



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

05/24/18

AGENDA ITEM (ACTION ITEM):

Consider/Approve Proposal from Comfort Systems USA for replacement of Automated Logic Controls at Dixie Heights High School
Enc.

APPLICABLE BOARD POLICY:

Fiscal Management 04.32 AP.1

HISTORY/BACKGROUND:

During an early phase of renovation at Dixie Heights, District staff decided to install an alternative building automation control package to the system employed in the rest of the District. The rationale behind the decision was to hold the current vendor accountable for pricing and also evaluate the performance of a different operating system. The District is currently upgrading all HVAC control systems in each school facility. As such, it is recommended that all Automated Logic controls be changed to the new I/A Series Platform. This change will provide better performance and more consistent operation of the mechanical systems within the facility.

FISCAL/BUDGETARY IMPACT:

The total cost of this replacement is \$169,352.00 and will be paid out of Capital Outlay funding.

RECOMMENDATION:

It is recommended that the Board approve the quote from Comfort Systems USA in the amount of \$169,352.00 to replace the Automated Logic Controls at Dixie Heights High School

CONTACT PERSON:

Rob Haney, Executive Director of Support Operations and Finance

Principal



District Administrator



Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Joshua Crabtree, Esq. Carla Egan Jessica Jehn
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

Comfort Systems USA
3680 Symmes Road
Hamilton, OH 45015

Telephone: 1-513-874-6733
Fax: 1-513-874-8911
E-Mail: john.brofft@comfortsystemsusa.com

**COMFORT
SYSTEMS USA**

To: Chris Baker

λ Kenton Co Schools
1055 Eaton Drive
λ Fort Wright, KY 41017

Date: 5/15/2018

Proposal Number: 18-122 Rev 1

**Job Name: Dixie Heights High School final
ALC controls upgrade.**

Telephone Number: 513-874-6733

Comfort Systems USA/IES is pleased to provide the following proposal to upgrade what is left of the existing Automated Logic controllers at Dixie Heights High School.

Under this proposal CSUSA will:

- Furnish the necessary labor and materials required for install, programming, startup and Checkout of the system.
- Create all new web based color graphics for all associated Pieces of equipment.
- Provide as-built control drawings reflecting the new control system installation.
- Make all calibrations, adjustments and a final check of the operation of this equipment.
- Guarantee the equipment for a period of one year after completion of the installation.

TERMS: NET 30 DAYS

The standard terms and conditions of sale on the reverse side are a part hereof.

Comfort Systems USA/IES

Accepted for _____

Proposed by John R Brofft

By _____

Title VP, General Manager

Title _____

Accepted by _____

Date _____

Title _____

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED ABOVE AND ON THE REVERS SIDE HEREOF; AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS AND CONDITIONS

This proposal includes the following:

AHU-2a.

- CSUSA will provide and install a new MNB-1000 Plant controller to replace the existing Automated Logic controller.
- CSUSA will provide and install New Supply, Mixed, and Return Air Sensors.
- CSUSA will provide and install a new room temperature sensor.
- CSUSA will reuse all other existing end devices including transformers, actuators, valves, relays, etc. and reconnect all existing control points currently connected to the ALC Controller.
- CSUSA will Provide all associated programming.

Total cost to complete the project\$8,975.00
(Eight Thousand Nine Hundred Seventy Five dollars and 00/100)

AHU-3a.

- CSUSA will provide and install a new MNB-1000 Plant controller to replace the existing Automated Logic controller.
- CSUSA will provide and install New Supply, Mixed, and Return Air Sensors.
- CSUSA will provide and install a new room temperature sensor.
- CSUSA will reuse all other existing end devices including transformers, actuators, valves, relays, etc. and reconnect all existing control points currently connected to the ALC Controller.
- CSUSA will Provide all associated programming.

Total cost to complete the project\$8,890.00
(Eight Thousand Eight Hundred Ninety dollars and 00/100)

AHU-5a.

- CSUSA will provide and install a new MNB-1000 Plant controller to replace the existing Automated Logic controller.
- CSUSA will provide and install New Supply, Mixed, and Return Air Sensors.
- CSUSA will provide and install a new room temperature sensor.
- CSUSA will reuse all other existing end devices including transformers, actuators, valves, relays, etc. and reconnect all existing control points currently connected to the ALC Controller.
- CSUSA will Provide all associated programming.

Total cost to complete the project\$9,405.00
(Nine Thousand Four Hundred Five dollars and 00/100)

AHU-6a.

- CSUSA will provide and install a new MNB-1000 Plant controller to replace the existing Automated Logic controller.
- CSUSA will provide and install New Supply, Mixed, and Return Air Sensors.
- CSUSA will provide and install a new room temperature sensor.
- CSUSA will reuse all other existing end devices including transformers, actuators, valves, relays, etc. and reconnect all existing control points currently connected to the ALC Controller.
- CSUSA will Provide all associated programming.

Total cost to complete the project\$9,500.00
(Nine Thousand Five Hundred dollars and 00/100)

AHU-7a.

- CSUSA will provide and install a new MNB-1000 Plant controller to replace the existing Automated Logic controller.
- CSUSA will provide and install New Supply, Mixed, and Return Air Sensors.
- CSUSA will provide and install a new return air CO2 sensor.
- CSUSA will provide and install a new room temperature sensor.
- CSUSA will reuse all other existing end devices including transformers, actuators, valves, relays, etc. and reconnect all existing control points currently connected to the ALC Controller.
- CSUSA will Provide all associated programming.

Total cost to complete the project\$8,685.00
(Eight Thousand Six Hundred Eighty-Five dollars and 00/100)

MUA-1.

- CSUSA will provide and install a new MNB-1000 Plant controller to replace the existing Automated Logic controller.
- CSUSA will provide and install New Supply Air Sensor.
- CSUSA will reuse all other existing end devices including transformers, actuators, valves, relays, etc. and reconnect all existing control points currently connected to the ALC Controller.
- CSUSA will Provide all associated programming.

Total cost to complete the project\$5,795.00
(Five Thousand Seven Hundred Ninety-Five dollars and 00/100)

HRU-2.

- CSUSA will provide and install a new MNB-1000 Plant controller to replace the existing Delta controller.
- CSUSA will reuse all existing sensors.
- CSUSA will provide and install a new room temperature sensor.
- CSUSA will reuse all other existing end devices including transformers, actuators, valves, relays, etc. and reconnect all existing control points currently connected to the Delta Controller.
- CSUSA will Provide all associated programming.

Total cost to complete the project\$9,120.00
(Nine Thousand One Hundred Twenty dollars and..... 00/100)

HRU-3.

- CSUSA will provide and install a new MNB-1000 Plant controller to replace the existing Delta controller.
- CSUSA will reuse all existing sensors.
- CSUSA will provide and install a new room temperature sensor.
- CSUSA will reuse all other existing end devices including transformers, actuators, valves, relays, etc. and reconnect all existing control points currently connected to the Delta Controller.
- CSUSA will Provide all associated programming.

Total cost to complete the project\$9,120.00
(Nine Thousand One Hundred Twenty dollars and..... 00/100)

HRU-4.

- CSUSA will provide and install a new MNB-1000 Plant controller to replace the existing Delta controller.
- CSUSA will reuse all existing sensors.
- CSUSA will provide and install a new room temperature sensor.
- CSUSA will reuse all other existing end devices including transformers, actuators, valves, relays, etc. and reconnect all existing control points currently connected to the Delta Controller.
- CSUSA will Provide all associated programming.

Total cost to complete the project\$9,120.00
(Nine Thousand One Hundred Twenty dollars and..... 00/100)

HRU-5.

- CSUSA will provide and install a new MNB-1000 Plant controller to replace the existing Delta controller.
- CSUSA will reuse all existing sensors.
- CSUSA will provide and install a new room temperature sensor.
- CSUSA will reuse all other existing end devices including transformers, actuators, valves, relays, etc. and reconnect all existing control points currently connected to the Delta Controller.
- CSUSA will Provide all associated programming.

Total cost to complete the project\$9,120.00
(Nine Thousand One Hundred Twenty dollars and 00/100)

Unit Vents (X10).

- CSUSA will Mount and wire a new MNB-300 Controller.
- CSUSA will remove existing controller and turn over to the owner.
- CSUSA will reuse existing communication wire.
- CSUSA will provide and install new room temperature sensors.
- CSUSA will provide and install new discharge air sensor for diagnostic purposes.
- CSUSA will reuse the existing hot water and chilled water valves and wire to the new MNB 300 controller.
- CSUSA will Provide all associated programming for each Unit Ventilator.

Total cost to complete the project\$15,682.00
(Fifteen Thousand Six Hundred Eighty-Two dollars and 00/100)

Fan Coil Units (X11).

- CSUSA will Mount and wire a new MNB-300 Controller.
- CSUSA will remove existing controller and turn over to the owner.
- CSUSA will reuse existing communication wire.
- CSUSA will provide and install new room temperature sensors.
- CSUSA will provide and install new discharge air sensor for diagnostic purposes.
- CSUSA will reuse the existing hot water and chilled water valves and wire to the new MNB 300 controller.
- CSUSA will Provide all associated programming for each Fan Coil Unit.

Total cost to complete the project\$16,985.00
(Sixteen Thousand Nine Hundred Eighty Five dollars and 00/100)

AHU-1a VAV Boxes (X13).

- CSUSA will Mount and wire a new MNB-V2 Controller.
- CSUSA will remove existing controller and turn over to the owner for spare parts.
- CSUSA will reuse existing communication wire.
- CSUSA will provide and install new room temperature sensors.
- CSUSA will provide and install new discharge air sensors for diagnostic purposes.
- CSUSA will reuse the existing hot water reheat valve and wire to the new MNB V-2 controller.
- CSUSA will Provide all associated programming for each VAV box Controller.

Total cost to complete the project\$16,420.00
(Sixteen Thousand Four Hundred Twenty dollars and 00/100)

AHU-6a VAV Boxes (X10).

- CSUSA will Mount and wire a new MNB-V2 Controller.
- CSUSA will remove existing controller and turn over to the owner for spare parts.
- CSUSA will reuse existing communication wire.
- CSUSA will provide and install new room temperature sensors.
- CSUSA will provide and install new discharge air sensors for diagnostic purposes.
- CSUSA will reuse the existing hot water reheat valve and wire to the new MNB V-2 controller.
- CSUSA will Provide all associated programming for each VAV box Controller.

Total cost to complete the project\$12,545.00
(Twelve Thousand Five Hundred Forty Five dollars and 00/100)

AHU-10a VAV Boxes (X16).

- CSUSA will Mount and wire a new MNB-V2 Controller.
- CSUSA will remove existing controller and turn over to the owner for spare parts.
- CSUSA will reuse existing communication wire.
- CSUSA will provide and install new room temperature sensors.
- CSUSA will provide and install new discharge air sensors for diagnostic purposes.
- CSUSA will reuse the existing hot water reheat valve and wire to the new MNB V-2 controller.
- CSUSA will Provide all associated programming for each VAV box Controller.

Total cost to complete the project\$19,990.00
(Nineteen Thousand Nine Hundred Ninety dollars and 00/100)

All goods, services, and Firmware furnished by Innovative Energy Solutions Inc. ("Supplier") are governed by these standard terms and conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by the buyer, and any end user with whom Supplier undertakes to deal, of Supplier's goods, services, and Firmware ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgment. They may be varied only by a typed or legibly handwritten notation on the face of Supplier's quotation or order acknowledgment, Customer's purchase order form, or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS, SERVICES OR FIRMWARE EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER. SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

1. **Firmware.** The terms "goods" as used herein shall include Firmware which shall mean the set of instructions, consisting of symbolic language, processes, logic, routines, and programmed information in the form of firm or soft media relating to any of the goods and all revisions and modifications thereof.
2. **Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgment, price and delivery terms are FOB Supplier's plant and do not include sales, use, or other taxes. Supplier may, at its option, make partial shipments and invoice for same.

3. **Payment/Credit/Security.** Payment terms for buyers with a credit standing deemed adequate by Supplier are net 30 days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law, but in no event to exceed 1-1/2% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer, revoke its extension of credit to Customer, reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer, and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier.

In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount. Supplier shall be entitled to recover from Customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.

4. **Cancellation by Customer.**

(a). Except as provided in sub-paragraph (b) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection all goods purchased and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer.

(b). Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily resaleable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Supplier's lost profits.

5. **Warranty.** Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier, Supplier does not warrant, and shall not be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers or other non-employees of Supplier.

As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the day of delivery by Supplier to the site for Innovative Energy Solutions equipment and for Building Management Systems goods, which have been installed and operated under normal conditions and in accordance with generally accepted industry practices. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets published by Supplier from time to time:

The express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED BY SUPPLIER.

In case of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the sole and exclusive remedies therefore shall be, at Supplier's option, (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts.

Return authorization must be obtained from Supplier prior to the return of any defective material. All unauthorized returns will be sent back, freight collect, to the Customer. All returns must be made with transportation prepaid by the Customer. Supplier's examination of the units must disclose to its satisfaction that defects exist and have not been caused by misuse, neglect, improper installation, repair, alteration or accident before replacement is made or credit issued.

6. **Force Majeur.** Supplier and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical: strike, riots, fires, war, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of supplier.

7. **No Consequential Damages.** Under no circumstances shall Supplier be liable to any person (including distributor) for loss of use, income, or profit or for incidental, special or consequential or other similar damages, arising, directly or indirectly out of or occasioned by the sale, operation, use, installation, repair or replacement of the goods or services, whether such damages are based on a claim of breach of express or implied warranties (including merchantability or fitness for a particular purpose), tortious conduct (including negligence and strict liability) or any other cause of action, except only in the case of personal injury where applicable law requires such liability.

8. **Governing Law.** The law of the State of Ohio shall govern all transactions to which these standard terms and conditions apply.

9. Prices in this quotation remain in effect for 45 days from date of issue.