

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING ENERGY MANAGEMENT SYSTEM
FOR THE LAW ENFORCEMENT CENTER

2010-189

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 1997), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, be it resolved by this Board of County Commissioners that:

- (1) The low bid of Control Logic Inc. for Energy Management System in the amount of Sixty Five Thousand Ninety Dollars and No Cents (65,090.00) including Option 2: Domestic Water Valves & Controls is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

DATED this 22nd day of June, 2010.

MOVED by Rich Jansen, seconded by Rusty Hilo, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Patrick J. Thomas
Rich Jansen
Tom Korman

none

none

ABSTAIN:

none

Attest:



SEAL

Approved As To Form:

Debra J. Houghtaling
County Clerk

[Signature]
Deputy County Attorney

Bid Tab
 Energy Management System
 for
 Sarpy County Facilities Management

Bid Opening:
 2:00 p.m. Thursday
 June 17, 2010

	Engineered Controls	Control Logic, Inc.	Control Services
Total Bid Amount	\$83,780.00	\$50,620.00	\$107,486.00
Annual Maintenance			
Year 2	\$12,400.00	\$1,600.00	\$7,265.00
Year 3	\$12,805.00	\$1,700.00	\$7,485.00
Year 4	\$13,220.00	\$2,400.00	\$7,710.00
Year 5	\$13,640.00	\$2,550.00	\$8,000.00
Alternate #1: Airflow Sensor or End Switch	\$33,700.00	\$19,500.00	\$18,722.00
Alternate #2: Domestic Water Valves & Controls	\$23,400.00	\$14,470.00	\$18,883.00
Delivery Date	Completed in 6 months	4-6 weeks	12/15/2010

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Control Logic, Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Energy Management System for the Sarpy County Law Enforcement Center; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Energy Management System in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation

Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Sarpy County Fleet Services
Pat Clarke
1210 Golden Gate Drive
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.
- G. Vendor agrees to comply with the below federal provisions, as described in the Specifications.

Sarpy County has provided assurance that the County will comply with the provisions of the Davis Bacon Act and that workers on projects funded directly by or assisted in whole or part by Federal funds will be paid wages at rates not less than those prevailing on projects of similar character in accordance with subchapter IV of Chapter 31 of Title 40, United States Code.

Vendor must comply with Davis Bacon prevailing wage requirements and related Acts, Buy American provisions along with any other applicable Federal Provision associated with the American Recovery and Reinvestment Act of 2009.

Notice of American-Made Equipment & Products:

Vendor must comply with all Buy American provisions. This section is intended

as a summary only.

In accordance to the American Recovery and Reinvestment Act of 2009 (May 2009), to the greatest extent practical, the Vendor shall use American-made iron, steel, and manufactured goods. Vendor shall abide by all Buy American provisions for iron, steel, and manufactured goods and shall provide to County a certification stating that Vendor's proposal does comply with Buy American provisions unless an exception is granted as set forth below.

A manufactured good is defined as a good brought to the site for incorporation into the building or work that has been (i) processed into a specific form and shape; or (ii) combined with other raw material to create a material that has different properties than the properties of the individual raw material.

An exception to this provision may be taken if the following conditions are both met and proved:

- a. The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25%.
- b. The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- c. The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

Exceptions to American-Made:

Any Vendor requesting to use foreign iron, steel, and/or manufactured goods in accordance with exceptions specified must include documentation of adequate information for Federal Government evaluation of the request. The request must be included with the submission of the Bid Form. This request must include:

- a. A description of the foreign and domestic iron, steel, and/or manufactured goods
- b. Unit of measure
- c. Quantity
- d. Cost

- e. Time of delivery or availability
- f. Location of the project
- g. Name and address of the proposed supplier; and
- h. A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance to this Specification.

A request based on unreasonable cost shall include a reasonable survey of the market and a complete cost comparison table in the format listed in Exhibit B. If there are no exceptions to the Buy American Act, Vendor shall sign the Buy American Certification in Exhibit C. Exhibit B and Exhibit C shall be submitted with Bid Form.

The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the site and any applicable duty.

Any Vendor request for a determination after project completion shall explain why the Vendor could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated.

Davis Bacon Act:

Vendor must comply with all Davis Bacon prevailing wage requirements and related Acts. This section is intended as a summary only.

All laborers and mechanics employed or working upon the site of work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached as Exhibit "C" regardless of any contractual relationship which may be alleged to exist between the Vendor and such laborers and mechanics. Any wage determination incorporated for a secondary site of work shall be effective from the first day on which work under the award was performed at the site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the Vendor or any subcontractor that are transporting portions of the work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

The wage determination (including any additional classifications and wage rates

conformed under the Davis Bacon poster (WH-1321) shall be posted at all times by the Vendor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Payrolls and basic records relating to Davis Bacon shall be maintained by the Vendor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of work. Such records shall contain the name, address, and social security number of each such worker, his/her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in the Davis Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

1. Required Davis Bacon Documentation:

The Vendor shall submit weekly for each week in which any award work is performed a copy of all payrolls to:

Beth Cunard
Sarpy County Purchasing
1210 Golden Gate Drive
Papillion, Nebraska 68046

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under this section and Davis Bacon. This information may be submitted in any form desired.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the Vendor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the award and shall certify:

- a. That the payroll for the payroll period contains the information required to be maintained under Davis Bacon, as described in this Section and that such information is correct and complete.
- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the job during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3.

- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the award.

Weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by the Davis Bacon Act.

The falsification of any of the certifications may subject the Vendor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

The Vendor or subcontractors shall make the records required under Davis Bacon available for inspection, copying, or transcription by an authorized representative of Sarpy County and the Department of Labor. The Vendor or subcontractor shall permit an authorized representative of Sarpy County or the Department of Labor to interview employees during working hours on the job. If the Vendor or subcontractor fails to submit required records or to make them available, Sarpy County may, after written notice to the Vendor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

2. Withholding of Funds:

Sarpy County shall, upon his/her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Vendor under this award or any other Federal award with the same Vendor, or any other federally assisted award subject to Davis Bacon prevailing wage requirements, which is held by the same Vendor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the award. Sarpy County may, after written notice to the Vendor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Apprentices and Trainees:

Apprentices

An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed:

- a. Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS, or
- b. In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Vendor as to the entire work force under the registered program.

Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a Vendor is performing construction on a project in a locality other than that which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Vendor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as percentage of the journeyman hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Vendor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Trainees

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices.

In the event OATELS withdraws approval of a training program, the Vendor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Equal Employment Opportunity

The utilization of apprentices, trainees and journeymen under Davis Bacon shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

4. Compliance with Copeland Act Requirements:

The Vendor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference.

5. Subcontracts (Labor Standards):

Definition: "Construction, alteration or repair", as used in this section means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation:

- a. Altering, remodeling, installation (if appropriate) on the site of the work of

items fabricated off-site.

- b. Painting and decorating.
- c. Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.
- d. Transportation of materials and supplies between the site of the work within the meaning of the Davis Bacon Act, which is part of the "site of the work" definition in Davis Bacon Act article, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of the "site of work" definition.
- e. Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is construction, which is part of the "site of the work" definition in the Davis Bacon Act article, and the physical place or places where the building or work will remain of the Davis Bacon Act article, in the "site of the work" definition.

6. Compliance with Davis Bacon and Related Act Regulations:

All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR Parts 1, 2, and 5 are hereby incorporated by reference in this award.

7. Disputes Concerning Labor Standards:

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes and Appeals as defined in 10 CFR 600.22. Disputes within the meaning of this article include disputes between the Vendor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

8. Contract Termination - Debarment:

A breach of the award articles entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the whole award or in part for the Recovery Act covered work only, and for debarment as a Vendor and subcontractor as provided in 29 CFR 5.12.

9. Certification of Eligibility:

By entering into this award, the Vendor certifies that neither it (or he/she) nor any person or firm who has an interest in the Vendor's firm is a person or firm ineligible to be awarded Government awards by virtue of the Davis Bacon Act or 29 CFR 5.12(a)(1)

No part of this award shall be subcontracted to any person or firm ineligible for award of a Government award by virtue of the Davis Bacon Act of 29 CFR 5.12(a)(1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended

except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: Control Logic
Jack Moore
PO Box 218
Elkhorn, NE 68022

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 7th day of July, 2010.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:



Debra J. Houghtaling
Sarpy County Clerk

Jon Jones 6/22/2010
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

[Signature]
Deputy County Attorney

Vendor: CONTROL LOGIC

By: Jaeh Morn
Title: President

Attest:

Witness

Beth Aunard

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304



Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners

From: Beth Cunard

Re: Award of bid for Energy Management System

On June 17, 2010, the Purchasing Department received and opened three (3) bids for the Energy Management System for the Law Enforcement Center. A bid tab is attached for your review.

After careful evaluation, it is recommended that the bid be awarded to the low bidder, Control Logic, Inc. with Option 2 for \$65,090.00. Option 2 will add domestic water valves and controls. This will be paid out of grant funding.

I have placed this on the agenda for the June 22, 2010 Board meeting for your approval. If you have any questions, please feel free to contact me at 593-4476.

June 17, 2010

Beth Cunard

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Pat Clarke
Dan Williamson

MEMORANDUM

SARPY COUNTY
FACILITIES MANAGEMENT

Date: June 17, 2010
To: Beth Cunard
From: Ross Richards
Subject: JAIL – ENERGY MANAGEMENT SYSTEM

I reviewed energy management system bids from Control Logic, Inc., Control Services, Inc., and Engineering Controls, Inc. Included was the Base Bid, Alternate #1 (air flow sensors) and Alternate #2 (domestic water valves and control). Control Logic, Inc. appears to be the lowest responsive and responsible bidder.

Facilities Management is currently engaged in energy management contracts with Control Logic Inc. at the Juvenile Justice Center, Courthouse, Administration Addition, and they were recently awarded the energy management control system installation at the new Sheriff's Administration Facility.

Control Logic, Inc. has a good track record for the installation of mechanical controls, professional integrity, top quality customer service and quick response to trouble calls.

Based on bid amounts and the positive track record, we recommend awarding the energy management contract to Control Logic, Inc. for the Base Bid and alternate #2. We recommend rejecting Alternate #1 due to budget restrictions.

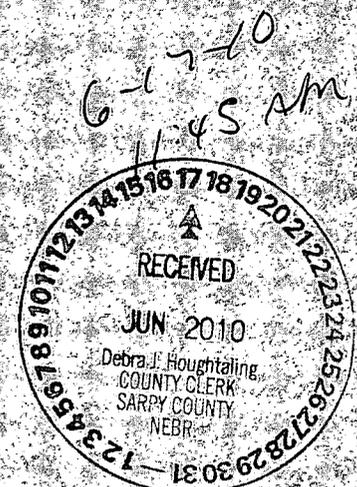
Please contact me at 593-4358 if you have questions or need additional information.

CONTROL LOGIC INC.

P.O. Box 218
ELKHORN, NE 68022-0218
(402) 592-5822

TO: Sealed Bid
Energy Management System

Sarpy County LEC



June 17, 2010

Quote No. 10CLI055

ALL BIDDERS

SARPY COUNTY LEC

We are pleased to quote on the following equipment:

- (1) **AUTOMATED LOGIC CORPORATION (ALC)** direct digital control system for the control and monitoring on the **Sarpy County LEC**. The ALC system architecture utilizes intelligent distributed control modules featuring **BACnet** protocol. The software is JAVA based and does not modify windows in any way allowing other windows based programs to be used. This would be fully integrated directly with the existing WebCTRL system.

This proposal includes the following:

Assumptions: All points are existing and in good working order unless called out as new.
"New" means that the end device is replaced and the existing wire is reused.
All new devices will be called out below.
All existing devices will be reused unless called out as new.

- New ALC control modules for:
 - (1) **AH1 Fresh Air Unit including:**
 - Supply Fan start/stop and status
 - Duct Static Pressure
 - Discharge Air Temperature (new sensor)
 - SF Inlet Vane Control
 - Face & Bypass Damper Control
 - HW Control Valve
 - HC14 flow status
 - **Lower Mechanical Room Misc. Points including:**
 - EF-34 & 9 Start/Stop
 - **Lower Mechanical Room Loop Control including:**
 - HP Loop supply & return temperature sensors (new sensors)
 - Pumps P-3 & 4 Start/Stop and Status
 - Sump Hi & Lo status inputs
 - CO Alarm inputs
 - **Upper Mechanical Room Boiler including:**
 - Boiler B-1 & 2 enable/disable
 - Boiler B-1 & 2 status
 - Outside air temperature sensor (new sensor)
 - HW supply & return temperature (new sensors)
 - Loop Pump P-1 & 2 start/stop & status
 - **AC-1 & 2 control including:**
 - SF & RF start/stop & status
 - Cooling control stage 1 & 2
 - Mixed air temperature (new sensor)
 - Duct static pressure
 - Discharge air temperature (new sensor)
 - Relief & mixed air damper control
 - Inlet Vane control
 - **Miscellaneous Control Points including:**
 - Data closet temperature sensor
 - Monitor split system alarm contacts

- **Upper Mechanical Room Misc. Points including:**
 - EF-14 thru 21 start/stop
 - HC-10 thru 13 control valve signal
 - EF-26 & 28 start/stop
 - EF-27 & 30 start/stop
- **Control Room Control Panels including:**
 - HC-1 thru 9 & 13 control valve signal
 - EF-25 output
 - RTU-1 start/stop
 - RTU control (new points)
- **(32) Water Source Heat Pumps including (NEW):**
 - Fan start/stop & status
 - Cooling & heating control
 - Space temperature sensor (new)
 - Discharge air temperature sensor (new)
 - Monitor alarm contacts

Installation included as part of our bid is as follows:

- Mounting enclosures for the mechanical room control modules
- Connection of wires into our control modules
- Mounting control transformers as required
- Connection of existing wires and devices into the new controllers

We do not include:

- Power wiring to any devices (120v and above)
- Replacing any devices that are found to be defective
- Overtime hours

This proposal includes submittals, wiring diagrams, all DDC programming, graphic generation including floor plans and equipment, checkout and commissioning of the system and operator training.

Assumptions made:

- EMT will be used for all wiring in mechanical rooms
- Plenum rated wire will be used for all wiring

We will require the original specification to verify the sequence of operation.

TOTAL NET PRICE f.o.b. factory

With full freight allowed to the jobsite base price.....\$ see bid form

Alternate #2 price based on changing 6 – 8 valves per day, water to be shut down, existing isolation/shutoff valves do not leak.

Notes:

1. Price does not include sales or use taxes.
2. Price does include providing Performance Bond
3. Price includes check, test, and startup by our factory trained service engineer.
4. Price does not include internet service
5. This quotation is based on receiving a standard AIA-A401, 1997 edition subcontract form for the execution of the scope of work described herein.

Jack Moore
 Control Logic Inc.
 Integrity in Controls
 Phone (402) 592-5822
 Fax (402) 763-8655

Davis Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the whole award or in part for the Recovery Act covered work only, and for debarment as a Vendor and subcontractor as provided in 29 CFR 5.12.

9. Certification of Eligibility:

By entering into this award, the Vendor certifies that neither it (or he/she) nor any person or firm who has an interest in the Vendor's firm is a person or firm ineligible to be awarded Government awards by virtue of the Davis Bacon Act or 29 CFR 5.12(a)(1)

No part of this award shall be subcontracted to any person or firm ineligible for award of a Government award by virtue of the Davis Bacon Act of 29 CFR 5.12(a)(1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Specifications

1. Company Information:

Vendor will provide the following company information on the bid form:

1. Years in business;
2. Number of employees; and,
3. Total sales for last three (3) years.

2. References:

Each Vendor must include with its proposal a list of no less than three (3) references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company, and the name and phone number of a contact person for each company.

3. Literature:

Vendor shall attach three (3) sets of detailed specifications or advertising literature of systems to the bid form. Any information necessary to show compliance with these requirements not given on the attached advertised data sheets shall be supplied in writing and attached to the bid proposal. Lack of sufficient information supplied with a proposal is cause for automatic rejection of such bid.

4. Deviations:

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

5. Exceptions:

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

6. Warranty:

A copy of all manufacturer's warranties shall be included in Vendor's proposal.

The Vendor shall warrant all materials, workmanship and equipment against defects for a period of one year beginning on the date of substantial completion except that certain equipment shall be warranted for longer periods as described in manufacturer's warranties.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. ALT #2 PRICE BASED ON CHANGING 6-8 VALVES
2. PER DAY, WATER TO BE SHUT DOWN, &
3. EXISTING ISOLATION/SHUTOFF VALVES DO
4. NOT LEAK.
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

COMPANY NAME: CONTROL LOGIC, INC.

Sarpy County, Nebraska
Energy Management System
Bid Form

Total Bid Amount: \$ 50,620⁰⁰

As specified

Annual Maintenance:
As specified

Year 2: \$ 1600⁰⁰

Year 3: \$ 1700⁰⁰

Year 4: \$ 2400⁰⁰

Year 5: \$ 2550⁰⁰

Alternate #1: \$ 19,500⁰⁰

Added cost provide airflow sensor or end switch at all existing fire, smoke and fire/smoke dampers (approximately 53 dampers).

Alternate #2: \$ 14,470⁰⁰

Added cost for Domestic Water Valves & Control (approximately ²⁴₂₀ valves).

*Prices are to be F.O.B. - 1210 Golden Gate Drive, Papillion, NE 68046

DELIVERY DATE: TBD (BASED ON APPROVAL OF SUBMITTAL),
4-6 WEEKS)

Describe direct experiences with the Davis Bacon Act and Buy American:

NONE

Does your Bid meet Buy American Requirements:

YES

Does your Bid meet Davis Bacon Requirements:

~~YES~~ PAY RATE, YES. WE PAY EVERY
OTHER WEEK.

Company Information:

Full Legal Name:

CONTROL LOGIC Inc

Congressional District:

02

Years in business:

11

of employees

5

Total sales last 3 years

3 mil

DUNS #/Tax ID Number:

47-0826286

References:

Company Name:

FREMONT PUBLIC SCHOOLS

Address:

957 NORTH PIERCE ST FREMONT

Contact Name:

RUSS KOCH

Phone Number:

402-727-3141

Fax Number:

402-747-3143

Date of Purchase: 2010

Company Name:

FIRST NATIONAL BANK

Address:

201 NORTH 16 STREET OMAHA

Contact Name:

PHIL HIGGINS

Phone Number:

402-633-3221

Fax Number:

402-633-3981

Date of Purchase: 2010

Company Name:

BROE REALTY

Address:

941 O Street LINCOLN NE

Contact Name:

DIANE BUSS

Phone Number:

402-474-4639

Fax Number:

402-474-0392

Date of Purchase: 2010

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1

gdm

Addendum #2

Attachments:

**Literature
Warranty Information**

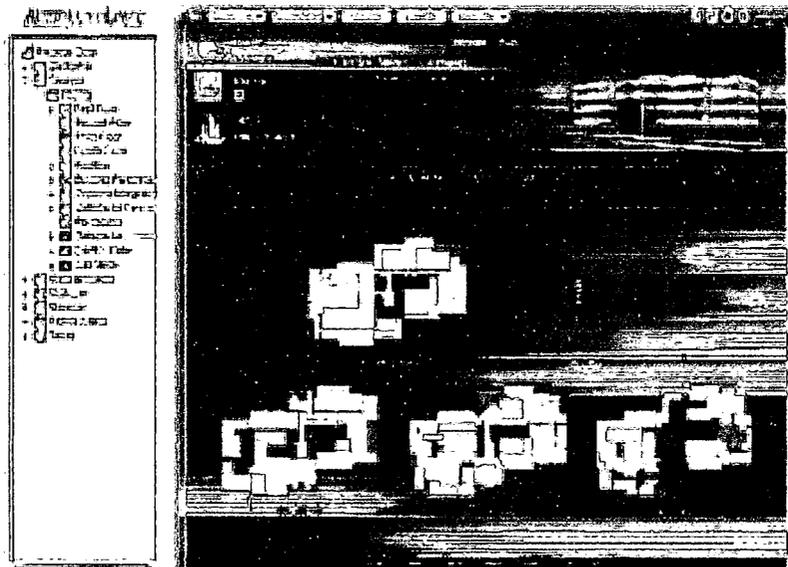
CONTROL LOGIC
Company Name
Jack L Moore
Authorized Signature
P.O. Box 218
Address
EIKHORN NE 68022
City, State & Zip

JACK L MOORE
Company Representative (Please print)
402-592-5822
Telephone Number
402-763-8655
Fax Number
JMOORE@CONTROL04.COM
E-Mail Address

***NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**



Powerful and Intuitive Front End for Building Control



Patents pending.

Navigational tree, intelligent use of color showing the status of zones and trends, plus superior graphics make WebCTRL rich in information yet easy to use.

Automated Logic's WebCTRL® is a building automation system that offers an intuitive user interface and powerful control features. Your building can be accessed from anywhere in the world using Internet Explorer® eliminating the need for special software on the workstation. Through a browser you can access all building management functions including:

- setting and changing schedules,
- adjusting setpoints and other control properties,
- graphically trending important building conditions,
- viewing and acknowledging alarms, and
- running preconfigured and custom reports on energy usage, occupant overrides, tenant billing, and much more.

Developed entirely around proven open standards and web technologies, WebCTRL's server software runs on a variety of major platforms, including Windows®, Sun Solaris and Linux. Major databases are supported by the server, such as MS SQL Express, MS SQL Server, PostgreSQL and Oracle.

Key Features and Benefits

- Intuitive, comprehensive building operation with dynamic, interactive graphical access
- Completely designed around open standards
- Uses the language of the web (HTTP) to communicate over the Internet or intranet without special software or plug-ins
- Runs on multiple platforms including Windows, Linux, and Sun Solaris
- Advanced alarm management capabilities including email, pagers, network printers, etc.
- Uses sophisticated alarm escalation system protection with multi-level passwords and Secure Sockets Layer with 128-bit encryption for security
- Monitors and controls a wide variety of third party HV-ac and electrical equipment through a browser
- Fully compatible with legacy ALC Systems

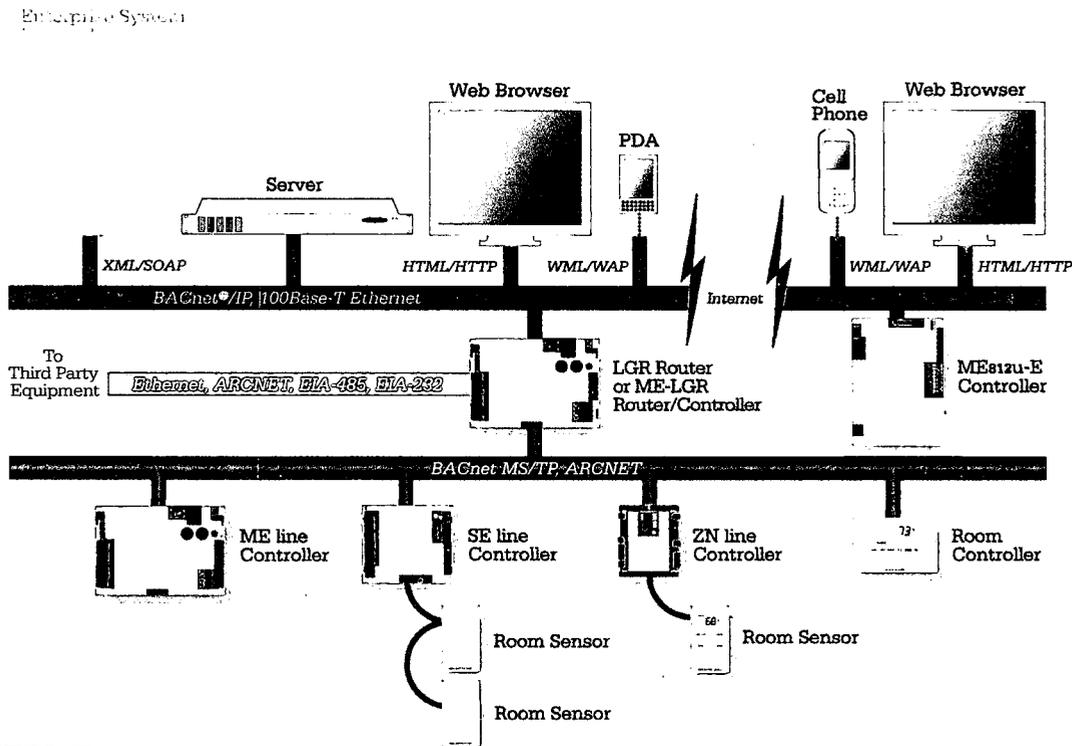
AUTOMATEDLOGIC® CORPORATION

1150 Roberts Boulevard
Kennesaw, Georgia 30144
770/429-3000
Fax 770/429-3001
www.automatedlogic.com

CSWCTRLrev12

WebCTRL®

Specifications



WebCTRL Features

Unlimited simultaneous users

Runs on MS Windows® (Vista, XP, 2003 Server), Red Hat Enterprise (Version 4 and 5), Sun Solaris

Includes Secure Sockets Layer with 128 bit encryption

Supports Oracle, MS SQL Express, MS SQL Server, PostgreSQL

Supports data exchange via XML/SOAP (Web Services)

Supports third party integration

Supports communication to field controllers via BACnet (TCP/IP)

Supports web appliances (Palm Pilots, Pocket PCs, Blackberrys, etc.)

Supports Hierarchical Server configuration for very large systems

Includes alarming, trending, scheduling, and reporting capability

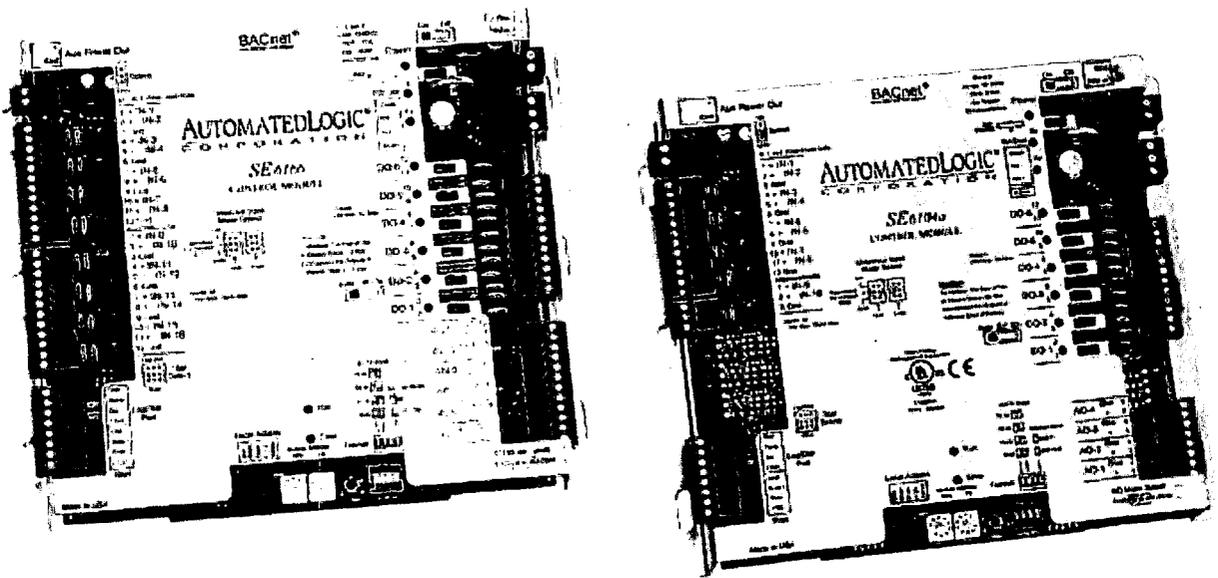
Includes international languages (International English, Spanish, French, German, Korean, Traditional and Simplified Chinese)

Fully compatible with legacy ALC systems



SE6166 /SE6104

Rugged Flexibility for Single Equipment Applications



Automated Logic's powerful SE line provides a rugged solution for single equipment applications. Designed to operate in a wide range of environmental conditions, SE controllers can be used in rooftop units, mechanical rooms, equipment closets, or almost any other weather tight location. Fully programmable using the EIKON®-LogicBuilder graphic programming language, SE controllers use native BACnet communications over either a high-speed ARCNET 156 Kbps network or a medium speed MS/TP network to provide maximum flexibility and interoperability.

Key Features and Benefits

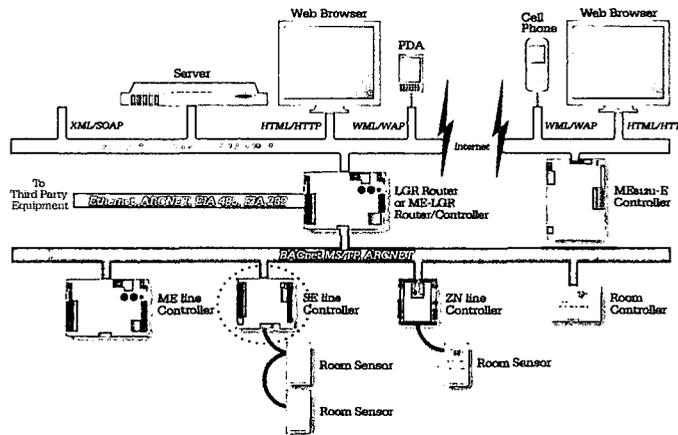
- Native BACnet communications to field devices over a high-speed ARCNET 156 Kbps or BACnet MS/TP network.
- 12-bit Analog to Digital converter provides extreme precision on all inputs. Pulse counting capability up to 40 Hz is available on selected inputs.
- Uses a high-speed microprocessor with 1 MByte Flash memory and 1 MByte of RAM for unparalleled programmability. Firmware upgrades can be downloaded remotely – no chip replacement necessary.
- Battery backed real-time clock provides true stand-alone capabilities. Control modules recover from power failures providing full continuity of scheduled operations, even when communications are disrupted.
- Rnet port supports Automated Logic's line of RS room sensors and BACview⁶ local operator interface, and provides local access to the system.
- SE line controllers are fully graphically programmable and offer full peer-to-peer communications with other SE line, ME line or ZN line controllers. Graphical programs are universally understood and provide self-documenting control sequences.
- Tough construction delivers superior performance and reliability. Control modules are constructed with a rugged aluminum cover, which provides optimum electrical protection and noise immunity.

AUTOMATED LOGIC
CORPORATION

1150 Roberts Boulevard
Kennesaw, Georgia 30144
770/429-3000
Fax 770/429-3001
www.automatedlogic.com

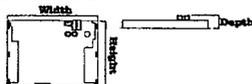
SE6166 /SE6104

Specifications



BACnet Support:	Conforms to the Advanced Application Controller (B-AAC) Standard Device Profile as defined in BACnet 135-2001 Annex L.
Communication:	The following ports are available on the SE control modules: EIA-485 port for ARCNET 156 Kbps or MS/TP (9600 bps – 76.8 kbps). Rnet Port supports: 1. Local access for system start-up and troubleshooting. 2. Local operator interface BACview ⁶ . 3. RS Room Sensors - one RS Pro and up to four RS room sensors for averaging or high/low select control.
Binary Outputs:	SE6166 and SE6104 have six binary outputs, relay contact rated at 3A max @ 24 V-ac, configured normally open with hand-off auto switches.
Universal Inputs:	SE6166 - 16 configurable universal inputs, SE6104 - 10 configurable universal inputs, both with 12-bit A/D resolution. Supported input types include: 0-5 V-dc, 0-10 V-dc, 0-20 mA, Thermistor (10k Ohm Type II), 1k Ohm RTD (Platinum, Nickel or Balco), and Dry Contact. NOTE: Inputs 1 and 2 support pulse counting up to 40 cycles per second (40 Hz).
Analog Outputs:	SE6166 - six analog outputs, SE6104 - four analog outputs, both with 0-10 V-dc or 0-20mA selectable with 8-bit resolution.
Microprocessor:	High speed microprocessor with ARCNET communication co-processor.
Memory:	1 MByte non-volatile battery-backed RAM, 1 MByte Flash memory, 16-bit memory bus. (Shelf life of the battery is 10 years with 10,000 hours of continuous operation.)
Real-time Clock:	Battery-backed real-time clock.
Status Indicators:	LED status indicators for EIA-485 communication, running, error, power and all digital outputs.
Module Addressing:	Rotary dip switches for intuitive network addressing of modules.
Protection:	Built-in surge and transient protection circuitry for power, communications, inputs and outputs.
Listed by:	UL916 (Canadian Std C22.2 No. 205-M1983), CE, FCC Part 15 – Subpart B – Class A.
Environmental Operating Range:	-20°F to 140°F (-29°C to 60°C); 10 to 90% relative humidity, non-condensing. NOTE: Control modules should be mounted in protective enclosures.
Power Requirements:	24 V-ac ± 10%, 26 V-dc (25 V min, 30 V max), 50 to 60Hz, 20VA. NOTE: Power consumption will increase when BACview or other accessories are attached.
Physical:	Rugged aluminum cover. Removable screw terminal blocks.
Weight:	0.6 lb. (0.27 kg).

Dimensions:



Overall	Mounting
Width: 8.3" (211mm)	Width: 7.835" (199mm)
Height: 7" (178mm)	Height: 5" (127mm)
Depth: 1.5" (38mm) min. panel depth	5" mounting hole spacing



Automated Logic Corporation . 1150 Roberts Boulevard . Kennesaw, Georgia 30144 . 770/429-3000 . Fax 770/429-3001 . www.automatedlogic.com

© 2008, Automated Logic Corporation. Automated Logic, the Automated Logic logo, EIKON and WebCTRL are registered trademarks of Automated Logic Corporation. BACnet is a registered trademark of ASHRAE. All other trademarks are the property of their respective owners. Specifications are subject to change without prior notice.
CSSErev10





Title **Warranty & Return Material Policies**
Category Order Processing
File Date 07/01/2003

Warranty Policies

Unless otherwise stated, all Automated Logic (ALC) products listed in the price list will carry the following warranty:

New Electronic Equipment and Products: Standard products carry a warranty of 24 months which begins on the original ship date.

Accessories and Cables: Carry a warranty of 90 days which begins on the original ship date.

Repaired Equipment: Product repairs are warranted for 90-days beginning on the date of repair.

Alterations or misuse of an ALC product will void all warranty of that product. For further details on the warranty of Automated Logic products contact ALC's Customer Service Department (770) 429-3006.

RMA Policies for In-Warranty Modules:

Dealer Partner have two options available to them concerning Return Material Authorization (RMA) handling of in-warranty modules.

1. Warranty Replacement (WR): WR is for items of a critical nature that must be shipped by ALC prior to removal of the failed product from the field. This option will only be available during the first 120 days of the warranty period. A WR RMA may be requested by calling Customer Service at (770) 429-3006. The RMA number should be marked on the outside of the box.

An order for the replacement item will be generated with a ship date of the following business day. This customer order will contain the assigned RMA number and will be processed showing full replacement cost with a 30 day delayed billing. If the damaged item is returned to ALC with the proper RMA number attached and the initial inspection reveals a failure covered by the warranty, then an invoice will not be issued. If the damaged item is not returned to ALC within 30 days or the failure is not covered by the warranty, **including "no problem found"**, an invoice will be issued for the replacement item and for the original item repaired and returned to the dealer.

2. Warranty Repair and Return (WRPR): If a product should fail within the warranty period, but after 120 days from the original ship date, a WRPR will apply. An RMA may be requested directly from Automated Logic's website. The RMA number should be marked on the outside of each box. WRPR items will normally be repaired and returned within 5 to 7 business days of the receipt date of the item. No charge will be issued provided that the item experienced a failure covered by the warranty. **Only if the failure is not covered by the warranty, will an invoice will be issued for the repair of the item.**

RMA Policies for Non-Warranty Modules:

Dealer Partner have the following option available to them for RMA handling of non-warranty modules.

1. Repair and Return (RPR): ALC products which fail outside of the warranty, or are otherwise damaged, can be returned to ALC for repair and return at the Dealer's expense. An RMA may be requested directly from Automated Logic's website. The RMA number should be marked on the outside of each box. RPR items will be repaired and return shipped within 5 to 7 business days of receipt of the item. Repair will be charged at a time and material rate of \$75 net per hour (one hour minimum), plus materials and shipping. Repair charges will not exceed the replacement price.

ALC SSP are encouraged to maintain stock items so they may offer efficient service to their customers.

It is Automated Logic's policy to service our products for as long as reasonably possible. However, if for circumstances beyond our control we are unable to procure the parts required to repair a failed product, we will be forced to return the product to you as "non-repairable." We will do everything in our power to continue to support past generation products for as long as possible. The repair department will keep Dealer posted on the status of products that can no longer be supported.

RMA Procedure:

RMA policies and procedures have been designed to make it efficient and reliable for the Dealer Partner to return material to ALC. The general procedure is outlined below.

1. Obtaining an RMA: An RMA is required for all equipment returned to ALC. An RMA number may be requested directly from Automated Logic's website. Please be prepared with:

- a) The product serial number
- b) The job for which the product was originally ordered
- c) A Purchase Order number
- d) A brief description of the problem the part is having

Failure to provide any of the above information could prevent ALC from processing the request.

2. RMA Product Identification: All equipment returned to ALC for repair or replacement must have an attached RMA number. The RMA number should be marked on the outside of each box. In addition, ALC will provide an RMA packing slip that needs to be included in box one of the shipment. This will assist ALC in the timely processing of RMAs. An RMA received by ALC without a proper RMA number attached will be returned to the Dealer, freight collect, without repairs.

3. Shipping Charges: ALC will pay ground freight charges when shipping a warranty-replacement or warranty repair item to the Dealer (expedited shipments will be charged to the Dealer). The Dealer will pay freight charges to send in an RMA to ALC.

ALC is not responsible for damage incurred during the shipping process.

Please note: If you click on the file attachment it may load within your browser. We suggest downloading the file to your computer before reading it. To do this right-click on the file attachment and choose "save target as".

Download Time Estimator

56 KB Modem
128 KB ISDN
384 K DSL
768 K DSL
T1

Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4360 • Website www.Sarpy.com • Email: Clerk@sarpy.com

June 24, 2010

Control Logic
Jack Moore
PO BOX 218
Elkhorn NE 68022

RE: Energy Management System for the Law Enforcement Center

Action by the Sarpy County Board on June 22, 2010 is as follows:

2010-189: Energy Management System for the new Law Enforcement Center

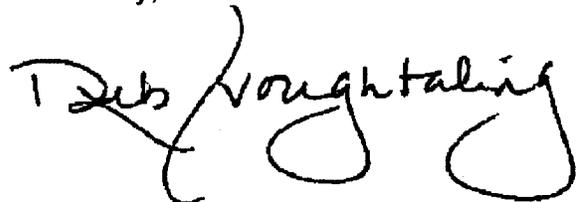
MOTION: After a public hearing, Jansen resolved, seconded by Hike, to accept the low bid of Control Logic Inc. in the amount of \$65,090 including Option 2: Domestic Water Valves & Controls. Ayes: Hike, Jones, Richards, Thomas & Jansen.
Nays: None

Enclosed are **two originals** of the contract agreement. Please have them **signed and attested** by a representative of your company and **return one original** to this office.

PLEASE NOTE: Please provide the required **insurance certificate(s)** in the stated amount(s) per Specifications, Terms and Conditions, Section #11 and the fully executed **Agreement** prior to beginning work under this agreement.

Mail to: **Sarpy County Clerk
Attn: Chris Vance
1210 Golden Gate Dr
Papillion NE 68046-2895**

Sincerely,



Deb Houghtaling
Sarpy County Clerk

DH/cv