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To; Pacific County Jail  
South Bend, WA  
Attn; Joe Camenzind  
E-Mail; jcamenzind@co.pacific.wa.us  
Re; Security Controls upgrade

2/17/12

ECS is pleased to quote the following security controls upgrade at the Pacific County Jail, below is a scope of work to be performed. Please review the scope and if you have any questions or concerns contact me for additional info.

ECS will provide the following;

- 1) Provide replacement of the jail control room Monitor Pro software with new Dell computer running Winn CC Flex software and tie into the existing PLC in the low voltage room.
- 2) Provide (2) Elo monitors and (2) Dell touchscreen computers in Dispatch running WinnCC Flex software and tie into the existing PLC in the low voltage room.
- 3) Provide programming for the touch screen graphics and control.
- 4) Provide updated firmware to the PLC.
- 5) Provide start up and testing of the new system.
- 6) This quote include labor, travel and lodging.
- 7) ECS will use the existing touch screen of the owners in the jail control room.
- 8) Provide one year warranty.

Total \$25,570.00

Tax not included

If you should have any questions or comments, please contact me at 509-483-6215 ext 115.

The Terms and Conditions of Sales shown below are a part hereof.

This quote is void after 60 days.

NET 30 DAYS.

Engineered Control Systems  
John Watterson  
Service Manager

Proposal Accepted by: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TERMS AND CONDITIONS OF SALE  
(CONTRACT SALES)**

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, collection, or any other charges, or as otherwise agreed upon and set forth in writing by ENGINEERED CONTROL SYSTEMS. (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply such information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.
2. **PROPOSALS** Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This Proposal expires 30 days after its date, subject to the provisions of the first sentence of the paragraph below entitled "Acceptance of Terms".
3. **PROGRESS PAYMENTS** Seller reserves the right to invoice Customer monthly as the work progresses for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to fifteen percent (15%) of the contract price. Invoices are due upon receipt by Customer. If the Customer becomes overdue in any progress payment, Seller shall be entitled to suspend work, shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of Washington and also to avail itself of any other legal remedies. Seller shall also be entitled to interest on all amounts retained by Customer from progress payments or otherwise Customer agrees that he will pay and/or reimburse Seller for any and all reasonable attorney's fees which are incurred by Seller in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay Seller adjustment charge.
5. **TAXES** The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf or on behalf of the Customer or otherwise, with respect to the material covered by this proposal shall be added to such prices and paid by the Customer.
6. **LOSS DAMAGE OR DELAY** Seller shall not be liable for any loss, damage, or delay occasioned by any cause beyond Seller's control, including but not limited to governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.
7. **WARRANTY** Seller warrants that the equipment manufactured and services furnished by it and covered by this proposal are free from defects in material and workmanship under normal use and service and without charge, equipment to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED. THERE ARE NOT IMPLIED WARRANTIES OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Seller assumes no responsibility of repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.
8. **PURCHASER'S REMEDIES** The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right to repair or replacement of such defective equipment. IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OR IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.
9. **PATENT INFRINGEMENT** Seller will hold its Customer and the Owner harmless from infringement of any United States patent covering equipment of its manufacture. This, of necessity, is limited to the equipment per se and cannot be extended to applications of such equipment in a system, except in writing by an officer of Seller. The Customer and Owner shall advise Seller immediately in the event any claims of infringement are brought to their attention.
10. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.
11. **CERTIFICATION** The person whose signature appears on the fact side hereof hereby certifies that, to his best knowledge and belief, the annexed bid is not the result of any agreement, arrangement or understanding between the Seller and any other manufacturer or Seller of electronic control systems and that the prices, terms or conditions thereof have not been communicated by or on behalf of the Seller to any such person and will not be communicated to any such person prior to the official opening of said bid.
12. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and Seller when accepted in writing by the Customer and when subsequently approved in writing hereon by ENGINEERED CONTROL SYSTEMS. or by our written acceptance of your purchase order by ENGINEERED CONTROL SYSTEMS. Such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order.