existing 110 assumed local. PTP roof of Bldg A
A-3	Stairwell N FC	Fixed Camera	Existing box type w Wall. Install FOV to cover North East Lot in front of building	Existing, cabling unknown, assume none
A-4	Lobby Camera	Fixed Camera	FOV visitors and employees entering lobby	punch through block and corner mount exterior at mullion corner
A-5	Rear Entry N	Fixed Camera	Cover Bikes and entry door area	Drop ceiling back to IDF
A-6	Rear Entry S	Fixed Camera	By Gym Entrance, open space	Drop ceiling back to IDF
A-7	Wireless Link	Radios	Building A to Building J & Radio for Gate Camera (1)	Optional If fiber cannot be determined
H-1	Bldg H SW Corner Drive	Fixed Multi Sensor	Existing camera location covering west facing yard and drive path, corner wall mount	
H-2	Bldg H Wall Mount	Fixed Multi Sensor	Wall Mount	Next to Electrical room with fiber (to 2)
H-3	Bldg H Corner West	Fixed Multi Sensor	Corner Mount	Fuel Farm coverage is important
D-1	Bldg D SW	Dual Sensor	Covering drive path	
D-2	Bldg D NW	Dual Sensor	Covering drive path and laydown/mechanical yard	
A-1	NW Corner Roof	Multi Sensor	Covers North side of Building looking east and west	Line station is important
A-2	SW Corner Roof	360 + PTZ	Covers West and Fuel Farm	
A-3	Interior Office/b	Fixed Camera	Watching Operations room	
A-4	Loading Dock	Fixed Camera	Looking West outdoor, mounted	punch through block
E-1	NE Corner	Multi Sensor	Fuel Farm, looking North	wireless
G5-1	Entry mindome	Fixed MiniDome	Looking West at Ingress	
G5-2	Exit mindome	Fixed MiniDome	Looking West at egress (license plate)	
P-1	NW Parapet	Multi Sensor	360 on existing parapet location	
P-2	SW Parapet	360 + PTZ	Existing Parapet location	
P-3	SSE Parapet	Multi Sensor	Existing Parapet location	
P-4	NE Parapet	360 + PTZ	Existing Parapet location	
C-1	South Canopy	Multi Sensor	Midspan on canopy	power to be pulled from panel on south wall, wireless required
C-2	SSE Canopy	Multi Sensor	South East corner of lot	power to be pulled from panel on south wall, wireless required
C-3	SW Yard Corner	Fixed Camera	SW Wall Mount covering materials dump	OPTIONAL CAMERA- SANTA ANA

**SIEMENS**  
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**Santa Ana Regional Transit Center (SARTC) Statement of Work (SOW):**

- Siemens shall provide all software, hardware, licensing and professional services per this SOW.
- Siemens shall provide a project manager, engineer and field specialist for installation and commissioning of described systems.
- Siemens shall provide all programming and commissioning of systems into the City's Milestone Xprotect System.
- Siemens shall be responsible for all storage and computing calculations and programming of communication routers/switches in conjunction with City IT.
- All equipment shall be provided with a one-year equipment and workmanship warranty.
- Siemens shall remove the existing OnSSI Occularis video management system and replace with Milestone Xprotect. All licenses (39) shall be provided with software maintenance pro-rated to renew with CoSA city-wide system.
- Siemens shall provide one (1) client workstation and monitor (23") for programming, administration and monitoring of SARTC cameras in operations office. Large format monitor to remain and be connected to.
- Siemens shall utilize all existing network switches and assumes all cameras, switches, UPS, midspans and cabling infrastructure is in good working order.
- Siemens shall provide optional per camera replacement costs as optional for CoSA consideration.
- Siemens shall install HP servers and storage for 380days of camera data archival. Storage and servers shall be installed in existing 19" vertical rack enclosures in data center.
- Training shall be provided for up to 4 persons in a single training session. Not to Exceed 4 hours for single session.
- Siemens excludes site plans and drawings.
- Siemens excludes repair of non-functioning cameras with base bid.
- Option: Single Minidome (Hanwha QNV-7080R) excludes extenders, cabling or media converters. Camera includes wall mount, labor, misc. shipping and tax.

Materials, Equipment and Software:	\$	52,307.69
Project Management:	\$	4,800.00
Engineering and Installation:	\$	14,000.00
Miscellaneous, Shipping, Warranty:	\$	2,615.38
California Tax:	\$	3,661.54
Total:	\$	77,384.62

Option: Single Minidome Camera Replacement includes camera, labor (ea)	\$	1,115.38
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**SARTC Security Upgrades:.....\$ 77,384.00**




**New Hope Library Security Systems Statement of Work (SOW):**

- Siemens shall provide all software, hardware, licensing and professional services per this SOW.
- Siemens shall provide a project manager, engineer and field specialist for installation and commissioning of described systems.
- Siemens shall provide all programming and commissioning of systems into the City's Milestone Xprotect System.
- Siemens shall be responsible for all storage and computing calculations and programming of communication routers/switches in conjunction with City IT.
- All equipment shall be provided with a one-year equipment and workmanship warranty.
- System coverage shall provide identification of visitors and employees entering the library at front and rear entrances. General coverage of interior library shall also be provided.
- Exterior coverage shall survey parking lots and front and rear building entry areas, including patio.
- Patch and Paint is excluded from Siemens scope.
- Siemens shall provide racks, network switch, UPS and power supplies for cameras. It is assumed that a suitable 110v power source shall be found and utilized for systems.
- Siemens assumes existing Library workstations shall be used for viewing of cameras. Siemens shall load Xprotect software on City workstation for use by staff in monitoring and reviewing archived video. Storage is provided for 385 days of video archival (estimated).

Exterior Cameras:

Four- 5MP Outdoor Fixed Cameras on opposing corners of building for front, sides and rear general coverage

One- 5MP Outdoor Fixed Camera for front entry exterior

One- 2MP Outdoor Fixed Camera for rear patio

Interior Cameras:

One- 6MP Indoor Fixed Camera for front entry lobby and incoming visitors

One- 2MP Indoor Fixed Camera for rear corner (media center and restroom coverage)

Two- 6MP Fisheye 360 degree cameras for main library coverage

One- 2MP Indoor Fixed Camera for front reading area

One- 2MP Indoor Fixed Camera for meeting room coverage

One- 2MP Indoor Fixed Camera for rear entry

One- HP Server and Storage 80TB- w/ Milestone Xprotect Licenses (13)

One- UPS

One- Wall Rack and patch panels

One- Cisco 1000 Switch

Materials, Equipment and Software:	\$	27,899.22
Project Management:	\$	4,459.77
Engineering and Installation:	\$	14,233.00
Miscellaneous, Shipping, Warranty:	\$	1,403.33
California Tax:	\$	1,952.95
Total:	\$	49,948.27

New Hope Library Security:.....\$ 49,948.00


**Police Athletic and Activity League (PAAL) Statement of Work (SOW):**

- Siemens shall provide all software, hardware, licensing and professional services per this SOW.
- Siemens shall provide a project manager, engineer and field specialist for installation and commissioning of described systems.
- Siemens shall provide all programming and commissioning of systems into the City's Milestone Xprotect System.
- Siemens shall be responsible for all storage and computing calculations and programming of communication routers/switches in conjunction with City IT. SIEMENS ASSUMES USE OF OTHER STORAGE SERVERS. No additional storage has been specified for this location and assumes connectivity to other City systems for use of existing storage.
- All equipment shall be provided with a one-year equipment and workmanship warranty.
- Siemens to provide network switch, UPS, patch panels and wall mount. Cameras shall be powered PoE.
- Siemens assumes connectivity to City networks.

One- 20MP 360 degree multisensory camera for installation in PAAL main activity area.

One- 2MP indoor fixed camera for Police Substation desk

Five- 5MP outdoor fixed cameras for general surveillance around the facility

Five- Conduit and connections to building.

One- Wall Rack and patching panels

One- Cisco Switch

Lot- Misc. cabling and connections

Seven- Milestone Xprotect Camera Licenses

Materials, Equipment and Software:	\$ 13,855.00
Project Management:	\$ 4,255.00
Engineering and Installation:	\$ 14,877.00
Miscellaneous, Shipping, Warranty:	\$ 696.91
California Tax:	\$ 969.85
<b>Total:</b>	<b>\$ 34,653.76</b>

**Santa Ana PAAL Security:.....\$ 34,654.00**


**City of Santa Ana Chamber Entrance and Plaza Cameras Statement of Work (SOW):**

- Siemens shall provide all software, hardware, equipment, tools, licensing and professional services per this SOW.
- Siemens shall provide a project manager, engineer and field specialist for installation and commissioning of described systems.
- Siemens shall provide all programming and commissioning of systems into the City's Milestone Xprotect System.
- Siemens shall be responsible for all storage and computing calculations and programming of communication routers/switches in conjunction with City IT.
- All equipment shall be provided with a one-year equipment and workmanship warranty.
- Siemens to furnish and install cameras for field of view coverage of main Chamber entrance doors (exterior), Ross Annex windows (plaza general) and rear Chamber area by parking structure entry doors.
- Siemens to provide connectivity with other storage servers. No additional storage has been provided. Add (\$ 10,400.00 for storage if required)
- Siemens to install conduit and cabling for connections to City Hall building through security entrance.

One- 5MP fixed camera with FOV of Chamber Entrance Doors. Camera shall be mounted to ceiling

Two- 5MP fixed cameras for general view of plaza and facing Ross Annex windows

One- 5MP fixed camera for rear Chamber building facing parking structure doors

Four- Pendant and hanging mounts (as necessary)

Four- Milestone Xprotect Licenses

One- Cisco Network Switch

Lot- Cabling

Lot- Conduit and equipment for mounting of cameras (high mounting areas)

**Council Chambers**

Materials, Equipment and Software:	\$ 7,682.00
Project Management:	\$ 4,691.00
Engineering and Installation:	\$ 17,099.00
Miscellaneous, Shipping, Warranty:	\$ 386.40
California Tax:	\$ 537.74
<b>Total:</b>	<b>\$ 30,396.14</b>

**Santa Ana Chamber Entry Security:.....\$ 30,396.00**


**City Hall Security Upgrades Statement of Work (SOW):**

- Siemens shall provide all software, hardware, equipment, tools, licensing, and professional services per this SOW.
- Siemens shall provide a project manager, engineer and field specialist for installation and commissioning of described systems.
- Siemens shall provide all programming and commissioning of systems into the City's Milestone Xprotect System.
- Siemens shall be responsible for all storage and computing calculations and programming of communication routers/switches in conjunction with City IT.
- All equipment shall be provided with a one-year equipment and workmanship warranty
- Siemens to remove existing Milestone HUSKY storage appliance and replace with HP DL380 Server and storage. Server shall receive 80TB and be utilized for Chamber and Plaza Cameras, as well as other City camera systems (library, PAAL, etc.)
- Siemens to patch cabling above Ceiling and connect to new switch in basement server room
- Siemens shall supply and install new client monitoring computer with large format monitor (existing monitor is excluded from scope).
- Siemens to replace existing (8) cameras with High Definition cameras. Cameras will require ethernet extenders (included in SOW).
- Siemens to reprogram existing licenses for use in system.
- Husky to be removed from system and provided to client for disposal. Husky does not provide required 1 year storage of video, therefore it is recommended to be replaced so that storage minimum may be attained.
- Siemens ASSUMES City network switch may be used and has excluded any additional network switch for this scope of work.

**City Hall Relocation**

Materials, Equipment and Software:	\$	23,988.00
Project Management:	\$	7,522.00
Engineering and Installation:	\$	12,677.00
Miscellaneous, Shipping, Warranty:	\$	1,206.60
California Tax:	\$	1,679.16
Total:	\$	47,072.76

**City Hall Server/Camera Replacement:.....\$ 47,073.00**

**OPTION: Relocate all existing equipment to new monitoring room**
**\$ 4,300.00**

- No new equipment
- Reutilize existing equipment- HUSKY to remain (will not provide 1 yr storage)
- Relocate monitor (assumes monitor and mount to be re-used)
- Patch existing cameras to new location of server
- No new racks
- No camera troubleshooting. Assumes all cameras are operating.




**Central Library Camera Adds Statement of Work (SOW):**

- Siemens shall provide all software, hardware, equipment, tools, licensing, and professional services per this SOW.
- Siemens shall provide a project manager, engineer and field specialist for installation and commissioning of described systems.
- Siemens shall provide all programming and commissioning of systems into the City's Milestone Xprotect System.
- Siemens shall be responsible for all storage and computing calculations and programming of communication routers/switches in conjunction with City IT.
- All equipment shall be provided with a one-year equipment and workmanship warranty
- Siemens to furnish and install new cameras for three (3) areas:
  - Front Library Parking Spaces- One 5MP fixed camera to be mounted for capture of vehicles and employee entrance door. Installation will require coring of building wall.
  - Front Library camera- One 5 MP fixed camera to be mounted for coverage of problem area in front of library. Installation to require conduit and wall coring
  - Basement Fixed Camera- 1 2MP fixed camera ceiling/wall mounted for coverage of Adult Computer Room entry and coverage of Teen area from stairs and elevator.
- Cameras shall be connected to existing systems for storage. Storage is excluded from this SOW.
- Siemens assumes available ports on network switch. No switch provided.
- No wireless radios provided.

**Central Library**

Materials, Equipment and Software:	\$	1,344.00
Project Management:	\$	1,111.00
Engineering and Installation:	\$	3,867.33
Miscellaneous, Shipping, Warranty:	\$	83.60
California Tax:	\$	94.08
Total:		\$ 6,500.01

**CoSA Central Library Camera Adds:.....\$ 6,500.00**

**EXHIBIT B**

**SCOPE OF SERVICES – MAINTENANCE SERVICES AND COSTS**



Siemens Industry, Inc.  
Smart Infrastructure (SI)  
Los Angeles Branch

September 18, 2020

**City of Santa Ana**

20 Civic Center Plaza (M-30)

P.O. Box 1988

Santa Ana, California 92702-1988

**City of Santa Ana Security and Surveillance Maintenance Services Agreement  
(October 1, 2020 through September 30, 2025)**

**Services Statement of Work:**

1. Siemens shall provide the City of Santa Ana Maintenance, Monitoring, Repair and Support Services (Siemens Service Program). This document shall serve as the Statement of Work (SOW) and describe services, expectations, inclusions, exclusions and the investment summary.
2. Term shall commence on October 1, 2020 and expire on September 30, 2025 (60months) and include systems at the following locations (but not limited to):
 

a. Santa Ana City Hall, 20 Civic Center Plaza	i. State Building, 605 Santa Ana Blvd
b. Ronald Reagan Federal Courthouse Building, 411 West 4 <sup>th</sup> Street	j. Federal Building, 34 Civic Center Plaza
c. Santa Ana Police Department, 60 Civic Center Plaza	k. City of Santa Ana Jail, 62 Civic Center Plaza
d. Santa Ana Library, 26 Civic Center Plaza	l. Downtown Communications and Camera Systems (Code Blue/ Cameras)
e. Santa Ana Civic Center Area, including street lights (7)	m. Roosevelt Community Center
f. Orange County Courthouse 751 W. Santa Ana Boulevard	n. Garfield Community Center
g. Robert Thomas Building, 10 Civic Center Plaza	o. Madison Park
h. Everest College, 500 W Santa Ana Blvd	p. Chepas Park
	q. Santa Anita Park
	r. Windsor Park
	s. Memorial Park
3. Services Agreement shall provide Software Maintenance Agreements for the following applications:
  - a. Milestone XProtect Software Upgrade Program (SUP)
  - b. Sureview Immx Software Annual Support and Maintenance (ASM)
  - c. Hiperwall Software Maintenance Agreement (SMA)
  - d. Health Monitoring SaaS Maintenance Agreement (SMA)
  - e. Lexray User Licenses (subscription)



Siemens Industry, Inc.  
Smart Infrastructure (SI)  
Los Angeles Branch

4. Services agreement shall provide extended warranty "repair and replacement" coverage for the following systems and components:
- a. Milestone XProtect system
    - i. Servers (7)
  - b. Hiperwall Video Wall
    - i. Servers
    - ii. Workstations (5)
    - iii. Network switches (2)
    - iv. Monitors (10)
  - c. Sureview Immx
    - i. Server
  - d. All Siemens installed and connected cameras (304) to City Milestone Xprotect System
  - e. Power Supplies
  - f. Encoders
  - g. Siemens supplied network switches
    - i. Cisco
    - ii. HP
  - h. Communication Radios
    - i. Ubiquiti
    - ii. Bridgewave
    - iii. Siklu
  - i. All connections and misc cabling provided by Siemens.
5. Siemens shall complete a systems wide review and documentation effort. Siemens shall identify all components of the City's system and will provide drawings inclusive of, but not limited to:
- a. Cameras, makes/model
    - i. IP/MAC addressing
    - ii. Type
    - iii. Location
  - b. Servers
  - c. Wireless Radios
  - d. Code Blue- Emergency Communication
  - e. Network Switches





Siemens Industry, Inc.  
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Los Angeles Branch

6. Drawings shall include site address, site plan/floor plans (whichever is applicable) and riser diagram, if applicable.
7. Services agreement shall provide preventative maintenance services on a quarterly basis for the following systems:
  - a. Test and Inspection
    - i. Cameras (206)
    - ii. Encoders
    - iii. Radios
    - iv. Antennas
    - v. Power Supplies
    - vi. Network Equipment
    - vii. Servers
  - b. Cleaning
    - i. Cameras (206)
    - ii. Power supplies
    - iii. Antennas

Preventative Maintenance (Test and Inspect): Siemens shall provide quarterly inspections and testing on all covered equipment. Based on any abnormal findings, Siemens technicians will be authorized to replace parts or alter settings and programming to optimize the systems. All findings shall be provided in a quarterly report to the client. Siemens shall maintain quarterly reports, as part of client services program portfolio. Siemens will provide all system software updates, as part of annual preventative maintenance visits. All software updates are provided at no additional cost, with the valid software maintenance programs (included in this program). All items included in this service shall be clearly delineated in the scope of work document. Siemens excludes the test, inspection and cleaning of SA Jail cameras.

Extended Warranty (Repair and Replace): Siemens shall provide added warranty coverage for the identified components of the clients system. Repair and replacement of worn, failed and malfunctioned equipment will be provided during normal business hours, with next day service response coverage times. Should the component be of critical or of an emergency nature, Siemens shall provide 4-hour response in diagnosing of issue and beginning of repair process. Siemens may provide temporary replacement from back-stock, if available. Siemens does not include back-stock equipment as part of this service. All afterhours and weekend services are covered under this agreement, when required.

Systems Integrity/ Compliance Monitoring and Diagnostic Reporting: Siemens to provide real-time 24/7 monitoring of system components (servers and storage, core network and edge network components). Health monitoring of system is critical to the maintenance of State mandated archiving requirements. Siemens utilizes network monitoring to maintain reliability,



Siemens Industry, Inc.  
Smart Infrastructure (SI)  
Los Angeles Branch

uptime, optimized configurations of hardware and software, and for diagnostic reporting that reduces life cycle costs to the system.

Video Archiving: Siemens to provide required storage for maintaining compliance with California Government Code 34090.6. Increase in storage will be managed by Siemens on project by project basis. Diagnostic Reporting will provide data reports in support of storage calculations on quarterly basis and will be presented to SAPD system manager.

#### Clarifications and Exclusions:

- Siemens pricing assumes execution of preventative maintenance and cleaning services to be performed during normal business hours.
- Siemens excludes all equipment not supplied and installed by Siemens, unless explicitly stated in this scope of work. Such items may include (but not limited to) Cisco Network Switches provided by others, "Promise" storage arrays, servers and workstations not included in coverage material list. Siemens has extended warranty on Siemens supplied equipment.
- Siemens' Integrity/ Compliance Monitoring and Diagnostic Reporting service is provided utilizing Siemens' cloud-based services. All software and hardware is maintained by Siemens.
- Siemens excludes all foliage control, as may be required for radio communication.
- All permits and submittals to city, or local ADJ, are by others and excluded from this scope of work.
- SA Jail test, inspection and cleaning is excluded from base services. All equipment is covered by repair and replace services.
- Siemens maintains HP OEM Partner status, Milestone Platinum Partner status and Cisco Gold Certified status. Service and maintenance is executed by appropriately trained service engineers.
- Siemens requires signed agreement or acceptable client Purchase Order, prior to all work commencement, including parts acquisition or project mobilization.
- Services is limited to equipment and licensing provided by Siemens, per site location. All equipment supplied, installed or programmed by 3<sup>rd</sup> party is excluded from services described.
- Pricing and SOW is based on current system configuration and architecture. Additions to system shall be addressed annually upon program anniversary.



Siemens Industry, Inc.  
Smart Infrastructure (SI)  
Los Angeles Branch

Version 1.1- 09/18/20

## Investment Summary:

### City of Santa Ana Security and Surveillance Maintenance Services Agreement:

**Year One: October 1, 2020- September 30, 2021.....\$ 292,000.00**

Santa Ana PD Systems Backbone (Storage and Communications):	\$ 160,000.00
Santa Ana Civic Center Systems:	\$ 25,000.00
Santa Ana Main Library:	\$ 6,000.00
Santa Ana Downtown District:	\$ 40,000.00
Santa Ana Jail:	\$ 20,000.00
Garfield Community Center:	\$ 6,500.00
Roosevelt Walker Community Center:	\$ 6,500.00
Madison Park:	\$ 6,500.00
Chepas Park:	\$ 1,500.00
Santa Anita Park:	\$ 2,500.00
Windsor:	\$ 5,000.00
Memorial:	\$ 6,500.00
Jerome:	\$ 6,000.00

**Year Two: October 1, 2021- September 30, 2022.....\$ 292,000.00**

**Year Three: October 1, 2022- September 30, 2023.....\$ 300,760.00**

**Year Four: October 1, 2023- September 30, 2024.....\$ 300,760.00**

**Year Five: October 1, 2024- September 30, 2025.....\$ 309,782.00**

**Total Value: \$ 1,495,302.00**

Respectfully Submitted:

*Michael Dietsch*

Michael Dietsch | Dietsch (619) 865-7609  
Sr. Client Executive, Siemens Industry, Inc.  
[michael.dietsch@siemens.com](mailto:michael.dietsch@siemens.com)

**SIEMENS**  
*Ingenuity for life*

## **Exhibit C**

### **CERTIFICATIONS**

a. Debarment and Suspension – Contractor will comply, and all its contractors will comply, with applicable federal suspension and debarment regulations including, but not limited to, Executive Orders 12549 and 12689, and 2 Code of Federal Regulations (CFR) §200.212 and codified in 2 CFR Part 200.

b. Section 504 of the Rehabilitation Act of 1973 (Handicapped) - All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The Contractor agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its contractors, subcontractors, assignees or successors.

c. Americans with Disabilities Act of 1990 - (ADA) Contractor must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

d. Lobbying and Political Activity - None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

e. Contractor will comply with all applicable lobbying prohibitions and laws, including those found in United States Code Title 31, § 1352, et seq., and agrees that none of the funds provided under this award may be expended by the Contractor to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.

f. Contractor will comply, and all its contractors will comply, with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), as applicable, including filing a Disclosure of Lobbying Activities Attachment I.

g. Non-Discrimination and Equal Opportunity - Contractor will comply, and all its contractors will comply, with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; Section 523 and 527 of the Public Health Service Act of



1912, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Contractor will forward a copy of the findings to CITY which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice. Contractor agrees to the following:

(1) CONTRACTOR agrees to comply with Executive Order 11246 which requires that during the performance of this Agreement, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CONTRACTOR setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR agrees to comply with Title VI of the Civil Rights Act of 1964 which indicates that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program of activity receiving federal financial assistance.

(3) No person shall, on the grounds of race, sex, creed, color, religion, marital status, national origin, age, sexual orientation, or physical or mental handicap be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, programs or employment supported by this Agreement. CONTRACTOR is prohibited from discrimination on the basis of age or with respect to an otherwise qualified handicapped person as provided for under Section 109 of the Housing and Community Development Act of 1974, as amended.

(4) CONTRACTOR agrees to comply with the Age Discrimination Act of 1975 which requires that during the performance of this Agreement, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CONTRACTOR setting forth the provisions of this age discrimination clause.

(5) CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of 1973 which requires that no otherwise qualified individual with a disability in the United States, shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance or under any program or activity conducted by any executive agency or by the United States Postal Service.

h. Contractor will comply, and all its contractors will comply, with all requirements of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as applicable.

i. Contractor will comply, and all its contractors will comply, with all requirements of the California Public Contract Code Section 10295.3, as applicable.

j. Contractor will comply, and all its contractors will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

k. Contractor will comply, and all its sub-contractors will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). Contractor will adhere to the most current Davis Bacon Act Wage Decision CA35 at the time of the U.S. Department of Housing and Urban Development approval for the noncompetitive proposal. Davis Bacon Act Wage Decision Attachment 2 is the earliest applicable wage decision.

l. Contractor will comply, and all its contractors will comply, with all requirements of Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

m. Contractor will comply, and all its contractors will comply, with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15), as applicable.

n. Contractor will comply, and all its contractors will comply, with all requirements of the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), (53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995), as applicable.

o. Contractor will comply, and all its contractors will comply, with all requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable.

p. Contractor will comply with the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as applicable.

q. Contractor agrees that the Department of Homeland Security and the Department of Housing and Urban Development shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement based on the requirements of 37 CFR§ 401, as applicable.

r. Pursuant to 2 CFR section 200.315, Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The Federal government has the right to:

(1) Obtain, reproduce, publish or otherwise use the data produced under a Federal award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Contractor will provide information pursuant to 2 CFR section 200.315(e) for response to a Freedom of Information Request when applicable.

s. Contractor will comply with the provisions of 2 C.F.R. section 200.315 regarding the use of intangible property.

t. Contractor will comply with all applicable local, state and federal statutes, codes and regulations regarding the use of state or federal grant funds and property acquired with those grant funds.

u. If the product is defective, does not function as represented or advertised, City is entitled to either a full refund of the purchase price or replacement of the product for a new product at the City's election.

v. Contractor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

w. Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

x. Contractor will comply with Section 3 of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Contractor will certify the Section 3 Clause Attachment 3.

y. Contractor will adhere to the Federal Labor Standards Provisions Attachment 4.

z. Contractor agrees to provide a drug-free work place and to execute a certification as set forth in Attachment 5.

aa. Pursuant to the conflict of interest requirements set forth in 24 CFR 570.611 and 2 CFR 200.112, Contractor certifies that no member, officer, employee, agent or assignee of CITY having direct or indirect control of any CDBG monies granted to the CITY, inclusive of the subject CDBG FUNDS, shall serve as an officer of Contractor. Further, any conflict or potential conflict of interest of any officer of Contractor shall be fully disclosed in writing prior to the execution of this Agreement and said writing shall be attached and deemed fully incorporated as a part hereof. Notice shall be sent by Contractor to CITY regarding any changes or modifications to its board of directors and list of officers.

**EXHIBITS D-F**

**CERTIFICATIONS FROM CONSULTANT'S PROPOSAL  
IDENTIFIED AS ATTACHMENTS D-F**





## CITY OF SANTA ANA

## ATTACHMENT D

## NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)


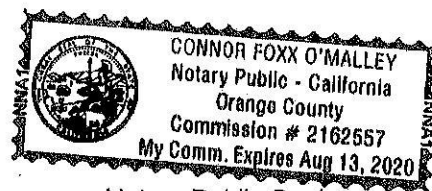
To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above noncollusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this noncollusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed *Gray Sipper*State of California, County of Orange

Subscribed and sworn to (or affirmed) before me on this 28 day of May, 2020, by Gray Sipper, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
 Notary Public Signature


Notary Public Seal

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

## ATTACHMENT E

## NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: \_\_\_\_\_

Title: Manager of Security Service and SolutionsFirm: Siemens Industry Inc.Date: 5/28/20

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT F

#### NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract

**CITY OF SANTA ANA****ATTACHMENT F (continued)****NON-DISCRIMINATION CERTIFICATION**

or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:

Title:

Manager of Security Service and Solutions

Firm:

Siemens Industry Inc.

Date:

5/28/20

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**