



Engineered Solutions Midwest, Inc.

5609 W. 74th Street • Indianapolis, IN 46278

engineeredolutions.com

317-973-1304

PROPOSAL # 2881-1

TO: Danny Powers
Public Works Director
Town of Whitestown

DATE: 2/19/2021

PROJECT LOC: Whitestown, IN

PROJECT TITLE: SCADA Computer
Upgrade

Engineered Solutions Midwest, (ESM) appreciates the opportunity to present this proposal to Whitestown Utilities for a SCADA Water Systems Computer Upgrade.

ESM specializes in servicing the water and wastewater industry. Our portfolio ranges from manufacturing of pumping stations to designing/implementing SCADA systems to electromechanical troubleshooting and repair. We differentiate ourselves in the market by providing a single source for all of your plant and pumping system needs. Our experience applying system hydraulic dynamics to the technological aspects of SCADA systems further separates us from others in our industry. We troubleshoot and repair pumps, controls, valves, electrical systems, and telemetry systems.

ESM is a 24/7 rapid response center but recognizes and empowers the customer as the first line of defense in an emergency. ESM will be there to help over the phone or mobilize as expediently as the situation requires.

Please note that during and following the completion of any of the options below, ESM will train your staff to ensure they are comfortable with your upgraded system. Staff education will continue with phone support, or additional training / refreshers on site as required when we are in the area.

Thank you again for the opportunity to quote your current and future needs. Please see below:

A. **SCADA Computer** – The existing SCADA computer is a 32-bit machine. ESM recommends upgrading to a new 64-bit Windows 10 machine with the latest Rockwell 64-bit SCADA software. ESM will update the SCADA graphics and logic as needed to facilitate the upgrade to the new hardware and software.

1. Computer with at least 7th generation I7, I9, or better processor, at least 16 gig of RAM, at least 1TB solid state drive, Video card with at least 4gig RAM supporting resolution of at least 1920x1080, audio, USB, 2 ethernet network interfaces, Windows 10 PRO or higher operating system
2. Monitor (24” or larger)
3. Rockwell/Allen-Bradley 64-bit SCADA Software
4. Anti-virus Software with one-year license included
5. Microsoft Office Software
6. Updated dialer software
7. Updated Reporting Software
8. Necessary miscellaneous cables and materials as required
9. Keyboard/Mouse/Speakers
10. Ethernet Switch
11. Cell modem

In addition to the above items and confirmation thereof, ESM plans to start from scratch for an owner influenced customized SCADA system rather than upconvert the existing programs. Some existing hardware and software are not compatible with Windows 10, so these will need to be purchased and programmed as well. Additionally, ESM will amend the existing Indianapolis Road WSBPS PLC program to address the latest changes to communications and tanks in/out of service.

Your **TOTAL** Cost, *No Applicable Taxes Included*.....\$ 49,245.00

Equipment Delivery & Installation: TBD Weeks After Receipt of Signed Proposal.

PAYMENT TERMS:

The above TOTAL Cost is based solely on the aforementioned scope of work in this specific proposal. Any services and/or materials that exceed this scope of work, shall be presented to and authorized by the customer, in which additional costs may be incurred.

Terms of payment will be Net 30 days subject to 1.5% per month late charge for past due accounts.

For additional information please contact:

Brian Ealy
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(765) 505-2026
brian@uscontrols.com

**CONDITIONS OF SALE ACCOMPANYING THIS PROPOSAL ARE AN INTEGRAL PART OF THIS PROPOSAL.
ACCEPTANCE CONSTITUTES ACKNOWLEDGEMENT OF TERMS.**

Accepted, **Contingent** Upon Contract Award and Receipt of Submittal Approval

this _____ day of _____ 20 _____

Company Name

Authorized Signature

By _____

CONDITIONS OF SALE

ALL PROPOSALS ARE BASED ON, AND ALL PRODUCTS AND SERVICES ARE SOLD ON THE FOLLOWING TERMS, CONDITIONS AND PROCEDURES:

1. THIS PROPOSAL PRICE is firm if order is placed within thirty (30) days from the date of the proposal.
2. TERMS - Subject to approval of credit and as specifically stated on this proposal. Account must be current, including late charges, before services are performed. The price on this proposal is based upon these Conditions of Sale. If different terms are desired by the purchaser, the price will be adjusted to reflect the differences in terms.
3. DELIVERY – Services and any parts delivered by ESM are f.o.b. the project site, or nearest passable road. Deliveries of the various units of this order may be made as completed. Shipments via common carrier are f.o.b. point of shipment.
4. DELIVERY TIME - The time of delivery stated on this proposal is Engineered Solutions Midwest Inc. (ESM) best estimate and begins with the date all information necessary to proceed with releasing materials is received by ESM. While ESM will diligently attempt to meet the stated delivery, ESM shall not be liable for any delay in shipment from any cause whatsoever outside the direct control of ESM and Purchaser agrees not to make any such claim.

Service will be scheduled within 7 to 10 days after materials are received. Materials will be invoiced upon receipt if services are delayed by factors outside the control of ESM. It shall be the Purchaser's responsibility to notify ESM prior to anticipated service if a delay is anticipated.

5. TAXES - No Federal, State, or Local taxes have been included in the prices quoted on the proposal face. All known and applicable taxes will be included on the invoice and are to be paid by the Purchaser.
6. WARRANTY - ESM warrants, to the original Purchaser service labor to be free from defects in workmanship for the period of 90 DAYS from the date of service, provided the product is properly installed, maintained and operated under normal conditions according to the manufacturer's instructions.

Replacement components or parts provided by ESM shall include the original component or part manufacturer's OEM warranty. Assistance in administering the original component part manufacturer's OEM warranty is the extent of ESM's responsibility for replacement parts or components.

The obligation of ESM under this warranty is limited to repair or replacement of any component or part f.o.b the manufacturer's dock which shall upon examination disclose to the manufacturer's satisfaction to have been originally defective. Correction of such defects by repair or replacement shall constitute fulfillment of all obligations. ESM shall not be liable for loss, damage or expense directly or indirectly from the use of its products or from any other cause.

Any products, components or parts not purchased by ESM are excluded from this warranty. No services on these components are included in this proposal. Expenses incurred by ESM attributable to the misapplication or malfunction of components not supplied by ESM will be the responsibility of the Purchaser.

This warranty is conditional and does not apply to any of the following items:

- a) Items that must be replaced because of normal usage such as pump seals, packing, grease, oil, light bulbs, etc.
- b) Items that have been started up by person not authorized by ESM or that have been altered or repaired outside of the manufacturer's factory, without written authorization from ESM.
- c) Products that are not started, checked and adjusted by an authorized ESM technician within the warranty period of the original OEM manufacturer, unless special written instructions have been requested and received from ESM.
- d) Warranty claims made after the warranty term(s) have expired.

ESM services are not subject to expressed, implied or statutory warranty other than herein set forth, and no agent, representative or distributor of ESM has any authority to alter the terms of this warranty.

*Engineered Solutions Midwest, Inc is an authorized local sales and service center for Engineered Fluid, Inc.

7. **SITE CONDITIONS** - It shall be the Purchaser's responsibility to have all site conditions (e.g., electrical installation, water connection, etc.) prepared for the ESM technician in advance. Service charges are portal to portal and include wait time onsite. Subsequent trips are not included in the purchase price if services cannot be performed due to inadequate preparation.
8. **CANCELLATION** - Purchaser agrees to reimburse to ESM all costs incurred and associated with cancellation of order. Charges will include, but not be limited to, expenses related to submittal design and assembly, procurement of material, restocking charges, and shipping and handling of material.
9. **ACCEPTANCE** - Acceptance of this proposal whether by a separate purchase order or by other means shall constitute an acknowledgment of the quotation as written and an acceptance of the terms and conditions thereof. Any positive written response to this proposal shall be considered as an acceptance thereof. Acceptance of any terms, provision or conditions in conflict with those stated herein shall be so stated in writing by an officer of ESM. The acceptance of any goods or merchandise shipped to Purchaser as described herein shall constitute an agreement by the Purchaser to all the terms and conditions hereof.
10. **GOVERNING LAW** - This transaction shall be governed by, interpreted and enforced in accordance with the laws of the State of Indiana.
11. **DISPUTE RESOLUTION** - Any and all lawsuits arising out of the terms and conditions of this agreement or concerning the goods sold hereunder shall be instituted and litigated in Boone County, Indiana and in no other forum unless the parties shall mutually agree in writing to a different forum. Accordingly, the parties to this transaction submit to the jurisdiction of Boone County, Indiana with respect to any dispute or disagreement having to do with, or arising out of, this contract or the performance by either party hereunder.
12. **COSTS AND ATTORNEY'S FEES** - In the event that Purchaser shall fail to comply with any of the terms and conditions hereof, then Purchaser shall reimburse ESM for all attorney's fees and court costs which may be paid, or incurred, by ESM in an effort to enforce the terms and conditions hereof or to obtain damages on account of the breach hereof by Purchaser.