



## Proposal

**Amway Center  
Security/Servers Upgrade**

To: Amway Center  
Attn: Charles Leone and Jeff Lutes  
Orlando, Florida

From: Mark Pearce and Ken Fuller

April 30, 2017

**Project: Amway Server Replacement with American Dynamics**

Johnson Controls is pleased to propose the following:

### SCOPE OF WORK

#### AMERICAN DYNAMICS VICTOR HARDWARE & SOFTWARE + UPS

Johnson Controls (JCI) is pleased to provide this proposal to furnish, install, program and commission new American Dynamics Victor/Video Edge VMS to replace existing Genetec VMS. The system includes automatic hot failover redundancy for the servers and manual redundancy for the workstation.

Qty	Product Name
3	VideoEdge Rack Mount NVR, 4 IP camera licenses, 90TB RAID 9 (96 total), 4 NIC, Redundant PS
2	Victor Professional SW License, Victor App Server, 10 concurrent Victor Unified Client Connection
4	Victor Professional Software License, 5 Concurrent Client Connections
10	Victor Command Center agent
2	VICTOR PROFESSIONAL HEALTH MONITORING LICENSE
2	VICTOR PROFESSIONAL MAP LICENSE
2	VICTOR PROFESSIONAL PTZ & VIRTUAL MATRIX LICENSE
171	VideoEdge NVR Camera license
6	AD Victor Client Workstation

3	ViewSonic VA2446m-LED LED monitor - 24" - 1920 x 1080 Full HD - 300 cd/m <sup>2</sup> - 1000:1 - 5 ms - DVI-D, VGA
3	Samsung HG40NE470SF 40" Class - HE470 series LED display
4	Samsung UN32J5205AF 32" Class (31.5" viewable) LED TV
2	Peerless SmartMount Universal Flat Wall Mount
1	1U RACKMOUNT KVM CONSOLE BUILT-IN SLIDE OUT KEYBOARD TILT-UP 19" CONSOLE
7	Cat5 -HDMI Converter
3	RJ45 CAT 5e Patch 24/4pr, STR, Unshielded, CM, Non-Plenum, Gray, 15' Patch Cable
3	1000VA 900W UPS SMART LCDRACKMOUNT AVR 120V USB DB9
3	SNMP/EWB CONNECTS UPS TO ETHERNET
12	36VDC EXTERNAL BATTERY PACK
3	900VA STANDBY UPS
1	Program existing cameras

### System Operation:

Furnish, install, program and commission new American Dynamics Victor/Video Edge VMS to replace existing Genetec VMS. 2-VideoEdge Rack Mount NVR, 4 IP camera licenses, 90TB RAID 5 (96 total), 4 NIC, Redundant PS 1-VideoEdge Rack Mount NVR, 4 IP camera licenses, 90TB RAID 5 (96 total), 4 NIC, Redundant PS FOR HOT FAILOVER 2-victor Professional Software License, victor Application Server, 10 concurrent victor Unified Client 4-victor Professional Software License, 5 Concurrent Client Connections 10-victor Command Center agent 2-victor Professional Add-on License, victor Client Health Monitoring 2-victor Professional Add-on, victor Client Maps 2-victor Professional Add-on License, victor Client Virtual Matrix PTZ Keyboard 171-VideoEdge NVR Add-on, 171 IP Camera license 3-AD Victor Client Workstation 1-command center; 1-garage; 1-7th floor 3-AD Victor Client Workstation for standby in event of primary workstation failure 3-24" LCD 1920x1080 FHD LED, HDMI, DVI, VGA, Y/C, 2-BNC IN 2/Loop, Audio, 3D CF & DI, IR Remote Ctrl 3-Samsung HG40NE470SF 40" Class - HE470 series LED display mount to existing monitor mounts command center 2-Samsung UN32J5205AF 32" Class (31.5" viewable) LED TV garage- mount to existing monitor mounts 2-Samsung UN32J5205AF 32" Class (31.5" viewable) LED TV 7th floor 1-1U RACKMOUNT KVM CONSOLE BUILT-IN SLIDE OUT KEYBOARD TILT-UP 19" CONSOLE 3-1000VA 900W UPS SMART LCDRACKMOUNT AVR 120V USB 3-SNMP/EWB CONNECTS UPS TO ETHERNET 12-36VDC EXTERNAL BATTERY PACK 3-900VA STANDBY UPS 7-Cat5 -HDMI Converter kit Program 179 existing video cameras into system.

Quality Service Plan Includes hardware listed and quarterly inspection. Does not include any other system devices such as cameras, switches, cabling, etc. Does not include any repair or adjustment to any cameras, switches cabling, etc..

### Programming Info:

- Program system to record MPEG @ 7 FPS motion based recording. This is project to yield 60 days of recorded video. This is an estimate and could vary due to varying factors.

- Site Conditions: Existing construction; Telecommunications Room, command center, garage, 7th floor; 6-10' ladders required.

**Support:**

- SSA (Software support agreement) will be provided under the JCI F&S Security Contract with Amway/City of Orlando.
- Hardware support for equipment listed above will be provided under the JCI F&S Security Contract with Amway/City of Orlando.

**Work Flow:**

- Receive and process order
  - Order equipment and software
  - Deliver equipment & software. Amway to provide onsite secure storage
  - Obtain network information for all equipment requiring network connectivity
  - Verify availability and locations of network connectivity and power source in existing equipment rack
  - Upon verification of above commence installation of network video recorder hardware, UPS and KVM in rack. Energize equipment and connect to network.
  - Install new UPS in rack with NIC.
  - Verify availability and locations of network connectivity and power source at workstation locations
  - Install workstations, administration monitors and UPS
  - Install client software on workstations
  - Transition cameras to new servers. Note this will require the operation of both systems simultaneously.
  - Verify transition of all cameras to new servers.
  - Note camera functionality. Document camera operation-non-operation
  - Remove existing 40" monitors in command center
  - Install new 40" monitors in command center and connect to new workstation via existing cabling. Utilize existing monitor mounts
  - Remove existing 32" monitors in garage
  - Install new 32" monitors in garage and connect to new workstation via existing cabling. Utilize existing monitor mounts.
  - Install new 32" monitors 7th floor and connect to new workstation with new cabling. Provide new monitor mounts.
  - Commission victor system
  - Train customer on use of victor system as noted in SOW
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## **CLARIFICATIONS**

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- The application software is Windows and resides on the workstations. Application software does not reside on the Network Video Recorders (NVRs). The NVRs are Linux based. The NVRs operate independently of the application (workstation), so even in the event of a failure an NVR the other NVRs record and operate. This would be likened to hot failover or automatic process.
- Three workstations are being provided. This includes a 2<sup>nd</sup> workstation computer at each location for use if the primary workstation PC failed. This would be likened to cold failover as this would be a manual process.
- All work to be performed during normal business hours (Mon-Fri, 8am-5pm). No off-hours work is included.
- Does not include providing and installing any fire alarm modules and duct smoke detectors.
- Does not include any labor or materials not specifically mentioned in this proposal.

## **NOT INCLUDED**

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- Payment or Performance Bonds.
- Installation of Cameras or other devices not mentioned in the scope.
- Fire/smoke and smoke dampers.
- Fire/smoke and smoke damper wiring.
- Overtime Labor.
- Any and all work associated with the fire alarm system.
- Any work or hardware not described in the proposal.

**PRICING SUMMARY**

Price in accordance to Johnson Controls standard terms and conditions, Tax as Indicated Below, Freight included FOB Factory, and standard delivery.

**PRICE FOR SERVER UPGRADE LISTED ABOVE (USE TAX INCLUDED).....\$168,920.00**

**SIGNATURE**

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

This proposal is valid until 60 days from the proposal date.

Amway Center  
Purchaser - Company Name

JOHNSON CONTROLS, INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name:

Name: Mark A. Pearce

Title:

Title: Service Manager / Market Director

PO:

## TERMS AND CONDITIONS

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

**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, flowmeters, orifices, etc., if required hereunder, to be furnished by Johnson shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, tele, drinking water, project hoist, elevators, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson'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 hazardous or dangerous materials, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement relating thereto 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 related to hazardous or dangerous materials without JCI's express written consent.

**INVOICING & PAYMENTS.** Johnson 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. Ten percent (10%) of the contract price for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in Johnson's initial invoice. Purchaser agrees to pay Johnson the amount invoiced upon receipt of the invoice. Advances of ten will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.

**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 Johnson, 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, Johnson 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 thereof.

**WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to the Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson 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.

**LIABILITY.** Johnson 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.

**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. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

**DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson'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 Johnson.

**COMPLIANCE WITH LAWS.** Johnson 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.

**DISPUTES.** All disputes involving more than \$15,000 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.

**INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

**INDEMNITY.** The Parties hereto agree to indemnify each other from all liabilities, claims, expenses, losses or damages, including attorney's 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.

**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 this project or project site.

**ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersede any prior representations or understandings. **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.