

AGENDA ITEM FOR ADMINISTRATIVE MEETING

() Discussion only
(X) Action

FROM (DEPT/ DIVISION): Riley Wortman

PROGRAM: Information Technology (IT) / Jail

SUBJECT: Emergency Replacement of Control Panel

<p>The first attempt to replace the broken door control panel with a used panel at the jail failed. The contractor Industrial Systems has provided a quote (they have the original panel program for the Jail) to replace the panel with a newer model. The price is \$11,450 for procurement of new panel, programming and onsite replacement of the old panel. See attached contract for details.</p>	<p>() <u>ACTION REQUESTED:</u> Approve Contract with Industrial Systems for jail door control touch screen replacement in the amount of \$11,450</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------

ATTACHMENTS: Proposed Contract

Date: (10/06/2021)

Submitted By: (Riley Wortman)

*****For Internal Use Only*****

Checkoffs:

- () Dept. Head (copy)
- () Fiscal
- () Legal (copy)
- () (Other - List)

To be notified of Meeting:

Needed at Meeting:

Scheduled for meeting on: October 6, 2021

Action taken:

Follow-up:



Riley Wortman
Umatilla County Community Corrections
216 SE 4th Street
Pendleton, OR 97801

September 21, 2021

Subject: Door Control Touch Screen Replacement

Dear Mr. Wortman,

Industrial Systems, Inc. is pleased to provide you with the following proposal for Control System Design and Integration Services. As always, we look forward to working with you on this project.

Summary:

Currently the Corrections Facility uses two Touch Screen panels to interface with the PLC based control of cell block doors. One of the touch screens has failed. It had been in operation since around 1998. This hardware model has been obsoleted for many years.

There have been recent attempts to purchase used hardware as a replacement. Installation has not been successful because there is no information available to match older hardware product versions. To complicate things, the original manufacturer is no longer in business and the product line has been resold twice.

The current owner and manufacturer of the hardware is Emerson Automation. A direct replacement of the touch screen is available which uses current technology. Industrial Systems proposes to upgrade the original Touch Screen program and purchase a new replacement Touch Screen, program the new unit with the converted program and install & test the unit on site.

Scope of Work:

1. Purchase new updated QuickPanel 12" Touch screen. Direct replacement.
2. Convert original program to the latest software version.
3. Download new program to the QuickPanel.
4. Install and test the Touch Screen on site.

Deliverables:

1. New QuickPanel Touch Screen.

2. Upgraded QuickPanel program.
3. Startup and testing. 1 Day on-site.

Assumptions:

1. A Mutually agreeable schedule will be negotiated for completion of this work.

Exclusions:

1. Deliverables not defined herein.
2. Services not specifically listed herein
3. Site visits other than listed above.

Fee Proposal:

Industrial Systems, Inc. proposes to provide the services and materials listed above on a Lump Sum basis. The fees shall be as listed in the summary below and include Travel & Expenses

Cost \$ 11,450

Terms shall be as stated in the attached terms and conditions. This quote is valid for 30 days from the date issued. For the purpose of time and material work and any hourly work agreed to beyond this scope, the enclosed billing rates shall be considered as our standard rates. Our standard rates shall be subject to annual revision.

To initiate this letter agreement, please sign below and return a copy to our office

Please feel free to call with any questions that you might have. Again, we look forward to working with you on this project.

Troy B. Collison

9/21/2021

Troy B. Collison

Date

Umatilla County

Date

Enclosures: Rate Schedule and Standard Terms and Conditions



12119 NE 99th Street
Suite #2090
Vancouver, WA 98682
Phone: (360) 718-7267 Fax: (360) 952-8958
Email: is@industrialsystems-inc.com

2021 RATE SCHEDULE

PRINCIPAL.....	\$190 /HR
PROJECT MANAGER	\$170 /HR
SENIOR DESIGN/PROGRAMMING STAFF	\$150 /HR
DESIGN / PROGRAMMING STAFF.....	\$138 /HR
JUNIOR DESIGN/PROGRAMMING STAFF.....	\$115 /HR
TECHNICIAN	\$100 /HR
DRAFTING.....	\$75 /HR
CLERICAL.....	\$60 /HR

MILEAGE AND OTHER EXPENSES.....COST PLUS 20%
(The 2021 IRS allowable mileage rate is assumed to be \$0.56/mile)

Expires: 12/31/21 - Subject to revision after this date

TERMS AND CONDITIONS

1. Industrial Systems, Inc.'s professional services consist of those services performed by Industrial Systems, Inc., its employees and consultants as enumerated in or performed pursuant to the Agreement. Industrial Systems, Inc.'s services shall be performed as expeditiously as is consistent with professional skill and care.
2. Additional services, over and above those stated in the Agreement, may be provided if authorized or confirmed by the Client and will be paid for by the Client as provided below unless otherwise specifically provided in the Agreement. Such services will be charged at Industrial Systems, Inc.'s standard rates in effect when performed. Costs will be reimbursed according to Industrial Systems, Inc.'s standard reimbursement rates in effect when incurred. Industrial Systems, Inc. will provide the Client with a statement of its current standard rates upon request.
3. All software and documents, including drawings and specifications, provided by Industrial Systems, Inc. are instruments of service with respect to the particular project for which they are provided and Industrial Systems, Inc. shall retain its ownership and property interest in such documents whether or not the project is completed. The Client may make, distribute, and retain such copies as are reasonably necessary for information and reference in connection with the assembly, construction and use of the particular project for which the software and documents are provided. Such software and documents are not intended or represented to be suitable for re-use by the Client or by others for any other purpose. Any additional use or re-use, without the written consent of Industrial Systems, Inc., shall be at the Client's sole risk and without liability or legal exposure to Industrial Systems, Inc. or its consultants and the Client shall indemnify and hold harmless Industrial Systems, Inc. and its consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from such use.
4. The Client will provide full information as to the Client's requirements for the project as may be requested by Industrial Systems, Inc. from time to time. The Client will examine and respond promptly to Industrial Systems, Inc.'s submittals and inquiries and will provide prompt written notice to Industrial Systems, Inc. whenever the Client observes or otherwise learns of any defect in the materials provided by or services performed by Industrial Systems, Inc.
5. The initial deposit, if any, shall be retained and credited to the final payment due under the Agreement. Industrial Systems, Inc. will invoice the Client as services are performed. Invoices are payable upon receipt and the Client shall not backcharge or withhold payment from Industrial Systems, Inc. for any reason without Industrial Systems, Inc.'s specific written consent. Invoices unpaid after thirty (30) days are delinquent and shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is less, until paid. In addition, the Client shall pay Industrial Systems, Inc.'s reasonable costs incurred in collection of any delinquent amounts, including attorney fees and costs to prepare and file liens, regardless of whether suit or action is instituted.
6. Customer agrees to pay and be responsible for any additional amount for any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale, or delivery or any products, services, or the work furnished hereunder or for Customer's use by Industrial Systems whether such tax is local, state, or federal in nature. This will include, but is not limited to, recovery, recycling, reclamation, handling, and disposal of materials.
7. Industrial Systems, Inc. will have the option to enforce payment of delinquent accounts by suit or action in a court of law or by arbitration. All other complaints, disputes and/or controversies that may arise out of or in connection with the agreement, order, or authorization, or services performed pursuant to such agreement, order, or authorization, including claims which might be pleaded or urged in a counterclaim or setoff in any action to enforce payment, shall be submitted to a mediator agreed to by both parties as soon as such dispute arises and, in any event, prior to commencement of arbitration or litigation. Such mediation shall occur at a place mutually convenient to the parties and the mediation fee and expenses shall be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in mediation.

8. These terms and conditions are intended as the complete statement of the terms of the agreement between the parties relating to services provided hereunder.
9. A waiver of any defaults hereunder or of any of the terms and conditions shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition. In the event any provision of these terms and conditions is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions shall not be affected thereby.
10. Industrial Systems is not liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, inability to obtain material or services, war, act of nature, or any other cause beyond Industrial Systems' reasonable control.
11. In no event, whether as a result of breach of contract or any tort, including negligence, or otherwise, is Industrial Systems or its consultants, suppliers, employees, or agents liable for any special, consequential, incidental, or penal damage, including, but not limited to, loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of customers for such damages.
12. No warranty expressed or implied is given and no other affirmation of Industrial Systems, by word or action, shall constitute a warranty, except as expressly set forth herein. Industrial Systems warrants materials and services provided for a period of one year, from the date delivered or provided. Damages caused by abnormal use or neglect are not covered under warranty. This warranty is expressly in lieu of any other express or implied warranty including any implied warranty of merchantability or fitness for a particular purpose, and any other obligation on the part of Industrial Systems.
13. To the maximum extent permitted by law, the Client agrees to limit the total aggregate liability of Industrial Systems, Inc. and its suppliers and consultants for the Client's damages arising out of services performed with respect to any project to Industrial Systems, Inc.'s total fee for materials and services rendered on such project. This limitation shall apply regardless of the cause of action or legal theory pleaded or asserted.
14. The Agreement shall be governed by the laws of the State of Washington, excluding conflicts of laws principles. Any necessary legal action shall be brought in Clark County, Washington.
15. Neither Industrial Systems, Inc. nor the Client shall assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other. Nothing contained in this paragraph shall prevent Industrial Systems, Inc. from employing such independent professional associates and consultants as Industrial Systems, Inc. may deem appropriate to assist in the performance of services. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Industrial Systems, Inc. and the Client. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and Industrial Systems, Inc. and not for the benefit of any other party.