# AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SIEMENS INDUSTRY, INC.

This Agreement is entered into this	day of	, 2016, by and between the County of San
Mateo, a political subdivision of the st	ate of California,	hereinafter called "County," and Siemens Industry, Inc.,
hereinafter called "Contractor."		

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of furnishing and installing security cameras and associated equipment in relation to the CCTV Video Surveillance Upgrade Project and Redwood City Campus Parking Garage.

Now, therefore, it is agreed by the parties to this Agreement as follows:

## 1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A - Services

Exhibit B - Payments and Rates

# 2. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

## 3. PAYMENTS

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FOUR HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED SEVENTEEN DOLLARS AND SEVEN CENTS (\$487,817.07). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

## 4. TERM

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 1, 2015 through JUNE 30, 2016.

## 5. TERMINATION; AVAILABILITY OF FUNDS

This Agreement may be terminated by Contractor or by the Sheriff or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment

determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

### 6. CONTRACT MATERIALS

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

## 7. RELATIONSHIP OF PARTIES

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

## 8. HOLD HARMLESS

## a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications

therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become noninfringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### 9. ASSIGNABILITY AND SUBCONTRACTING

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

#### 10. PAYMENT OF PERMITS/LICENSES

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

## 11. INSURANCE

#### a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

#### b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

## c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

XJ	(Applies to all agreements)
	Motor Vehicle Liability Insurance \$1,000,000 (To be checked if motor vehicle used in performing services)
	Professional Liability\$1,000,000 (To be checked if Contractor is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may,

notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

# 12. COMPLIANCE WITH LAWS

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## 13. NON-DISCRIMINATION AND OTHER REQUIREMENTS

#### a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

#### b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

## c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

### d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet

	requirements of Chapter 2.84, Contractor must certify which of the following statements is/are curate:
	Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
	Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
	Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
	Contractor does not comply with Chapter 2.84, and a waiver must be sought.
	e. <u>Discrimination Against Individuals with Disabilities</u>
fully 60- and	e nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if y set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability if requires affirmative action by covered prime contractors and subcontractors to employ and advance employment qualified individuals with disabilities.
	f. History of Discrimination
	ntractor must check one of the two following options, and by executing this Agreement, Contractor tifies that the option selected is accurate:
	No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
	Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.
	g. Reporting; Violation of Non-discrimination Provisions
any Agr with any	ntractor shall report to the County Manager the filing in any court or with any administrative agency of a complaint or allegation of discrimination on any of the bases prohibited by this Section of the reement or Section 12, above. Such duty shall include reporting of the filing of any and all charges in the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or a other entity charged with the investigation or adjudication of allegations covered by this subsection him 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that

such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example,

gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

## 14. COMPLIANCE WITH COUNTY EMPLOYEE JURY SERVICE ORDINANCE

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

# 15. <u>RETENTION OF RECORDS; RIGHT TO MONITOR AND AUDIT</u>

- (a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.
- (b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.
- (c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

Agreement: Siemens Industry, Inc.

## 16. MERGER CLAUSE; AMENDMENTS

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

# 17. CONTROLLING LAW; VENUE

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

## 18. NOTICES

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Ginger Martinez, Management Analyst San Mateo County Sheriff's Office 400 County Center Redwood City, CA 94063

Redwood City, CA 94063 Telephone: (650) 363-7819 Email: gbalkus@smcgov.org In the case of Contractor, to:

Sam Chritton Siemens Industry, Inc. 25821 Industrial Blvd., Suite 300 Havward, CA 94545

Telephone: (510) 305-7896

Email: sam.chritton@siemens.com

## 19. <u>ELECTRONIC SIGNATURE</u>

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County:  $\boxtimes$  If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: 

If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

## **COUNTY OF SAN MATEO**

A Political Sub-division of the State of California

		BY:
		PRESIDENT, BOARD OF SUPERVISORS
		DATE:
ATTEST:		
BY:	CLERK OF SAID BOARD	
		SIEMENS INDUSTRY, INC.  BY: (SIGNATURE)
		(SIGNATURE)
		5-17-16 DATE:

Digitally signed by stephen.tyma@siemensgovt.com DN: cn=stephen.tyma@siemensgovt.com Date: 2016.05.13 16:10:57 -04'00' The state of the s

3. 3. 3.

4- 5-17-16

# **EXHIBIT A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

## 1. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor will provide and install security cameras and associated equipment at the San Mateo County Hall of Justice and Records and the Redwood City Campus Parking Garage.

# A. Hall of Justice - Camera Upgrade (\$185,897.97)

## 1.) Materials / Equipment

Qty.	Model	Description	
	······································		
1	DIP-7082-8HD	DIVAR IP 7000 VIDEO MANAGEMENT APPLIANCE, 2U RACKMOUNT (8-BAY), RAID-5 16TB (8x2TB), HOT-SWAPPABLE HDD; INCLUDES BVMS SERVER/CLIENT/VRM/VSG, DUAL DVI/DP MONITOR OUTPUT, 32 CHANNELS (NON-EXPANDABLE) AND BUILT-IN DYNAMIC TRANSCODER	
1	MBV-BXPAN- DIP	DIVAR IP PROFESSIONAL EDITION; ALLOWS CHANNEL EXPANSION TO 128 MAX. (DIVAR IP 7000 ONLY); ALSO REQUIRES ADDITIONAL MBV-XCHAN-DIP LICENSES	
2	MBV-XCHAN- DIP	DIVAR IP 8-CHANNEL EXPANSION LICENSE (ADDS 8 IP CHANNELS; 7000 FAMILY ONLY)	
1	MBV-XWST- DIP	DIVAR IP 3000/7000 WORKSTATION EXPANSION (ADDS 1 WORKSTATION)	
2	U4V	RACK SHELF VENTILATED	
		********* VIDEO SYSTEM WORSTATION *********	
1	BCDV420V- CWP-3 D-1G	HP Z420 CLIENT VIEWING WORKSTATION E5-1620 3.6GHZ WIN 7 64BIT- 6 MONITOR GRAPHICS CARDS #88822	
1	VJD-7000	VIDEO JET 7000, HIGH PERFORMANCE DUAL OUTPUT HD/SD H.264 DECODER; BI- DIRECTIONAL AUDIO; HDMI, DVI AND DP VIDEO OUTPUTS; INCL. EMBEDDED MONITOR WALL SOFTWARE AND PSU	
2	UML-323-90	32-INCH FULL HD COLOR LED MONITOR, 1920 x 1080 RESOLUTION, VGA, DVI, HDMI, CVBS, AUDIO, 120/230VAC, 50/60 HZ, STAND SOLD SEPARATE	
1	UMM-WMT-32	TILT WALL MOUNT FOR UML-323 32" LED MONITOR, BLACK	
	•	······································	
1	VJD-3000	VIDEO JET 3000, SINGLE OUTPUT HD/SD H.264 DECODER; BI-DIRECTIONAL AUDIO; HDMI OR COMPOSITE VIDEO OUTPUT; SUPPORTS INTUIKEY KEYBOARD AND IP MATRIX (MVC-FIPM); INCL. PSU	
1	UML-172-90	17-INCH COLOR LCD MONITOR, 1280 X 1024 RESOLUTION, VGA, DVI, HDMI, CVBS	
1	UMM-LW-30B	MONITOR MOUNT, WALL, TILT/SWIVEL, FOR LCD MONITORS 20" AND SMALLER	
	······································		
1	NIN-932-V10IP	FLEXIDOME HD 1080P30 HDR VR 10-23MM SR-LENS, SDXC CARD SLOT, IVA INSTALLED	
6	NCN-90022-F1	1080P INFRARED IP CORNER CAMERA, VANDAL PROOF, 940NM, 2.0MM LENS	
25	NIN-733-V03PS	FLEXIDOME HD 720P60 STARLIGHT VR 3-9MM SR-LENS, SDXC CARD SLOT, SMB	
25	VDA-WMT-	WALL MOUNT FOR FLEXIDOME	

	DOME	
1	NV-EC1701U- KIT1	CAMERA Eo2 TRANSMISSION SYSTEM (2) NV-EC1701U, (1) NV-PS56-60W, (2) RJ45 Patch Cords
		············· VIDEO SYSTEM NETWORK ···········
4	C5G124-24P2	C5 (24) 10/100/1000 AT-POE RJ45 PORTS , (4) COMBO SFP PORTS, (2) HIGH SPEED DEDICATED STACKING PORTS AND EXTERNAL RPS CONNECTOR
	C5G124-24	C5 (24) 10/100/1000 RJ45 PORTS , (4) COMBO SFP PORTS, (2) HI-SPEED DEDICATED STACKING PORTS AND EXTERNAL RPS CONNECTOR
8	MGBIC-LC01	PROSAFE GBIC MODULE 1000BASE-SX FIBER SF
8	FIBLCST1	STARTECH 1 METER DUPLEX MM FIBER OPTIC CABLE LC-ST
4	BCDV 1URACK-110	BCDV 2URACK-110 WALL MOUNT RACK
	1	············· VIDEO SYSTEM CABLING ··········
32	S-P24CAT5E- CM P-500	TYPE "L" CABLE, 500 FT, SECURITY 24AWG,SOL,4P,CAT5E,CMP,GREEN JACKET W/ WHITE STRIPE, PLENUM
		**************************************
4	H2-MPP02460	ICC CAT 6 PATCH PANEL HIPERLINK 6/24 PORT 1RM
32	1078L6WH	ICC IC1078L6WH CAT 6 EZ MODULAR CONNECTOR JACK WHITE
32	107SB1WH	ICC IC107SB1WH SURFACE MOUNT BOX 1/PORT
31	H2-PCSK03GN	CAT 6 3' PATCH CABLE GREEN
31	H2-PCSK05GN	CAT 6 5' PATCH CABLE GREEN
2	H2-PCSK07GN	CAT 6 7' PATCH CABLE GREEN

## 2.) Statement of Work

## a.) Objective:

- Install (33) vandal resistant IP Cameras at the Hall of Justice Building at 400 County Center in Redwood City.
- All Camera placements will be approved by County prior to installation. County will then verify camera angle once cameras are installed.
- Install conduit and pull cable through conduit to be secure, each floor to have designated IDF room which has riser to connect all cameras through dedicated network switches. Network Video Recorder to be housed in Radio Room 104.

#### b.) Summary:

Bosch NVR (Qty 1) Interior fixed IP cameras (Qty 26) Exterior fixed IP cameras (Qty 6) Elevator Cab camera (Qty 1) 26"LCD Monitors (Qty 2) 17" LCD Monitor (Qty 1)

#### c.) Locations:

- Transportation:
  - Inmate elevator cab (Qty 1) vandal resistant fixed camera
  - Sally Port loading dock (Qty 1) vandal resistant fixed camera

- Sally Port parking garage (Qty 2) vandal resistant fixed camera
- 1st Floor:
  - Marshalls side employee entrance (Qty 1) exterior vandal resistant fixed camera (Siemens shall provide and install conduit)
  - Judges entrance/exit (Qty 1) exterior vandal resistant fixed camera & (Qty 1) 17" monitor on the interior stairwell wall
  - Main entrance (Qty 1) exterior High MegaPixel vandal resistant fixed camera overlooking courtyard
- 2nd Floor:
  - Elevator lobby (Qty 1) vandal resistant fixed camera
  - Interior hallway (Qty 1) vandal resistant fixed camera
  - Hallway to 2E (Qty 1) vandal resistant fixed camera
  - Old holding cell (Qty 1) vandal resistant fixed camera
- 3rd Floor:
  - Main Area #1 (Qty 1) interior vandal resistant fixed camera
  - Main Area #2 (Qty 1) interior vandal resistant fixed camera
- 4th Floor (Head End Location Radio Rm 104):
  - Main area #1 (Qty 1) vandal resistant fixed camera
  - Main area #2 (Qty 1) vandal resistant fixed camera
  - Arraignment bench (Qty 1) vandal resistant fixed camera
  - Hallway #1 (Qty 1) vandal resistant fixed camera
  - Hallway #2 (Qty 1) vandal resistant fixed camera
  - Holding cell A (Qty 1) interior vandal resistant fixed camera (toilet area to be masked in programming)
  - Holding cell B (Qty 1) interior vandal resistant fixed camera (toilet area to be masked in programming)
  - Women's holding cell Holding cell A (Qty 1) interior vandal resistant fixed camera (toilet area to be masked in programming)
- 4th Floor (Marshall's side of building)
  - Walkway #1 (Qty 1) interior vandal resistant fixed camera
  - Walkway #2 (Qty 1) interior vandal resistant fixed camera
  - Middle area (Qty 1) interior vandal resistant fixed camera
  - Hallway #1 (Qty 1) interior vandal resistant fixed camera
  - Hallway #2 (Qty 1) interior vandal resistant fixed camera
  - Hallway #3 (Qty 1) interior vandal resistant fixed camera
- 6th Floor:
  - Holding area outside elevator (Qty 1) interior vandal resistant fixed
- 7th Floor:
  - Elevator lobby (Qty 1) vandal resistant fixed camera
  - Hallway #1 (Qty 1) vandal resistant fixed camera
  - Hallway #2 (Qty 1) vandal resistant fixed camera
- 8th Floor:
  - Elevator lobby (Qty 1) vandal resistant fixed camera
  - Access hallway (Qty 1) vandal resistant fixed camera
- d. Exclusions:
  - 120 VAC POWER to be provided by the County at the Siemens designated locations as required. All 120 VAC should be provided on dedicated 20 AMP circuits

- NETWORK DROP/IP ADRESS Siemens controller units require a network drop and IP address for each unit that to be installed under this proposal. Connectivity via company WAN will be required from each networked panel to the head.
- PAINTING & PATCHING Painting and patching of walls, ceilings, floors or other surfaces required due to removal, relocation or change in equipment will be provided by others.
- As-builts are not included basis "spots and dots" included.
- Work to be performed Monday through Friday, 5:00PM-2:00AM for restricted areas. Work done in equipment room can be done during normal business hours.

## B. Hall of Justice - Storage (\$51,580.71)

#### 1.) Equipment / Materials

Qty.	Model	Description
1	DIP-7083-8HD	DIVAR IP 7000 VIDEO MANAGEMENT APPLIANCE, 2U RACKMOUNT (8-BAY), RAID-5 24TB (8x3TB), HOT-SWAPPABLE HOD; INCLUDES BVMS SERVER/CLIENTNRMNSG, DUAL DVI/DP MONITOR OUTPUT, INCL 32 CHANNELS (EXPANDABLE TO 128 CHANNELS) 5 WKSTN, 5 FORENSIC SEARCH, 1 KBD 1/F
	DIP-6083-8HD	24TB Storage Expansion unit

#### 2.) State of Work

#### a.) Objective:

- Install Bosch Divar Video Management Storage recording at Full Resolution at 10 frames per second for 365 days. Hall of Justice has (31) new Bosch I.P. cameras that will be recording to these storage units.
- One 2U Rackmount 24Terabyte Storage with (3) 24 Terabyte Add-On Units to be installed at the 4th Floor Radio Room 104 in the Full-Rack enclosure.

## b.) Exclusions:

- 120 VAC POWER to be provided by the County at the Siemens designated locations as required. All 120 VAC should be provided on dedicated 20 AMP circuits.
- NETWORK DROP/IP ADDRESS Siemens controller units require a network drop and IP address for each unit that to be installed under this proposal. Connectivity via company WAN will be required from each networked panel to the head.
- Work to be performed Monday through Friday, 7:00AM-5:00PM.

#### C. Hall of Justice - Basement Room (\$2,612.60)

#### 1.) Equipment / Materials

Qty.	Model	Description
1	APC SMT1500RM2U	UPS FOR SERVER- Rack-mountable 1500 VA power capacity 7.2 min battery run time (up to) 1 kW power provided120 V 3 year warranty
1	BX700UI	APC Back-UPS 700VA, 230V, AVR, IEC Sockets for Client Workstation in SOC

#### 2.) Statement of Work

### a.) Objective:

- Install (1) APC 1500VA UPS unit to be installed in the HEAD END basement room of the Hall of Justice of 400 County Center in Redwood City.
- Siemens to furnish and install (1) APC 700VA UPS unit for the client workstation in the SOC.

#### b.) Exclusions:

- 120 VAC POWER to be provided by the County at the Siemens designated locations as required. All 120 VAC should be provided on dedicated 20 AMP circuits.
- As-builts are not included basis "spots and dots" included.
- Work to be performed Monday through Friday; 7:00AM-5:00PM.

## D. Hall of Justice - Network Closets (\$10,710.04)

## 1.) Equipment / Materials

Qty.	Model	Description
5	SMT1500RM2U	APC Smart-UPS 1500VA LCD RM 2U 120V
5	VPM-4	Mid-Atlantic 4 SPACE VERTICAL PANEL MOUNT

## 2.) Statement of Work

#### a.) Objective:

- Install (5) APC UPS units to be installed in the (5) Network Closets of the Hall of Justice Building at 400 County Center in Redwood City
- Install new equipment vertical racks in these areas to house the APC units, network switches and patch panel

#### b.) Exclusions:

- 120 VAC POWER to be provided by the County at the Siemens designated locations as required. All 120 VAC should be provided on dedicated 20 AMP circuits.
- NETWORK DROP/IP ADDRESS Siemens controller units require a network drop and IP address for each unit that to be installed. Connectivity via company WAN will be required from each networked panel to the head.
- PAINTING & PATCHING Painting and patching of walls, ceilings, floors or other surfaces required due to removal, relocation or change in equipment will be provided by others.
- As-builts are not included basis "spots and dots" included
- Work to be performed Monday through Friday, 7:00AM-5:00PM

## E. Hall of Justice – 4<sup>th</sup> Floor Inmate Hallway (\$24,769.13)

## 1.) Equipment / Materials

Qty.	Model	Description
3	NIN-70122-F1AS	FLEXIDOME IP PANORAMIC 12MP SENSOR, 180° LENS, EDGE & CLIENT
3	NIN-733-V03PS	FLEXIDOME VR 1.3 MP / HD 720p60 starlight VR 3-9MM SR-LENS, SDXC CARD SLOT, SMB

#### 2.) Statement of Work

### a.) Objective:

- Furnish and install (3) new I.P. 720p cameras for the 4<sup>th</sup> Floor Prisoner Hallway, relocate the 7th/8th Floor Holding Cell Cameras, replace (2) 720p dome cameras for 360 degree cameras, install (1) new 360 degree camera and re-use the two 720p dome cameras for the 4th Floor Prisoner Hallway.
- All Camera placements will be approved by County prior to installation. County
  will then verify camera angle once cameras are installed. Siemens to provide and
  pull cable to the new 4th Floor Prisoner Hallway locations.

- From the original install there are (6) cameras to fulfill the (9) cameras needed for the 4th Floor Prisoner Hallway. Install 3 additional 720p I.P. Dome Cameras with labor for installation, testing and programming.
  - (2) 360 Degree Cameras replaces the 720P I.P. Dome Cameras labor included.
  - (2) Spare cameras #6 & 7 (#6 is now a 360). Install a new 360 Degree camera and use cameras #6 & #7 for 4th Floor Prisoner Hallway.
  - 4<sup>th</sup> Floor SOC- Camera #26 not needed & (1) spare on bridge. These two cameras are to be installed on the 4th Floor Prisoner Hallway.
  - Remove 7th Floor Holding Cell- Install on Sally Port Camera #2 Remove Sally Port Cameras to install on 4th Floor Prisoner Hallway. Existing cable to stay in place for future camera add.
  - Remove 8th Floor Holding Cell- Install on Sally Port Camera #3 Remove Sally Port Cameras to install on 4th Floor Prisoner Hallway. Existing cable to stay in place for future camera add.

#### b.) Exclusions:

- 120 VAC POWER to be provided by County at the Siemens designated locations as required. All 120 VAC should be provided on dedicated 20 AMP circuits.
- NETWORK DROP/IP ADDRESS Siemens requires an IP address for each camera unit.
- PAINTING & PATCHING Painting and patching of walls, ceilings, floors or other surfaces required due to removal, relocation or change in equipment will be provided by others.
- As-builts are not included basis "spots and dots" included.
- Work to be performed Monday through Friday, 5:00PM-2:00AM for restricted areas. Work done in Equipment Room can be done during normal business hours.

## F. Hall of Justice – 4<sup>th</sup> Floor Radio Room (\$39,752,22)

#### 1.) Equipment / Materials

Qty.	Model	Description
1	DIP-7083-8HD	DIVAR IP 7000 VIDEO MANAGEMENT APPLIANCE, 2U RACKMOUNT (8-BAY), RAID-5 24TB (8x3TB), HOT-SWAPPABLE HOD; INCLUDES BVMS SERVER/CLIENTNRMNSG, DUAL DVI/DP MONITOR OUTPUT, INCL 32 CHANNELS (EXPANDABLE TO 128 CHANNELS) 5 WKSTN, 5 FORENSIC SEARCH, 1 KBD 1/F
2	DIP-6083-8HD	24TB Storage Expansion unit

## 2.) Statement of Work

#### a.) Objective:

- Install Bosch Divar Video Management Storage recording at Full Resolution at 15
  Frames per second for 365 days. Hall of Justice has (6) new Bosch I.P. cameras
  that will be recording to these storage units; (3) 360 degree cameras and (3)
  720P cameras.
- One 2U Rackmount 24Terabyte Storage with (2) 24 Terabyte Add-On Units to be installed at the 4th Floor Radio Room 104 in the Full-Rack Enclosure.

#### b.) Exclusions:

 120 VAC POWER to be provided by the County at the Siemens designated locations as required. All 120 VAC should be provided on dedicated 20 AMP circuits.

- NETWORK DROP/IP ADDRESS Siemens controller units require a network drop and IP address for each unit that to be installed under this proposal.
   Connectivity via company WAN will be required from each networked panel to the head.
- Work to be performed Monday through Friday, 7:00AM-5:00PM.

## G. Hall of Justice – 4<sup>th</sup> Floor Network Closet (\$5,970.96)

### 1.) Equipment / Materials

Qty.	Model	Description
1	APC SMT1500RM2U	UPS Rack-mountable 1500 VA power capacity 7.2 min battery run time (up to) 1 kW power provided
1	JG925A-ABA	24 Port POE Network Switch
1	HPE	GBIX FIBER UNIT

#### 2.) Statement of Work

## a.) Objective:

- Furnish and install one (1) APC 1500VA UPS Battery Backup to be located at 400 County Center Network Closet on the 4th Floor previous HEAD END. Siemens to relocate the 3000VA UPS with server and network switch to the 455 Data Center.
- Siemens to provide AS-BUILT drawings to show new location of equipment.

#### b.) Exclusions:

- 120 VAC POWER to be provided by the County at the Siemens designated locations as required. All 120 VAC should be provided on dedicated 20 AMP circuits
- NETWORK DROP/IP ADRESS Siemens units require a network drop and IP address provided by San Mateo Sheriff's IT Unit.
- Work to be performed Monday through Friday, 7:00AM-5:00PM.

#### H. Hall of Justice - 32" Monitor (\$1,989.68)

#### 1.) Equipment / Materials

Qty.	Model	Description
1	32RCE	32 LCD CCTV MONITOR W/ LED BACK
1	DP2DVI2	6" Display Port to DVI Video Adapter
1	DVIDDMM20	OVI-D Dual Link Cable - M/M -20ft
1	P8T3	APC 120 V 8 Outlet 6' Cord Surge Arrester

## 2.) Statement of Work

#### a.) Objective:

 Furnish and install one 32" Monitor with Mount and additional cables for the new location down the hallway of the main security control center.

## b.) Exclusions:

- 120 VAC POWER to be provided by the County at the Siemens designated locations as required. All 120 VAC should be provided on dedicated 20 AMP circuits
- NETWORK DROP/IP ADDRESS Siemens units require a network drop and IP address provided by San Mateo Sherriff IT Unit.
- Work to be performed Monday through Friday, 7:00AM-5:00PM.

#### I. Redwood City Campus Parking Garage (\$164,533.76)

#### 1.) Equipment / Materials

Qty.	Model	Description					
******GARAGE I.P. CAMERAS*****							
24	NDI-50022-A3	IP OUTDOOR DOME 1080P HD, AVF 3-10MM F1.3LENS, INFRARED DAY NIGHT, IDNR, AUDIO/MOTION/TAMPER DETECTION, IP66, IK10, 12VDC/POE					
2	NDI-50051-A3	IP DOME 5MP HD, AVF 3-10MM F1.3LENS, IP66, IK10, IDNR, D/N INFRARED, MOTION / TAMPERING / AUDIO DETECTION					
		*******NETWORK VIDEO RECORDER W/STORAGE******					
1	DIP-7083-8HD	DIVAR IP 7000 VIDEO MANAGEMENT APPLIANCE, 2U RACKMOUNT (8-BAY), RAID-5 24TB (8x3TB), HOT-SWAPPABLE HDD; INCLUDES BVMS SERVER/CLIENT/VRM/VSG, DUAL DVI/DP MONITOR OUTPUT, INCL 32 CHANNELS (EXPANDABLE TO 128 CHANNELS) 5 WKSTN, 5 FORENSIC SEARCH, 1 KBD I/F,					
1	DIP-6083-8HD	24TB Storage Expansion unit					
1	UML-191-90	19-INCH COLOR LCD MONITOR, 3D IMAGE, 500 TVL, 1280 X 1024 RESOLUTION, VGA, CVBS, AUDIO, 120/230VAC, 50/60 HZ - GENERAL PURPOSE					
	*****BATTERY BACKUP, POE & EQUIPMENT RACKS*****						
5	JG925A	JG925A, HP 1920-24G-POE+ SWITCH					
1	APC SMT1500RM2U	UPS Rack-mountable 1500 VA power capacity 7.2 min battery run time (up to) 1 kW power provided 120 V 3 year warranty					
	MRQ351S10	6U + 4U MiniRaQ Secure - Compact with Vented Bottom					
MRQ301S16 12U + 4U MINIRACK SECURE - TALL WITH VENTED BOTTOM							
		******EMERGENCY CALL BOXES******					
	1009601003 ALPHACOM XE1 AUDIO SERVER, includes 3 IP station licenses						
1009641006 1009641006, IP-STATION LICENSE FOR 6 CALL BOX STATIONS		1009641006, IP-STATION LICENSE FOR 6 CALL BOX STATIONS					
	1408001635 IP Video Master Desktop Station with Handset						
	1000160300         1603 Econo Wall SubStation           1008115020         TCIV-2, IP Video Turbine, Stainless Steel w/ Red Button						
	10001600TA2	1600 Series Turbine Adapter 2 Button Plate					

#### 2.) Statement of Work

## a.) Objective:

- Furnish and install (26) exterior vandal resistant IP Cameras in the Parking Garage near County Center in Redwood City. These cameras reflect the spots and dots plans created after a walk-through of the Parking Garage. Siemens to furnish and install a new Bosch Divar7000 Network Video Recorder with a total of 48Terabyte RAID5 Storage with 1500VA battery backup to be housed in the basement IDF room.
- Install new Emergency Call Box stations, one per floor and one at the front of the Hall of Justice.
- Install conduit and pull cable through conduit to be secure, each floor to have designated IDF Wall mount enclosure which has riser to connect all cameras through dedicated network switches. Fiber connectivity provided by others.
- Network Video Recorder, Battery Backup and Equipment Rack to be housed in basement IDF room. Program, test and training up to 4 hours for the end user.

#### Locations:

#### Basement:

- (Qty 1) exterior fixed vandal resistant dome camera looking at employee walk way.
- (Qty 3) exterior fixed vandal resistant dome camera positioned to follow the flow of traffic through the parking area in the basement.
- (Qty 1) Emergency Call Box

#### 1st Floor

- (Qty 1) exterior fixed vandal resistant dome camera positioned to watch pay station.
- (Qty 1) exterior fixed vandal resistant dome camera looking at elevator.
- (Qty 1) exterior fixed vandal resistant dome camera positioned to watch incoming traffic.
- (Qty 1) exterior fixed vandal resistant dome camera positioned to watch outgoing traffic.
- (Qty 2) exterior fixed vandal resistant dome camera positioned to follow the flow of traffic through the parking area on the 1st floor.
- (Qty 1) Emergency Call Box

## ■ 2nd Floor

- (Qty 1) exterior fixed vandal resistant dome camera looking at elevator.
- (Qty 3) exterior fixed vandal resistant dome camera positioned to follow the flow of traffic through the parking area on the 2nd floor.
- (Qty 1) Emergency Call Box

#### 3rd Floor

- (Qty 1) exterior fixed vandal resistant dome camera looking at elevator.
- (Qty 3) exterior fixed vandal resistant dome camera positioned to follow the flow of traffic through the parking area on the 3rd floor.
- (Qty 1) Emergency Call Box

## • 4th Floor

- (Qty 1) exterior fixed vandal resistant dome camera looking at elevator.
- (Qty 3) exterior fixed vandal resistant dome camera positioned to follow the flow of traffic through the parking area on the 4th floor.
- (Qty 1) Emergency Call Box

#### • 5th Floor

- (Qty 1) Emergency Call Box
- (Qty 1) exterior fixed vandal resistant dome camera looking at elevator.
- (Qty 3) exterior fixed vandal resistant dome camera positioned to follow the flow of traffic through the parking area on the 5th floor.

### b.) Exclusions:

- 120 VAC POWER to be provided by the County at the Siemens designated locations as required. All 120 VAC should be provided on dedicated 20 AMP circuits.
- NETWORK DROP/IP ADDRESS- Siemens networking, firewall penetration, network switches by others.
- PAINTING & PATCHING Painting and patching of walls, ceilings, floors or other surfaces required due to removal, relocation or change in equipment will be provided by others.
- AS-BUILTS are not included.
- Work to be performed during normal business hours.

## **EXHIBIT B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

## 1. RATES.

A. County will pay Contractor according to the following:

Exhibit A	Project	Equipment Cost	Labor / Project Mgmt. / Misc. Cost	TOTAL
1.A.	Hall of Justice - Camera Upgrade	\$98,820.76	\$87,077.21	\$185,897.97
1.B.	Hall of Justice - Storage	\$43,083.40	\$8,497.31	\$51,580.71
1.C.	Hall of Justice - Basement Room	\$1,304.69	\$1,307.91	\$2,612.60
1.D.	Hall of Justice - Network Closets	\$6,502.34	\$4,207.70	\$10,710.04
1.E.	Hall of Justice – 4 <sup>th</sup> Floor Inmate Hallway	\$7,161.99	\$17,607.14	\$24,769.13
1.F.	Hall of Justice – 4 <sup>th</sup> Floor Radio Room	\$35,040.01	\$4,712.21	\$39,752.22
1.G.	Hall of Justice – 4 <sup>th</sup> Floor Network Closet	\$2,378.88	\$3,592.08	\$5,970.96
1.H.	Hall of Justice - 32" Monitor	\$1,032.55	\$957.13	\$1,989.68
1.l.	Redwood City Campus - Parking Garage	\$69,118.43	\$95,415.33	\$164,533.76
			TOTAL:	\$487,817.07

## 2. PAYMENT

- A. County will pay Contractor upon receipt of an invoice for services, outlined in Exhibit A of this Agreement, rendered. Each invoice submitted by Contractor must include the following information, at a minimum:
  - · Agreement Number.
  - Time period covered.
  - Detailed statement of services for the invoiced period.
- B. Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall **not exceed \$487,817.07**. County shall have the right to withhold payment of disputed amount, if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.