

Cedar Falls CSD

Project Proposal



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Submitted by:
Rich Nichols
Johnson Controls, Inc.
Account Executive
1351 60th Street NE
Cedar Rapids, IA 52402
(319) 533-5188
rich.nichols@jci.com

Presented to:
Rick Gersema
Cedar Falls CSD
2001 Fairview Dr
Cedar Falls, IA 50614

Executive Summary

Cedar Falls CSD seeks to update and maintain their P2000 access control system. To achieve this, our recommendations are to upgrade the existing P2000 system to the latest version, migrate the system to the P2000 Version 5 offering that is built on Johnson Control's C•Cure 9000 platform, and protect your assets with a 5-year service agreement. The following information summarizes the benefits you will realize when you implement these recommendations.

Goals and objectives

- Security
- Reliability
- Flexibility
- Sustainable Technology

Our Solution

- P2000 Upgrade
 - 5-year planned service agreement with software service agreement.
 - Migration to P2000 Version 5 (when available)
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Financial Overview

Benefits

Because you are a valued P2000 customer, we are offering you this package to ensure the reliability and sustainability of your system for the foreseeable future.

Payment Options

If financed over 5 years, your estimated monthly payment at 6.5% nominal interest rate with no down payment would be \$636.00.

Our in-house financing team can work with you to develop a customized financing plan to meet your objectives, whether that is deferred payments, the lowest monthly outlay, no down payment or lowest interest rate.

1. P2000 Upgrade

Scope

JCI to provide for the P2000 Upgrade which will include:

- Replacement of (2) existing STI Boards with new S300 DIN Boards.
- New P2000 JCI320MACS SQL Server 2012 with 900GB and pre-loaded P2000 version 3.14 Pro software.
- P2000 3.14 Pro software license.
- P2000 3.14 Archive and Report Server add option.
- P2000 3.14 High availability option, allows P2000 to run on multiple computer without having to re-register.
- Technician labor to complete the change out, programming and commissioning of the new STI & S300 Boards.
- Labor and software to complete the firmware upgrades of all existing reader/IO boards. To include terminal boards programming to virtual/physical addressing to complete the upgrade to 3.14.
- Commissioning and testing for all readers, alarm points and I/O points.

Exclusions

- Additional equipment Enclosures/Cabinet and or Powers Supplies that may become required.
- Replacement or repair of any existing equipment that fails or requires service to operate correctly.
- Replacement of any existing wiring to conduit raceway.
- Repair and or replacement of any existing field devices.
- Security service watch of security doors and alarm point while the P2000 System.

2. Planned Service Agreement with Software Service Agreement

Scope

- Includes software and install labor of any updated software revisions and service packs, bug fixes, etc. that are released by JCI over a (5) year period.

Exclusions

- Annual inspection testing of the P2000 security system and its related field devices.
- Any P2000 or field device parts or materials.

3. Migration to C-CURE 9000 with the P2000 License Option

Scope

- Software and labor to install C-Cure 9000 software & licensing from the P2000 Server to complete the migration to the new JCI platform when it becomes available.

Exclusions

- Annual inspection testing of the P2000 security system and its related field devices.
- Any P2000 or field device parts or materials.

Project Proposal

We propose to furnish the materials and/or perform the project work (element 1 and 3) described above for the net price of:

\$30,900.00

This price is contingent on accepting the proposed project including all 3 pieces – Upgrade, Planned Service Agreement with Software Service Agreement for 5-year term, and Migration.

Element 1- Initial Upgrade = \$15,900 payable as project progresses.

Element 2 – Annual Planned Service Agreement/Software Support Agreement = \$1,600 per year.

- Term 1: July 1, 2018 – June 30, 2019 - \$1,600
- Term 2: July 1, 2019 – June 30, 2020 - \$1,600
- Term 3: July 1, 2020 – June 30, 2021 - \$1,600
- Term 4: July 1, 2021 – June 30, 2022 - \$1,600
- Term 5: July 1, 2022 – June 30, 2023 - \$1,600

Element 3 – Migration to C-CURE 9000 software = \$15,000 (not payable until late 2019 / early 2020 when this phase is to be started and completed.

Johnson Controls is responsible for a portion of the initial upgrade valued at \$15,900.

This proposal DOES NOT include:

Taxes

Project Payment Terms

Elements 1 and 3 will be billed as project is executed and project costs are incurred. Invoices to be paid in 30 days.

Service Agreement Payment Terms:

Element 2 will be billed on the first day of each term. Invoices to be paid in 30 days.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until:

Company Name

Johnson Controls, Inc.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

- 1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
- 2. INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Fifty percent (50%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 50% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of 1 year from delivery of said equipment, or if installed by JCI, for a period of 1 year from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
- 5. LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 6. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 7. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$40,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **LEGAL FEES.** Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.