Exhibit No. 2



Johnson Controls, Inc. 5770 Warland Dr. Suite A, Cypress CA 90630 License No. 22445 License Class: A, B, C4, C7, C10, C20, C38 Mark Thummel Account Executive mark.a.thummel@jci.com Cell: (702) 664-9100

June 17, 2024

PROPOSAL / QUOTATION



City of Carson Request For Proposal – RFP 22-046 Amendment No. 3

Project: Access Control and Video Surveillance Systems – Additional Scope of Work

Attn: Nora Garcia, MPA Emergency Services Manager

Address: 701 Carson Street, Carson CA 90745

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

Project Description: Johnson Controls shall provide a turnkey, complete installation of the additional material and labor listed in the BOM / Bill of Material to expand the new Access Control and CCTV Surveillance systems. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers. This will include the additional hardware and cloud based storage to maintain the 90 days storage as required in the original RFP 22-046 specifications.

The evaluation, upgrades and reworking of the existing lighting poles will be performed to provide constant power at each pole receiving cctv cameras. We will bypass existing timers for lighting control to provide constant power to the light poles receiving cctv cameras. Poles getting cameras and all poles on the lighting circuit before that pole will get a photocell added to control the lights day/night. After the poles with cameras have constant power, JCI will provide and install the necessary power bridge/transformers to step down the power to 120V which supports the cctv cameras. All of the pole mounted cameras at each site will be focused and aimed to the customer's requested field of view.

The additional card readers listed in the BOM/Bill of materials will be installed, configured and tested for proper operation. Each door/portal location receiving a card reader will also receive the necessary electronic locking door hardware, request to exit safety door release and security devices with the required power supply for proper operation of the door.

Total Investment Summary:

Total Investment / Quote (net selling price, FOB shipping point, tax is included)	\$ 1,590,485.59
Allowance Credit from RFP22-046 Cost Proposal Form	\$ -150,000.00
Equipment Rentals	\$ 13,735.00
Total Material	\$ 1,120,796.74
Total Labor	\$ 605,953.85



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BOM / Bill of Materials

QUMULEX SYSTEMS EXPANSION		
QXP	SINGLE QUMULEX PRO CLOUD RESOURCE (DOOR, CAMERA) LICENSE	100
CS90-60	90 DAY CLOUD VIDEO STORAGE, 5 YEARS - ONE PER PER MULTISENSOR LENS	80
QXS300-04	QXSTATION 300, 1U RACKMOUNT GATEWAY, 4TB HDD, 16 CAMERAS, 32 TOTAL DEVICES	2
QXS500-10	QXSTATION 500, 2U RACKMOUNT GATEWAY, 10TB HDD, 32 CAMERAS, 64 TOTAL DEVICES	3
QXS500-UP	QXSTATION 500 - FACTORY UPGRADE, TO SUPPORT 64 CAMERAS, 96 TOTAL DEVICES	1
QXEP-DKUF-08DR-1502-MR52-U	8 DOOR KIT, (1) QXEPLP1502 INTELLIGENT CONTROLLER, (3) MERCURY QXEPMR52-S3B, (1)LSP POWER, ENCLOSURE	14
QXEP-DKUF-04DR-1502-MR52-U	4 DOOR KIT, (1) QXEPLP1502 INTELLIGENT CONTROLLER, (1) MERCURY QXEPMR52-S3B, (1)LSP POWER, ENCLOSURE	2
1475F-DELL	DELL OPTIPLEX 7000 WORKSTATION, 24" MONITOR, KEYBOARD, MOUSE	1
22 CAMERA ADDITION		Qty
P3737-PLE	AXIS CAMERA 360, MULTI SENSOR, PANORAMIC 4X 5MP 20FPS, 360 IR ILLUM	19
T94N01D, T91B67	AXIS, CAMERA PENDANT KIT, POLE MOUNT KIT	19
P4707-PLVE	AXIS CAMERA, MULTI SENSOR, 2X 5MP, 180 DEGREE	2
P1465-LE-3	AXIS CAMERA, FIXED, SURFACE MOUNT, L.P-VERIFIER KIT	1
JCI CREDIT	RFP 22-046 CONTINGENCY FUNDS FOR SITE WORK \$150,000 DEDUCTION	1
LIGHT POLES / POWER UPGRAI	DES, CONFIGURATIONFOR 24-7 UNINTERUPTED POWER	Qty
JCI/BENSON	ELECTRICAL RE-WORK OF EXISTNG CIRCUITS PER POLE	67
JCI/MAXIM	Convert 277V POWER PER POLE TO 120V WITH POWER BRIDGE TRANSFORMER	47
ACCESS CONTROL SYSTEM EXP	ANSION - FIELD DEVICES	Qty
180-12-BRN	GRI DOOR POSITION SWITCH, CLOSED LOOP, 3/4" DIA, RECESSED	78
40NKS-00-00192U	HID CARD READER, SIGNO 40,BLK/SLVR,PIG,CRD PFL STD,BLE:ON,OSDP,V1,32-B	78
A-i8116-E	AXIS IP INTERCOM KIT: CITY CLERK OFFICE / DOOR STATION / BASE STATION/	1
JCI/MAXIM	ACCESS CONTROL SYSTEM HARDWARE & ELECTRONIC DOOR HARDWARE EXPANSION	78

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	Mills	Comm Center	Calas	Carson	Del Amo	Carriage Crest	City Hall	Heming way	Foisia Park	Veterans	Maint Yard	Maint Yard	Total Cameras	Total Sensors
Muti Sensor		CCITICI				Cicst		way	Tark		Tara	Taru	Carrieras	5013013
AXIS P3719-PLE						Ĭ								
(3737 replacement)		2		2	2	1	7	1	3		1	0	19	76
Quad, Pole Mount														
AXIS P4707-PLVE		2							2					2
Dual, Wall Mount	1	2							-2				1	2
AXIS P1465-LE 29mm			1							1			2	2
Single, Wall Mount			1							1			2	2
Camera Total	1	4	1	2	2	1	7	1	1	1	1	0	22	80
	Mills	Comm Center	Calas	Carson	Del Amo	Carriage Crest	City Hall	Hemingw ay	Foisia Park	Veterans	Corp Park Bldg A	Corp Park Bldg B	Total Reader Add	
Door Adds - Total							64				28	25	117	
Card Reader credits from the base contract = 39 readers.								-39						
Lisences for each door and Camera (not imagers/sensors)								100	i					
Cloud subscription for new cameras-there is no monthly cloud fee for the doors														

Customer Responsibilities:

These are items that JCI is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by JCI. These requirements must be provided by the owner.

- 1. All AC power from the building to the lighting poles, panels, gateways, power supply panels and equipment locations, including hardwired power connections as specified by JCI.
- 2. All required network connectivity supporting these systems, for connection to the client network.
- 3. All software or hardware configuration for owner furnished equipment.

Inclusions:

The following items are included in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

- This Amendment delivery shall be based on the original base RFP agreement.
- 2. All Equipment, and accessories required for fully functional systems.
- 3. Prevailing Wage, Non-Union labor associated with engineering, installation, programming, and testing.
- 4. Documentation submittal package with the manufacturer's product sheets and operation manuals.
- 5. Coordination and cooperation with the customer team regarding installing the system.
- 6. Pricing assumes normal working hours, Mon-Fri, 8am to 6pm. Excludes all off-hours work.
- The current drawings will be update providing update drawing locations for each new device and the
 poles which support the cctv cameras. As built and redline drawings, along with project close out
 documents are included.

Exclusions:

The following items are excluded from this proposal unless specifically identified otherwise within this proposal documents or scope of work statement.

- 1. Pole raceways and coverings to be designed, provided, and installed by others.
- 2. All high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- 3. All underground conduit, trenching, encasement and or backfill from buildings and or poles.
- 4. The schedule commitments for the original RFP 22-046 and the amendment

Note: All equipment availability will be provided at the date material is released to be ordered. Delivery dates are based on manufacturer availability and Johnson Controls, Inc. will not be responsible for any delays of any equipment at any time.



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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, 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 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 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 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 is 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. 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.

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 a 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, INCULDING, 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 the project or project site.

ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

CUSTOMER APPR	OVAL:			
Customer Name:				
Signature (*)				
Date:				
* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.				
Please check the applicable box indicating Customer Purchase Order (PO) Requirements:				
No PO Required	Single PO Required for Initial Term Annual PO Required			