



# Engineered Solutions Midwest, Inc.

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PROPOSAL #: 1256 rev 2  
TO: Grant Crawford  
Project Administrator  
City of Gahanna

DATE: rev 10/15/2015  
PROJECT LOC: Gahanna, OH  
PROJECT TITLE: SCADA Upgrade

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## City of Gahanna SCADA Upgrade

Engineered Solutions Midwest appreciates the opportunity to provide the following proposal to you to upgrade the Gahanna, Ohio SCADA computer. Each of our customers has a unique situation and set of requirements which we take into consideration when designing a SCADA system. Typically, we utilize Rockwell products on a standalone server for the SCADA systems we deploy. Based on our review of your existing system, your input, and the available options, we believe the most beneficial strategy is to setup a new virtual server environment which will host the iFIX SCADA software and alarm dialer.

As you are aware, a full SCADA upgrade has been necessitated by the obsolescence of your existing SCADA software and hardware. We propose forming a partnership with your IT group to setup a virtual server in your existing server space to leverage infrastructure you already have in place. This will save you the cost of new SCADA server hardware and avoid future hardware obsolescence. By utilizing a properly configured hot redundant virtual environment we mitigate risk and avoid downtime of your SCADA system. Furthermore, patches can be rolled out in a sandbox environment and tested before being applied to the production server. Several factors were taken into account when selecting the SCADA software to use in this application. The existing SCADA network consists of proprietary equipment which must be supported with the new SCADA server. The software must support multiple platforms and protocols to permit future upgrades from proprietary hardware to industrial standard equipment. Current functionality of the SCADA system web based interface which allows access for multiple unique users independently and concurrently must be maintained. Finally, utilizing the current SCADA platform will be more intuitive because the city is familiar with the existing graphical user interface. For these reasons we recommend the city upgrades to the latest version of the iFIX SCADA software.

To setup the virtual server we will partner with your IT team to identify the environment best suited for the city and the SCADA software. This will include, but not be limited to, operating system selection, security, and communications setup. It is imperative for us to foster a strong relationship with your group to ensure our deliverable exceeds your expectations while we maximize our effectiveness as we support your system. With your team actively involved in the initial setup, their familiarity with the system will reduce downtime as we work together to resolve future issues. To ensure we are able to provide the highest level of service we require VPN access into the SCADA server via the Internet.

If you have any questions, please give us a call. Thank you for considering Engineered Solutions Midwest for this SCADA upgrade.

We propose the following equipment:

**SCADA Server**

1. GE iFIX SCADA Software
2. GE GlobalCare Services – 1<sup>st</sup> year
3. WIN911 Alarm Dialing Software

The below cost will include Engineered Solutions Midwest installing/configuring the SCADA software applications and establishing connectivity with the SCADA network. The City of Gahanna will be responsible for setting up a virtual server environment, any hardware required for functionality of the virtual server/environment, a remote VPN connection and assisting in connectivity with the existing SCADA network.

The deliverable will include updated screens and control over the network of the pump stations and tank once those sites have been upgraded as well. The owner shall approve the final screen changes.

\*Note: We require a VPN connection be setup to access the SCADA server to allow us to perform remote support/troubleshooting.

**PAYMENT TERMS:**

The price is firm if order is placed within 30 days from date of proposal. Net 30 days after installation.

For additional information please contact:

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info@engineeredolutions.com

Your TOTAL Cost, **No Applicable Taxes Included** ..... \$ 40,902.09

Equipment Delivery & Installation: TBD\* Weeks After Receipt of Signed Proposal.  
\*ESM will coordinate installation date with the owner.

**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 out-side 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.

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.