

ATTACHMENT NO. X-A

ATTACHMENT NO. X-A: Approval of Metasys ADS Upgrade

Potential motion: Move to approve Metasys ADS Upgrade

Recommended action: Approve as presented

Johnson Controls proposes to upgrade the district's existing Metasys Application and Data Server from 4.0 to the latest revision of Metasys software (7.0). The total cost of \$19,586.80 includes material and labor (see attached).

Pros

- Will be able to remove 2 virtual machines that are only used to access Metasys, freeing up resources for more important Virtual machines.
- Eliminates reliance on Java and Windows XP. XP is no longer a supported OS and in order to use Metasys, we have to have Java 6u4 installed. Current version as of 07/19/16 is 8u91.
- Server will be on virtual machine cluster which allows for failover capabilities.
- Since the server will be on the cluster, will allow us to back up the server.
- Salesman told us of new alerting mechanisms that could be utilized to notify individuals in emergency situations.
- New system will better position us for the eventual expansion of Metasys into the remaining buildings in the district.

Cons:

- Current system is not being backed up. Failure of the workstation would require a rebuild from scratch.
- Have to replace two NAEs because our current ones do not have enough memory to handle new system. This drives up the cost of the upgrade.



PROPOSAL

Johnson Controls, Inc.
Controls Group
3007 Malmö Drive
Arlington Heights, IL 60005
Tel: (866)854-4768
Fax: (847)364-1548

TO: Jim Novak
Director of Facilities
North Boone CUSD 200
6428 North Boone School Rd
Poplar Grove, IL 61065

DATE: February 23rd, 2016

PROJECT: Metasys ADS Upgrade

Johnson Controls would like to thank you for the opportunity to present this proposal for your consideration. We propose to perform the work described below:

Scope of Work

Johnson Controls shall provide the following to upgrade the existing Metasys Application and Data Server from 4.0 to the latest revision of Metasys software (7.0).

- **APPLICATION AND DATA SERVER SOFTWARE:**
 - i. Provide Metasys Application and Data Server Upgrade software
 - ii. Provide control technician labor to work with district IT staff for software installation
 - iii. Provide control technician labor to upgrade existing Network Automation Engines (NAE) to 7.0
 - Includes labor to upgrade existing Metasys SCT database to 7.0
 - iv. Provide control technician labor for an overview of Launcher software installation
 - v. Provide control technician labor to create a new database backup on the new server
- **NETWORK AUTOMATION ENGINES (NAE) REPLACEMENT:**
 - i. Provide and install (2) Network Automation Engines (NAE) in existing panels
 - ii. Provide control technician labor to download Metasys SCT database to new NAEs
 - iii. Provide control technician labor verify new NAEs are mapped on new ADS
- **ONSITE CUSTOMER TRAINING:**
 - Provide (4) hours of onsite customer training

PRICE:

OUR PRICE FOR **ABOVE** MENTIONED WORK:\$19,586.80

MATERIAL: \$14,470.00

LABOR/TRAVEL: \$5,116.80

Notes

- This proposal considers all existing equipment is operational
- This proposal excludes any repair work to field equipment
- This proposal excludes additional system programming
- This proposal excludes all operator work stations and monitors
- This proposal is limited to the above mentioned material

We look forward to working with you on this project please contact me if you have any questions regarding this proposal.

Sincerely,
Eric Stanish
Eric.J.Stanish@jci.com
Cell: 630-730-0416

OFFER ACCEPTANCE:

Name: _____

Date: _____

PO: _____

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, 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, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not backcharge 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 environmental Hazards, or dangerous substances, to include but not limited to asbestos, or PCBs, 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. INVOICE AND 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. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereinunder and purchaser agrees to pay Johnson additional amounts 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 Johnson'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 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 therefore.

4. EQUIPMENT WARRANTY. Johnson Controls, Inc. (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer.

5. LABOR WARRANTY. Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours.

These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.

6. 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.

7. TAXES. The price of this proposal does not include duties, sales, use, excise, or other 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.

8. DELAYS. Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance 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, etc.

9. 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 a permanent nature shall be procured and paid for by the Purchaser.

10. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

11. 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.

12. 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.

13. 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.

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 JCI unless accepted by JCI in writing.