



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Acting Commissioner

**ADDENDUM #1**

Bid Number: 14-2013

Date: March 1, 2013

Subject: HVACR Maintenance and Repair for Community Corrections

Please address inquiries to:  
Sondra Stone, Buyer  
(859) 258-3324

**TO ALL PROSPECTIVE BIDDERS:**

- 1) Page 1 specifications, Equipment Listing, No. 2 should read "37 ea" in lieu of "120 ea."
- 2) See attached list for belts and filters and pumps and motors.
- 3) Pre-bid conference sign-in sheet is attached.

Todd Slatin, Acting Director  
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.  
This letter should be signed, attached to and become a part of your Bid.

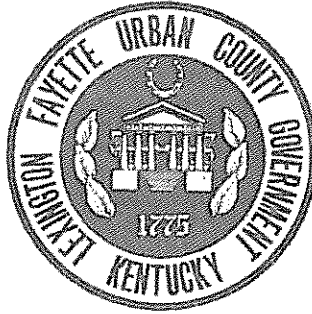
COMPANY NAME: Alliance Comfort Systems, Inc.

ADDRESS: P.O. Box 58860, Louisville, KY 40268

SIGNATURE OF BIDDER: Lori Rhodes  
Lori Rhodes, President

# Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

## INVITATION TO BID #14-2013

### HVACR Maintenance and Repair for Community Corrections

#### NOTICE TO BIDDERS

Bid Opening Date: March 13, 2013

Bid Opening Time: 2:00 PM

Address: 200 East Main Street  
3<sup>rd</sup> Floor, Room 338

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Pre Bid Meeting: February 27, 2013

Pre Bid Time: 9:00 am

Address: 600 Old Frankfort Circle, Lexington, KY



**AFFIDAVIT**

Comes the Affiant, Lori Rhodes, President, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Lori Rhodes, President and he/she is the individual submitting the bid or is the authorized representative of Alliance Comfort Systems, Inc.

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Lori Rhodes  
Lori Rhodes, President

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by ~~David Block~~ <sup>1025</sup> Lori Rhodes on this the 12th day of March, 2013.

My Commission expires: 4/7/2016

David Block  
NOTARY PUBLIC, STATE AT LARGE

***Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.***

# **I. GREEN PROCUREMENT**

## **A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

### Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

## **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

## **C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes   x              No

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #14-2013 HVACR Maintenance and Repair for Community Corrections"**

and addressed to:      Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of N/A percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in

accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must



maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 5 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 3-1 year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
  
- B. Price Changes (**Space Checked Applies**)
  - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 5 years of the Procurement Contract. After 5 years, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  
  - 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  
  - 3. Procurement Level Contract
  
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
  
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
  
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
  
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
  
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

## GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

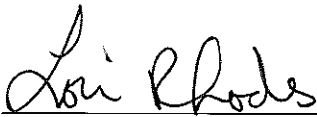
1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the

LFUCG.

11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or

proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

Lori Rhodes, President

March 12, 2013

Date

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**SPECIAL INSTRUCTIONS TO THE BIDDER**

**(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)**

**Performance Security:** The **APPARENT LOW BIDDER** shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the **BIDDER'S** bid be accepted, a **Performance Bond** or **Certified Check**, payable to the Lexington-Fayette Urban County Government, in the penal sum of **100%** of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

Contracts that are less than \$50,000 will not require a 5% bid security or a performance and payment bond.

**EQUAL OPPORTUNITY AGREEMENT**

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*



Signature  
Lori Rhodes, President

Alliance Comfort Systems, Inc.

Name of Business





**WORKFORCE ANALYSIS FORM**

Name of Organization: Alliance Comfort Systems, Inc. Date: 3 / 12 / 2013

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1		1								
Professionals											
Superintendents											
Supervisors											
Foremen	1	1									
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical	1		1								
Skilled Craft	3	3									
Service/Maintenance											
<b>Total:</b>	<b>6</b>	<b>4</b>	<b>2</b>								

Prepared by: Dawn Cooper, Office Manager  
**Name & Title**

**DIRECTOR, DIVISION OF CENTRAL PURCHASING  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT  
PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507

**Lexington-Fayette Urban County Government  
MBE/WBE Participation Goals**

**PART 1 - GENERAL**

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their bids.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 **It is therefore a request of each Bidder to include in its bid, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

**PART 2 - PROCEDURES**

- 2.1 The successful bidder will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - A. The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

### PART 3 - DEFINITIONS

- 3.1 A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

### PART 4 - OBLIGATION OF BIDDER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of bid.**

### PART 5 - DOCUMENTATION REQUIRED

- 5.1 Bidders reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 5.2 Bidders not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If bid includes no MBE/WBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
  - A. Advertisement by the bidder of MBE/WBE Contracting opportunities associated with this bid in at least two (2) of the following:
    1. A periodical in general circulation throughout the region
    2. A Minority-Focused periodical in general circulation throughout the region

3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
  4. Bidder shall include copies of dated advertisement with his submittal
- B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the bid opening date.
  - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a bid.
  - D. Documentation of Bidder's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
  - E. Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the bid, if participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”*

A Disadvantaged Business Enterprise is defined as a business at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

**LFUCG—Economic Engine Listings**

Marilyn Clark  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

**Commerce Lexington—**

Tyrone Tyra, Minority Business Development  
[ttyra@commercelexington.com](mailto:ttyra@commercelexington.com)  
859-226-1625

**Tri-State Minority Supplier Diversity Council**

Sonya Brown  
[sbrown@tsmsdc.com](mailto:sbrown@tsmsdc.com)  
502-625-0137

**Small Business Development Council**

Dee Dee Harbut /UK SBDC  
[ddharbut@uky.edu](mailto:ddharbut@uky.edu)

Shawn Rogers, UK SBDC  
[Shawn.rogers@uky.edu](mailto:Shawn.rogers@uky.edu)

Shiree Mack  
[smack@uky.edu](mailto:smack@uky.edu)

**Community Ventures Corporation**

James Coles  
[jcoles@cvcky.org](mailto:jcoles@cvcky.org)  
859-231-0054

**Kentucky Department of Transportation**

Shella Jarvis  
[Shella.Jarvis@ky.gov](mailto:Shella.Jarvis@ky.gov)  
502-564-3601

**KPAP**

Debbie McKnight  
[Debbie.McKnight@ky.gov](mailto:Debbie.McKnight@ky.gov)  
800-838-3266 or 502-564-4252

Bobbie Carlton  
[Bobbie.Carlton@ky.gov](mailto:Bobbie.Carlton@ky.gov)

**Ohio River Valley Women's Business Council**

Rea Waldon  
[rwaldon@gcul.org](mailto:rwaldon@gcul.org)  
513-487-6534

**Kentucky Small Business Connect**

Tom Back  
800-626-2250 or 502-564-2064  
<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.  
(NMSDC)**

[www.nmsdc.org](http://www.nmsdc.org)

**LFUCG MBE/WBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 14-2013

The MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. America's Finest Filters 2910 West Jefferson St. Louisville, KY 40212	Vendor	\$11,034.60	4.22%
2.			
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Alliance Comfort Systems, Inc.

**Company**  
March 12, 2013

**Date**



**By** Lori Rhodes  
President

**Title**



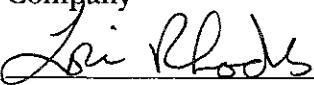
**LFUCG MBE/WBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # 14-2013

The substituted MBE/WBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MBE/WBE Company Name, Address, Phone, Email	MBE/WBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.  None					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Alliance Comfort Systems, Inc.  
 \_\_\_\_\_  
**Company**  
  
 \_\_\_\_\_  
**Company Representative**  
 Lori Rhodes

March 12, 2013  
 \_\_\_\_\_  
**Date**  
 President  
 \_\_\_\_\_  
**Title**



**MBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 14-2013

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

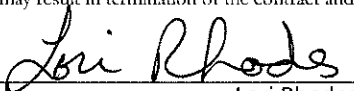
Company Name Alliance Comfort Systems, Inc.	Contact Person Josh Stone
Address/Phone/Email P.O. Box 58860 Louisville, KY 40268 (502) 384-8500	Bid Package / Bid Date 14-2013, March 13, 2013

MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
America's Finest Filters 2910 West Jefferson Louisville, KY 40212	Mike White	(502) 778-1983	3/8/2013	Vendor	email	\$11,034.60	MBE

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Alliance Comfort Systems, Inc.  
Company  
March 12, 2013  
Date

  
Company Representative Lori Rhodes  
President  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MBE/WBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #** 14-2013

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b>	<b>To:</b>
<b>Company Name:</b>	<b>Address:</b>	
<b>Federal Tax ID:</b>	<b>Contact Person:</b>	

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Alliance Comfort Systems, Inc. \_\_\_\_\_ *Lori Rhodes*  
**Company** **Company Representative**

March 12, 2012 \_\_\_\_\_ Lori Rhodes, President  
**Date** **Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

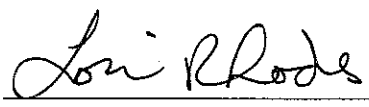
**Bid/RFP/Quote #** 14-2013

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other  
Please list any other methods utilized that aren't covered above.  
Contacted America's Finest Filters  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned acknowledges that all information is accurate. Any misrepresentations may result termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Alliance Comfort Systems, Inc.  
**Company**

  
\_\_\_\_\_  
**Company Representative**  
Lori Rhodes  
President

March 12, 2013  
**Date**

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

**FINANCIAL RESPONSIBILITY**

Vendor understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or provision of goods hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of

evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

00379033

## HVACR MAINTENANCE AND REPAIR FOR COMMUNITY CORRECTIONS

### GENERAL DESCRIPTION

- 1) The Lexington Fayette Urban County Government (LFUCG) Division of Community Corrections is requesting bids for heating, air conditioning, refrigeration and ventilation service, maintenance and repair.
- 2) During normal working hours, the contractor will provide full coverage maintenance and repairs, including all labor and material to keep the equipment in proper and, as intended operating condition.
- 3) The contractor will ensure the system's ability to maintain designated temperatures as stated in the facility's original design specifications, which are consistent with current industry standards for this type of system.

### EQUIPMENT LISTING

- 1) 2 ea York Air Conditioning Equipment (Millennium centrifugal liquid chillers)
- 2) 120 ea York indoor air handling units and York Rooftop air handling units (AIRPAK, Air Handling Units, includes H.V.U's and reheats)
- 3) 8 ea Air Modulators, York ISN DDC Control System (Millennium Centrifugal Control Center and other brand V.F.D's and controls)
- 4) 12 ea Magic Aire Chilled water blower coil units (BHW Series, "fan coil units")
- 5) Control Valves
- 6) Tempmaster VAV Boxes
- 7) Return Air Fans
- 8) York Integrated systems network controls
- 9) 2 ea Cooling Towers
- 10) Computer' Rooms A/C units (Freon systems)
- 11) 100 ea Exhaust and Smoke Evacuation Fans
- 12) 2 ea Air Curtains
- 13) 3 ea Boiler
- 14) 2 ea Domestic Water Heaters
- 15) Pumps associated with any one piece of equipment
- 16) York Software "Facility Manager 2.2K/3.2K
- 17) York Software "Niagara"
- 18) Any equipment not listed is included otherwise

(Note: motorized control valves for dampers and water valves are not considered motors and they are part Schedule A)



## **EQUIPMENT LOCATION**

Lexington Fayette County Detention Center  
600 Old Frankfort Circle  
Lexington, KY 40510  
Contact person: Mr. Frank Griffith, 859-425-2781 or fgriffit@lexingtonky.gov

## **TERM OF BID**

The contract will consist of an initial term of five (5) years at which time the contract may be renewed annually for a period of three (3) years.

## **CONTRACTOR QUALIFICATIONS**

- 1) All contractors bidding must meet the following criteria to be considered as a qualified bidding contractor. Any contractor that does not meet these minimum requirements will not be considered qualified and therefore their bid will be rejected.
- 2) Under this Bid, the contractor will perform all services using factory-trained personnel who are specialists in commercial HVACR, and electronic system maintenance and service associated with commercial HVACR.
- 3) All technicians on site must have a Universal CFC certification.
- 4) At least one technician must be certified to work on York millennium centrifugal liquid chillers. (only persons certified will be allowed to work on the chillers)
- 5) Contractors must be factory trained and certified to be able to work on the York ISN control systems to include hardware and software system support and programming.
- 6) Contractors must be trained and certified to be able to diagnosis and repair and service York 500 ton chillers. Contractors must be able to work on and maintain any and all related software that is related to the HVACR system.
- 7) A copy of all technician certifications must be included in all bid submission.
- 8) Contractor shall be required to submit a list of current installations of the type and size of the facility systems that they hold contracts for and are currently performing the services requested in this bid. This portion of the specs is to assure LFUCG of the vendor's qualifications and performance record.

## **CONTRACT STRUCTURE**

There are four (4) categories/schedules that separate all of the equipment in the division. Contractors may bid on any or all schedules; however, each schedule must be priced separately. Categories will be listed as schedule "A" "B" "C" "D" and will be followed by the type of equipment. Any equipment that has a direct impact on the system is considered to be part of that system (schedule) and will be included in that part of the contract. The LFUCG reserves the right to award each schedule separately or as a whole, in the best interest of the government.

## **Schedule A**

## Chillers/Drives/ISN/VAV/Controllers/Reheats/Software and other directly related equipment

- 1) Chillers
- 2) Variable frequency drives (air modulators)
- 3) Integrated control Units (ISN panels that control the indoor/outdoor air handling units)
- 4) Variable air volume units (VAV)
- 5) Controls (contactors, overload relays, fuses, wiring, etc)
- 6) All related equipment that is directly responsible for the operating system such as, motorized controls, dampers, temperature sensors, software thermostats
- 7) Software, all software that is associated with the HVACR is covered under schedule A. (York Software "Facility Manager 2.2K/3.2K York Software "Niagara")
- 8) Electronic sensors, valves, valve controls, dampers, actuators, thermostats and any other device associated with the York chillers
- 9) Schedule A excludes filters, belts, motors, fans, duct and duct work. Dampers are not considered motors, actuators are not considered motors and they are considered part of the contract repair/replace service in schedule A

<u>Qty.</u>	<u>Component</u>	<u>Model Number</u>	<u>Manufacturer Number</u>	<u>Serial</u>	<u>Size</u>
2	Water Chiller	YTG3A4E2 -CRH	York GHHM	118172	500 Ton
2	Chiller Starter	HER 11	York GHHM	118173	500 Ton
120	York ISN Direct Digital Control Panels				
2	Site specific licensed York Facility Manager software programs				
2	York Operator Work Stations				
Lot	Electronic sensors, valves, valve and damper actuators associated with the York		Facility Manager	BAS system	

### SCHEDULE A SERVICE REQUIREMENTS

- 1) Water Cooled Centrifugal Chiller
  - a. Procedure: Annual Inspection Frequency: Once
  - b. Condenser and chilled water system
  - c. Drain condenser.
  - d. Remove one condenser head.
  - e. Visually inspect condenser tubes for evidence of corrosion or fouling.
  - f. Brush clean all condenser tubes with mechanical tube cleaning equipment
  - g. Re condenser head using new gasket.
- 2) Refrigerant system
  - a. Change compressor oil & filter; dispose of waste oil in accordance with all regulatory requirements.
  - b. Change dehydrators, refrigerant filters, driers and strainers as applicable.
  - c. Perform a refrigerant leak test. Complete all documentation in accordance with EPA requirements.
- 3) Electrical system
  - a. Meg test compressor motor to verify electrical integrity.
  - b. Inspect motor starter.
  - c. Change starter inhibitor.
  - d. Clean and tighten electrical connections in the starter cabinet as required.
- 4) Safety and Control systems
  - a. Check safety controls for proper operation, calibrate as required.
  - b. Check operating controls for proper operation. Calibrate as required.
  - c. Check configuration of control panel.
  - d. Check flow switches for proper operation
- 5) Procedure: Seasonal Start Up Frequency: One time annually
  - a. Start up unit.
  - b. Check operation of motor starter.
  - c. Check and record oil and refrigerant levels.
  - d. Check and record all operating parameters (pressures, temperatures, voltages and amperages).
  - e. Verify status of all operating controls.
  - f. Set up operating log and review with operators.
- 6) Procedure: Operational Inspection Frequency: Eight times per year
  - a. Check and record oil and refrigerant levels.
  - b. Check lubrication system operation and oil return system.
  - c. Check operating controls. Calibrate as required.
  - d. Perform a refrigerant leak test. Record results.
  - e. Check operation of motor and starter.
  - f. Inspect shaft seal.
  - g. Check and record all operating parameters (pressures, temperatures, voltages, amperages).
  - h. Review operating procedures and owner's log with operators.
- 7) Procedure: Oil Analysis Frequency: Once Annually - Perform a spectro-chemical compressor oil analysis once per year Provide customer with written results and recommendations.

- 8) Documentation: Upon completion of each procedure, owners representative will receive a written report
- 9) York ISN Control System
- 10) Procedure: Operational Inspection: Quarterly
  - a. Sample point check for accurate performance.
  - b. Sample point-commanding techniques for proper operation
  - c. Disable system modules on a selective basis to review problem annunciation and system behavior.
  - d. Perform a system-wide function test to verify complete and accurate operation.
  - e. Examine and analyze standard log reports.
- 11) Review and discuss system and service history, and the performance of temperature control and energy management applications.
- 12) Recommend necessary modifications, replacements, upgrades or repairs as a result of the quarterly review.
- 13) The contractor will provide on-line equipment and service to enable the local service office to remotely access a customer system via regular internet service. The service must be high speed internet service. This will not only allow for the division to inspect the systems from a remote location, it will also give the contractor the ability to access the system in cases of emergency. (Note: All wiring is in place for this service).
- 14) Respond to system troubleshooting situations either remotely or by site visit as required within 4 hours after notification by Division staff, 24 hours, 7 days per week.
- 15) Provide telephone consultation to the customer regarding the system operations when required.
- 16) Documentation: Upon completion of each procedure, owner's representative will receive a written report detailing the services performed and the results of all tests performed. Any deficiencies noted and any corrective action recommended will be included in this.

## **SCHEDULE A SPARE PARTS**

The following Spare Parts will be kept at the job site. These parts will remain the property of the division. The current contents of spare parts are the property of the division. The spare parts must be keep on site at all time, any depletion in spare parts must be replaced with in 48 hours or a reasonable amount of time to allow shipping of any one part. It is the divisions position, due to the nature of the division that a well stocked supply of spare parts be keep on site that will ensure the division position to operate at full capacity at all times.

### **For EDC**

- 1 FOM2 031-01062-000
- 1 PSTC 031 -01 382-000

- 1 UIOC 031-01383-000
- 1 IPC 031-01381-002

**For LDC**

- 1 APC 031-01384-003
- 1 10 CARD 031 -01 385-000
- 1 KEY 024-25505-000

**For TDC**

- 2 BOARD 371-02045-100

**Blimo Actuators**

- 2 TDC Reheat LM24
- 2 AHU Reheat LM24SR
- 1 Valve AM24SR
- 1 Valve SM24SR
- 1 Valve NM24SR
- 2 Fire Damper SM24

**Honeywell**

- 2 Damper Operator ML7295A1 006
- 2 Damper Operator ML8195C1005

**Duct Sensors**

- 4 Precon ST-U3

## **Schedule B**

### **Indoor/Outdoor Air Handlers/Fan Coil Units/Exhaust and Smoke Exhaust Fans**

- 1) Indoor and Outdoor air handling units (includes repair, replacement and service of air filters, belts, bearings, fans, drain pans, general monthly service including greasing, adjusting oiling and cleaning unit coils, service and repair pumps, pump motors, fan motors and related equipment)
- 2) Magic Air fan coil units (includes repair, replacement and service of air filters, belts, bearings, fans, drain pans, general monthly service including greasing, adjusting oiling and cleaning unit coils, service and repair pumps, pump motors, fan motors and related equipment)
- 3) Exhaust and smoke Exhaust fans, (includes replacing belts, motors, fans, bearings, louvers, dampers and any other related equipment, includes cleaning)
- 4) Schedule B includes mandatory monthly filter changes, greasing, oiling, cleaning and full service
- 5) Due to the nature of the facility, filters will be changed once per month regardless of condition and belts will be changed as necessary)

#### **SCHEDULE B SERVICE REQUIREMENTS**

- 1) Clean and inspect repair and replace any and all parts and supply any and all labor necessary in order to keep the equipment in proper and as intended working order.

- a. Visually inspect condenser and Evaporator tubes/cooling fins for evidence of corrosion or fouling stoppage from debris, clean as necessary.
  - b. Once per year, clean all condensers and evaporator with acceptable indoor cleaning solution (must be usable around humans).
  - c. Inspect and replace filters, belts and grease and oil all equipment as needed at least once per month. (Note: filters will be changed at least once per month due to the nature of the facility), inspect and replace any bearings as needed. Replace any belts as needed. The contractor will report any and all anomalies).
- 2) Procedure: Seasonal Start up Frequency: In the spring and fall of each year. Every unit on the roof needs to be inspected and serviced as a seasonal inspection. This is an ideal time for servicing these units due to the weather condition.
  - 3) Documentation: Every month, the contractor will submit a list of performed services.
  - 4) Procedure: Operational Inspection: Quarterly
  - 5) Documentation: Upon completion of each procedure, owner's representative will receive a written report detailing the services performed and the results of all tests performed. Any deficiencies noted and any corrective action recommended will be included in this report. The reports are to be generated by the contractor and submitted to the division's plant operation supervisor.

## **SCHEDULE B SPARE PARTS**

The following Spare Parts will be kept at the job site. These parts will remain the property of the division. The current contents of spare parts are the property of the division. The spare parts must be keep on site at all time, any depletion in spare parts must be replaced with in 48 hours or a reasonable amount of time to allow shipping of any one part. It is the divisions position, due to the nature of the division that a well stocked supply of spare parts be keep on site that will ensure the division position to operate at full capacity at all times.

- a. At least one motor and one fan and one pump for any one single piece of equipment that is listed in schedule B.
- b. An ample supply of filters, belts, bearings, axles, and any other related parts that are deemed necessary in order to keep the division equipment in proper operating order.

## **Schedule C**

### **A/C Units/Refrigerated Coolers/Air Curtains and related equipment**

- 1) Computer room AC units
- 2) Refrigerated Coolers
- 3) Air Curtains
- 4) Includes any related equipment and includes annual service. Annual service is considered to be the minimum service for cleaning coils and checking pressures and protection devices for the units and will include cleaning all indoor and out door coils

as necessary to ensure proper operation, inspection for any anomalies should be performed every 3-4 months to protect the division equipment and ensure efficient operation.

- 5) The successful contractor will be responsible for all parts and labor in order to keep the equipment in proper working order.

### **SCHEDULE C SERVICE REQUIREMENTS**

- 1) All coils are to be cleaned and inspected at least once a year.
- 2) All parts and labor is supplied and performed by the contractor.
- 3) All federal, state, local, OSHA and division standards are to be strictly followed.

### **SCHEDULE C SPARE PARTS**

The following Spare Parts will be kept at the job site. These parts will remain the property of the division. The current contents of spare parts are the property of the division. The spare parts must be keep on site at all time, any depletion in spare parts must be replaced with in 48 hours or a reasonable amount of time to allow shipping of any one part. It is the divisions position, due to the nature of the division that a well stocked supply of spare parts be keep on site that will ensure the division position to operate at full capacity at all times.

- a. At least one motor and one fan, one thermostat, one of any type of overload switch or one high temp switch, one starter for the fans and any one common part necessary for any one single piece of equipment that is needed for the equipment in the listed schedule .
- b. An ample supply of any related parts that are deemed necessary in order to keep the division equipment in proper operating order.
- c. Adequate supply of Freon and any items that would be necessary to perform repair with in a reasonable amount of time.

## **Schedule D**

### **Boilers/Water Heaters/Cooling Towers/Pumps/Valves**

- 1) Boilers
- 2) Water Heaters
- 3) Cooling Towers
- 4) Pumps
- 5) Valves

### **SCHEDULE D SERVICE REQUIREMENTS**

- 1) Clean and inspect Condenser (cooling towers) system at least twice a year, includes all valves located in the tower and diffusers screens in the pumps.

- a. Visually inspect condenser and evaporators for evidence of corrosion or fouling stoppage from debris.
  - b. Once per year, clean all condensers and evaporators with acceptable cleaning solution (must be usable around humans).
  - c. Inspect and replace filters, belts and grease and oil on all equipment as needed at least once per month. (Note: filters will be changed at least once per month due to the nature of the facility), inspect and replace any bearings as needed. Replace any belts as needed. The contractor will report any and all anomalies.
  - d. Inspect and clean all tubes per the federal, state and local guide lines to ensure that the equipment is in proper and as intended operating order.
  - e. The division will schedule any and all inspections necessary and as dictated by the federal, state and local authority. The division will assume the cost for annual inspections that are mandated by the state or local authorities. The contractors will be responsible for preparing the equipment for inspection and any repairs deemed necessary and required in order to satisfy the equipment for service.
  - f. Any repairs that are made that require further inspecting or additional license will the responsible of the contractor along with any cost of material and or labor.
- 2) Procedure: Seasonal Start up Frequency
- a. In the spring and fall of each year. All equipment needs to be inspected and serviced as a precaution. This is the optimal time for servicing out side units due to the weather condition and supports the needs of the facility.
  - b. Documentation: every month, the contractor will submit a list of performed services.
- 3) Documentation: Upon completion of each procedure, owner's representative will receive a written report detailing the services performed and the results of all tests performed. Any deficiencies noted and any corrective action recommended will be included in this report. The reports are to be generated by the contractor and submitted to the division's plant operation supervisor.

#### **SCHEDULE D SPARE PARTS**

The following Spare Parts will be kept at the job site. These parts will remain the property of the division. The current contents of spare parts are the property of the division. The spare parts must be keep on site at all time, any depletion in spare parts must be replaced with in 48 hours or a reasonable amount of time to allow shipping of any one part. It is the divisions position, due to the nature of the division that a well stocked supply of spare parts be keep on site that will ensure the division position to operate at full capacity at all times.

- a. At least one motor and one fan and one pump for any one single piece of equipment that is listed in schedule D.
- b. An ample supply of filters, belts, bearings, axles, and any other related parts that are deemed necessary in order to keep the division equipment in proper operating order.
  - Belts



- Mechanical seals
- Couplings
- Pumps
- Motors
- Bearings
- Filters
- Impellers
- Other acceptable spare parts that is cost effective.

**The following specification will apply to any and all schedules and will be considered to be the minimum specifications for service, parts and repairs and service times.**

### **INSPECTIONS: SCHEDULE A,B,C,D**

**The scope of each schedule is included in this section and applies where necessary to ensure that the division can operate at full capacity at all times.**

- 1) Under the scope of this bid, the contractor will perform a minimum of eight (8) inspections per year (this is not included in any other inspection and must be reported in writing to the division operation plant supervisor any findings). During these inspections, the contractor will perform the preventative maintenance tasks as listed for each major component in Schedule B.
- 2) After each inspection, the contractor technician(s) will meet with the designated Lexington Fayette County Detention Center staff representative to discuss the condition of the equipment, operating parameters, prevent maintenance performed by both the contractor technician and Lexington Fayette County Detention Center staff since the last inspection. A written report of all maintenance performed by the contractor will be provided at this time. This report will also include any recommendations for repair and special concerns as a result of the preventative maintenance and inspection services performed.
- 3) The following capabilities must be met and the tasks listed below be performed on a quarterly basis.
- 4) Sample point check for accurate performance.
- 5) Sample point-commanding techniques for proper operation.
- 6) Disable system modules on a selective basis to review problem annunciation and system behavior.
- 7) Perform a system-wide function test to verify complete and accurate operation.
- 8) Examine and analyze standard log reports.
- 9) Review and discuss system and service history, and the performance of temperature control and energy management applications.
- 10) Recommend necessary modifications, replacements, upgrades or repairs as a result of the quarterly review.
- 11) The successful contractor will provide:

- a. On-line equipment to enable the local service office to remotely access the customer system. Customer shall provide and pay for the cost of the service and equipment.
- b. Respond to control system troubleshooting situations either remotely or by site visit 24 hours, 7 days per week as required with a 2 hour emergency on site response when required by the division.
- c. Telephone consultation to the customer regarding the system operations when required.

### **YORK ISN CONTROLS AUTOMATION SYSTEM**

- 1) Contractors must have the capabilities be able to work on York ISN control systems to include hardware and software system support and programming. The successful contractor will provide:
  - a. On-line equipment to enable the local service office to remotely access a customer system via regular voice-grade phone lines. Customer shall provide and pay for the cost of the voice-grade phone line.
  - b. Respond to control system troubleshooting situations either remotely or by site visit as required 24 hours, 7 days per week as required.
  - c. Provide telephone consultation to the customer regarding the system operations when required.
- 2) The following capabilities must be met and the tasks listed below be performed on a quarterly basis.
  - a. Operational Inspection.
  - b. Sample point check for accurate performance.
  - c. Sample point-commanding techniques for proper operation.
  - d. Disable system modules on a selective basis to review problem annunciation and system behavior.
  - e. Perform a system-wide function test to verify complete and accurate operation.
  - f. Examine and analyze standard log reports.
  - g. Review and discuss system and service history, and the performance of temperature control and energy management applications.
  - h. Recommend necessary modifications, replacements, upgrades or repairs as a result of the quarterly review.

Note: The York ISN system is not "back net" compatible.

### **DOCUMENTATION**

- 1) Upon completion of each procedure, owner's representative will receive a written report detailing the services performed and the results of all tests performed. Any deficiencies noted and any corrective action recommended will be included in this report.
- 2) All contractors must have a minimum of (5) years experience on working on centrifugal chillers.
- 3) All contractors must be factory certified on the York low and high pressure centrifugal chillers.

## **EMERGENCY SERVICE**

- 1) Emergency service will be provided on a 24-hour basis, 7 days per week, including holidays. Response time will be within two (2) hours from time of notification by Division staff.
- 2) Contractor is also required to have, and maintain for the life of the contract, at least one qualified service technician based within 2 hours travel time to the facility for emergency call out.

## **REPORTS**

- 1) A detailed report of each inspection will be issued to the customer. This report will include, where appropriate: equipment log readings, equipment condition, recommended repairs, and recommendations for reducing energy consumption.
- 2) Reports will detail the services performed and the results of all tests performed any deficiencies noted and any corrective action recommended will be included in this report.

## **SERVICE REQUIREMENTS SCHEDULE A and C**

### **REFRIGERANT CONSERVATION SERVICE**

- 1) The contractor will perform the following services on all equipment listed in any Schedule that contains CFC or HCFC Refrigerants, during normal working hours.
- 2) All work will be performed according to federal, state and local regulations by the contractor certified technicians. Also, he contractor will provide a written report after each visit, including findings, corrective action, and recommendations.
- 3) In order to minimize unintentional refrigerant emissions, the contractor will annually perform three (3) additional refrigerant leak checks if customer operations permit. If an approved pressurization source is not available, the contractor will provide a portable device.
- 4) If refrigerant emission sources are found, the contractor will repair them. When corrective action is required, the contractor will perform those services within twenty-four (24) hours in order to minimize any further emissions. All replacement refrigerant costs, including the costs associated with the replacement of the refrigerant and any necessary repairs, shall be the responsibility of the contractor.
- 5) If refrigerant charge must be removed, stored, and recharged, the contractor will provide storage and recycling equipment and perform these activities with technicians who have been trained and certified according to EPA Standards.
- 6) The contractor will use equipment specifically designed for the transfer and storage of refrigerants according to EPA Standards. During this process, oil and moisture in your refrigerant will be reduced. Acidity cannot be reduced with recycling equipment.
- 7) When it is necessary to reclaim refrigerant to new refrigerant standards, the contractor will handle the transfer, transportation and arrangements with a distillation service or refrigerant producer, including testing, paperwork and permits if required.

- 8) If it becomes necessary to dispose of refrigerant for any reason, the contractor is responsible for the transfer, transportation and consignment to a licensed disposal or hazardous waste disposal service of such materials, according to the standards and regulations of Local, State and Federal agencies.

### **ADDITIONAL REQUIREMENTS**

- 1) All equipment and parts will become the property of the Division. All equipment removed shall remain the property of the Division.
- 2) All equipment or parts or services to be purchased within (30) days after start of contract. All equipment will be inspected or installed and operational within (30) days of the start of the contract as agreed by the division and the contractor.
- 3) The winning contractor/contractors agree to perform the best work practices to ensure the division is able to operate "as intended" and at full capacity and that the equipment will be keep in working "as intended" order. All Equipment is to be considered in the manufactures as intended working order. All equipment condition will be evaluated and satisfied by the contractor. No warranty is given or implied on equipment.

### **Pricing**

- 1) Schedule A:

Lump Sum Annual Price \$ 103,500.00

- 2) Schedule B:

Lump Sum Annual Price \$ 95,000.00

- 3) Schedule C:

Lump Sum Annual Price \$ 18,000.00

- 4) Schedule D:

Lump Sum Annual Price \$ 45,000.00

**A pre-bid meeting will be held February 27, 2013, 9:00 am, at 600 Old Frankfort Pike, Lexington, KY. Attendees will need to sign-in at front lobby prior to meeting. Attendance is not mandatory, but it is highly recommended that interested Contractors attend.**

STEVEN L. BESHEAR  
GOVERNOR



LORI H. FLANERY  
SECRETARY  
FINANCE AND ADMINISTRATION CABINET

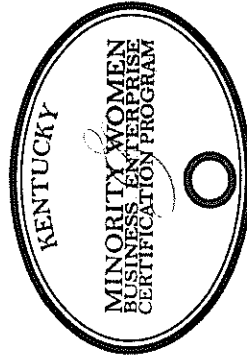
M W B E

MINORITY & WOMEN  
BUSINESS ENTERPRISE

This certificate acknowledges that

*Alliance Comfort Systems, Inc.*

has been certified as a Women Business Enterprise  
by the Commonwealth of Kentucky.



A handwritten signature in black ink, appearing to read "Steven L. Beshear", written over a horizontal line.

STEVEN L. BESHEAR  
GOVERNOR

Expiration: January 30, 2016



Commonwealth of Kentucky  
FINANCE AND ADMINISTRATION CABINET  
OFFICE OF EEO AND CONTRACT COMPLIANCE

STEVEN L. BESHEAR  
Governor

702 Capitol Avenue  
Room 397, New Capitol Annex  
Frankfort, Kentucky 40601  
(502) 564-2874  
(502) 564-1055 Facsimile  
<http://finance.ky.gov/>

LORI H. FLANNERY  
Secretary

YVETTE M. SMITH  
Executive Director

January 28, 2013

Ms. Lori Rhodes  
Alliance Comfort Systems, Inc.  
P O Box 58860  
Louisville, KY 40268

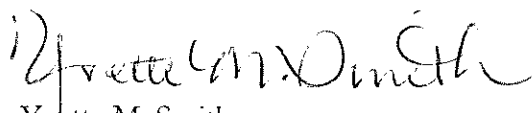
Dear Ms. Rhodes:

Subject: Kentucky Minority and Women Business Enterprise Certification

This letter acknowledges that Alliance Comfort Systems, Inc. has been certified as a Women Business Enterprise by the Commonwealth of Kentucky. The certification expires: January 30, 2016.

In order to legally conduct business in Kentucky most businesses are required to register with the Kentucky Secretary of State and the Department of Revenue. The Kentucky One Stop Business Portal contains valuable information about business registration, licenses and permits, insurance requirements, etc. To access the portal go to the following link: <http://onestop.ky.gov/start>. For help with business registration go to: <http://onestop.ky.gov/resources/Pages/help.aspx>.

Sincerely,

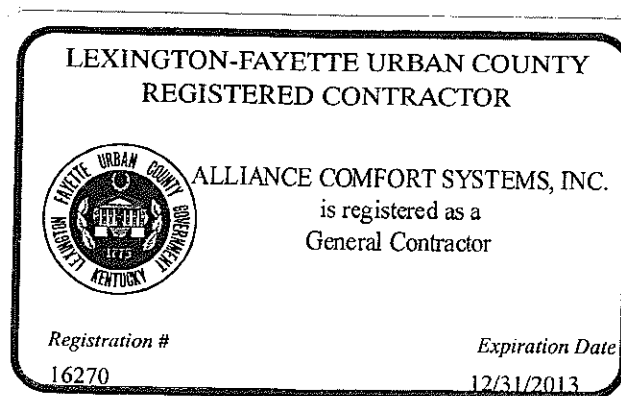
  
Yvette M. Smith  
Executive Director

# LEXINGTON-FAYETTE URBAN COUNTY CONTRACTOR REGISTRATION

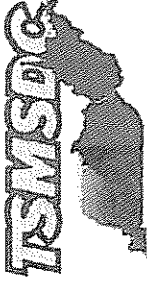


Be It Known That  
ALLIANCE COMFORT SYSTEMS, INC.  
is hereby granted  
Registration # 16270  
as a  
General Contractor  
in Lexington-Fayette County  
Expiration Date: 12/31/13

**HERE IS YOUR WALLET CARD. DETACH AND SIGN BACK OF CARD.**



Tri-State Minority Supplier  
Development Council



TRI-STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

**America's Finest Filters, Inc.**

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®) and as adopted by the Tri-State Minority Supplier Development Council

**\*\*NAICS Code(s): 423730 ; 333411**

**\*\*Description of their product/services as defined by the North American Industry Classification System (NAICS)**

09/17/2012

*Issued Date*

10/13/2013

*Expiration Date*

KY1155

*Certificate Number*

*Ty Gettis, President,*

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>.



An affiliate of the National Minority Supplier Development Council, Inc.® (NMSDC®)





*AMERICA'S FINEST FILTERS, INC.*  
*A Complete Source for Filtration*

## ESTIMATE

2910 West Jefferson Street  
 Louisville, KY 40212  
 Phone:(502)778-1983  
 Fax:(502)778-1984

Estimate #	DATE
23743	3/12/2013

COMPANY / ADDRESS
Alliance Comfort System Attn: Josh Stone PO Box 58860 Louisville KY 40268

Ship To
Lexington KY HVACR Alliance Comfort System 7200 Distribution Drive Louisville KY 40258

TERMS
Net 30

ITEM	DESCRIPTION	QTY	COST	TOTAL
Filter	Lexington KY Fayette Co. Detention Center BID #14-2013 HVACR Maintenance and repair for Community Corrections			
	Various Pleated Merv - 8 Filters for BID #14-2013  Please see separate Filters List attached Sales Tax		10,410.00  6.00%	10,410.00T  624.60

Thank you for the opportunity! Mike White

<b>TOTAL</b>	\$11,034.60
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References:

Norton Healthcare

Kelle Keiswetter, (502) 773-6851

Roof top unit replacements

VAV repairs

BAS repairs

Seven Counties

Doug Randel, (502) 471-9621

New Building Automation System

New chiller install

Boiler repair

Roof top unit replacements

Louisville Metro Government

Paul Patenaude, (502) 797-7246

BAS maintenance

Chiller repairs

Boiler repairs

Air handler unit repairs

Louisville Free Public Library

Paul Bowling, (502) 574-1695

PM contract on boilers, chillers, air handlers, water heaters, city multi and Liebert units



Employee Licenses, Certifications and Training Qualifications

Name: Josh Stone Date: 11/4/11

Man No.: \_\_\_\_\_

Address: 200 Fernfield Rd.  
Cox's Creek, Ky 40013

Type of Drivers Licenses:

Standard State: Ky  
 CDL  
State: \_\_\_\_\_ Class: \_\_\_\_\_ Medical Card Exp. Date: \_\_\_\_\_  
Endorsements: \_\_\_\_\_

Trade:

Plumbing  Pipefitting  Sheet Metal  Boilermaker  None

Type of Licenses:

KY Master Plumber  IN Master Plumber  
 KY Journeyman Plumber  IN Journeyman Plumber  
 KY HVAC  Refrigeration  
 Other: \_\_\_\_\_

Type of Certifications:

Backflow Prevention States of Certification: \_\_\_\_\_  
 Brazing  
 Medical Gas  
 Refrigerant Types: Universal  
 Welding Types: \_\_\_\_\_  
 Other: \_\_\_\_\_

Equipment Operation Types & Certifications:

Backhoe  
 Forklift  
 Manlift  
 Skytrac  
 Other: \_\_\_\_\_

Specialized Training:

Confined Space Entry  
 Other: \_\_\_\_\_

Safety Training:

First Aid  CPR  Bloodborne Pathogens  
 NFPA 70E  OSHA 10hr  OSHA 30hr  
 Other: \_\_\_\_\_

Commonwealth of Kentucky  
Public Protection Cabinet  
Department of Housing, Buildings & Construction  
Division of HVAC  
Frankfort, KY

**JOSH A STONE**  
Kentucky Journeyman HVAC Mechanic  
# HJ11740



Expires: 4/30/2011

*Timothy R. House*



**esco institute**

Program EPA Approved  
December 28, 1993

CERTIFICATE NO. 0068268207600



EPA Certified

NAME: **JOSHUA A. STONE**

has been certified as a

**UNIVERSAL**

technician as required by 40 CFR part 82 subpart F

**OSHA** Occupational  
Safety and Health  
Administration

16-002883137

This card acknowledges that the recipient has successfully completed a  
10-hour Occupational Safety and Health Training Course in  
**Construction Safety and Health**

Joshua Stone

C. Eric Baun  
(Trainer name - print or type)

4/28/2010  
(Course end date)

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Registered Cross Connection Control Device Inspector

Prefix	Registration Number
P	BF10-4090

Joshua A. Stone  
200 Fairfield Road  
Coxs Creek KY 40013



**BTJ ASSOCIATION**  
**2011-2012 MEMBERSHIP CARD**  
*"We do it right the first time"*

**JOSHUA A STONE**

**BTJ PIPEFITTER**

**05-20-2008**

INITIATED

**1674521**

CARD NUMBER

**LOCAL 502**

**LOUISVILLE KY**

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**Alliance Comfort Systems, Inc.**

**Josh Stone** has successfully completed the required Confined Space training according to CFR 29 1910.146 and the policies set forth by Alliance Comfort Systems, Inc on this date: 5/31/2011

**Instructor: Cecil Sowers, Safety Coordinator**



**Alliance Comfort Systems, Inc.**

**Cory Scheible** has successfully completed the required Confined Space training according to CFR 29 1910.146 and the policies set forth by Alliance Comfort Systems on this date: 5/31/2011

**Instructor: Cecil Sowers, Safety Coordinator**





### Employee Licenses, Certifications and Training Qualifications

Name: Brad Webb Date: 6-13-11

Man No: \_\_\_\_\_

Address: 580 Buck Grove Rd, Ekron, KY 40117

**Type of Drivers Licenses:**

Standard State: KY  
 CDL State: \_\_\_\_\_ Class: \_\_\_\_\_ Medical Card Exp. Date: \_\_\_\_\_  
 Endorsements: \_\_\_\_\_

**Trade:**

Plumbing  Pipefitting  Sheet Metal  Boilermaker  None

**Type of Licenses:**

KY Master Plumber  IN Master Plumber  
 KY Journeyman Plumber  IN Journeyman Plumber  
 KY H-VAC  Refrigeration  
 Other: \_\_\_\_\_

**Type of Certifications:**

Backflow Prevention States of Certification: \_\_\_\_\_  
 Brazing  
 Medical Gas  
 Refrigerant Types: Universal  
 Welding Types: \_\_\_\_\_  
 Other: \_\_\_\_\_

**Equipment Operation Types & Certifications:**

Backhoe  
 Forklift  
 Manlift  
 Skytrac  
 Other: \_\_\_\_\_

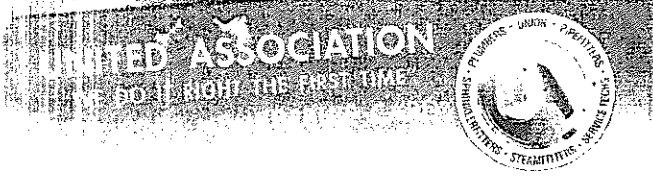
**Specialized Training:**

Confined Space Entry  
 Other: \_\_\_\_\_

**Safety Training:**

First Aid  CPR  Bloodborne Pathogens  
 NFPA 70E  OSHA 10hr  OSHA 30hr  
 Other: \_\_\_\_\_





**BRADLEY WEBB**  
BTA BUILDING TRADES APPR

08-01-2005  
INITIATED  
LOCAL 502

1543494  
CARD NUMBER  
LOUISVILLE KY

2/20/2004 96 938062  
Brad Webb  
University Of Northwestern Ohio  
has successfully completed training in CFC-12  
refrigerant recycling and service procedures offered by  
the Mobile Air Conditioning Society Worldwide,  
as required by Section 609 of the Clean Air Act.  
MACS • Phone (213) 631-7020 • Fax (213) 631-7011

*Certificate of Competency*

Awarded to  
**Bradley S Webb**  
for successfully passing the  
**Commercial Refrigeration Exam  
Light Commercial A/C & Heating Exam**

403-27-0443 6/7/2004  
ID Number Date *Completed* *CEP*  
President AEP President OAAEP

02549275292

**BRADLEY S. WEBB**  
Commonwealth of Kentucky  
Public Protection Cabinet  
Department of Housing, Buildings & Construction  
Division of Plumbing  
Frankfort, KY  
**BRAD S WEBB**  
Journeyman Plumber # J15518  
Expires 10/31/2011

Kentucky

Timothy R. House



**COMMONWEALTH OF KENTUCKY**  
Office of Housing, Buildings and Construction  
2007-2008

This certifies that **BRAD S. WEBB**  
of **ELIZABETHTOWN, KY 42701**  
**Journeyman HVAC Mechanic**  
Expires June 30, 2008, unless revoked for cause by the  
Office of Housing, Buildings & Construction, Department of  
HVAC.  
License No. **J13833**

*Alisa S. Harrison*  
Division of HVAC Frankfort, Kentucky

**OSHA**

U.S. Department of Labor  
Occupational Safety and Health Administration

**Bradley Webb**

has successfully completed a 10-hour Occupational Safety and Health  
Training Course in

**Construction Safety & Health**

*M. P. Henry* 25385 10/2/05  
(Trainer) (Date)

*Certificate of Competency*

Awarded to  
**Bradley S Webb**  
for successfully passing the  
**Residential A/C & Heating Exam**

403-27-0443 6/24/2003  
ID Number Date *Completed* *CEP*  
President AEP President OAAEP

Program EPA Approved  
December 28, 1993

CERTIFICATE NO. 4032704431677

NAME: **BRAD S. WEBB**

has been certified as a

**UNIVERSAL**

technician as required by 40CFR part 22 subpart F

1700 Grange Dr.  
Lagrange Ky.  
40031

Home phone: 502-222-0037  
Cell phone: 502-974-0729  
Email: dalej355@aol.com

# Dale Jones

**Objective** To keep my self trained and up to date in the HVACR industry

- Experience**
- 1986-1989 Johnson Controls, Inc. Louisville Ky.**  
**Maintenance Tradesman (Pipe Fitters local 522)**
- Produced pneumatic, electric, and digital control panels for installation.
  - Worked of engineered control schematics.
  - Work with sales team to find better faster and less expensive solutions.
- 1989-1999 Johnson Controls, Inc. Louisville Ky.**  
**Mechanical Equipment Service Journeyman (Pipe fitters Local 522)**
- Worked in the service field
  - Maintain Pneumatic and DDC service contracts
  - Implemented training course for new recruits --- speeding profitability.
- 1999-2009 Johnson Controls, Inc. Louisville KY**  
**Building Trades Journeyman (pipefitters Local 502)**
- Started a service installation team
  - Worked on and estimated performance contracts.
  - Worked direct with owner negotiated retrofits.
- 2009-to present Alpha Energy solutions Louisville KY**  
**Building Trades Journeyman (pipefitters Local 502)**  
**Controls department Forman**
- In charge of all controls projects.
  - Engineer and estimate all controls projects
  - Developed owner negotiated retrofits.

**Education** Michigan State University

- Associates in applied HVAC.
- Certified instructor for the united association of plumbers and pipe fitters.
- Pipe fitters Local 502 Apprenticeship

**License** Journeyman's HVAC HJ09951.

Master Electrical ME22057

# Dale "Brad" Jones

---

<b>Experience</b>	1997–1998	Jennings Industries	Buckner, KY
	<b>Steel Fabrication and Welding</b>		
	<ul style="list-style-type: none"><li>▪ General Metal working and fabrication.</li><li>▪ General Welding services.</li></ul>		
	1999–2009	Johnson Controls	Louisville, KY
<b>Service Controls/HVAC Technician</b>			
<ul style="list-style-type: none"><li>▪ Foreman/Project Manager For Controls Retrofit Jobs.</li><li>▪ DDC Controls Installations.</li><li>▪ Sales of DDC Controls Installations and Services.</li><li>▪ HVAC Services and Installations.</li></ul>			
2010	Construction Support Services	Louisville, KY	
<b>Project Manager/Sales/Installation</b>			
<ul style="list-style-type: none"><li>▪ Design and Installations of DDC Controls.</li><li>▪ Design and Installations of HVAC Services.</li></ul>			
2011-Present	Alpha Energy Solutions	Louisville, KY	
<b>Controls Technician/Programming/Installation</b>			
<ul style="list-style-type: none"><li>▪ Design and Installation of DDC Control Systems.</li><li>▪ Design and Installation of HVAC Services.</li><li>▪ DDC Controls and HVAC Sales.</li></ul>			
<b>Education</b>	1997 Graduate	Oldham County High School	Buckner, KY
	<ul style="list-style-type: none"><li>▪ Vocational Program</li></ul>		
	1999-2004 Graduate	Pipefitters Local 502	Louisville, KY
<ul style="list-style-type: none"><li>▪ 5 Year Apprentice Program</li><li>▪ Welding/Brazing/Soldering</li><li>▪ Advanced HVAC</li><li>▪ Refrigeration</li><li>▪ Electrical</li></ul>			

2003-2004 Graduate

Ivy Tech State College

Sellersburg, IN

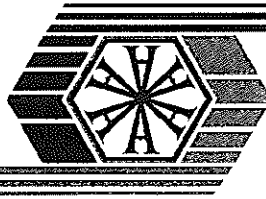
- Associates Degree in Applied Sciences.

### **Licenses and Certifications**

- State Journeyman HVAC License #HJ13126
- State Journeyman Electrical License #EE22054
- Foreman Certification
- OSHA 10
- CFC License #1190847595
- Tridium AX Certification
- Metasys PMI Control Systems
- Metasys Extended Architecture
- Metasys FX-PCT
- Metasys FEC

Air Conditioning, Refrigeration

Sheet Metal Fabrication



Plumbing, Industrial Piping

Heating & Ventilating

## A & A MECHANICAL SERVICE, INC.

RON JENKINS

### WORK EXPERIENCE

2005–Present

**A & A Mechanical Service, Inc. – Eastern District Manager**

Perform service and maintenance work as in the past at Carrier and York. Added MCS Control Panel retro-fits, RTAA & RTAC Chillers, Turbocor Magnetic bearing compressors, screw compressor retro-fits, project management of large jobs, Multi-Stack/MagLev retro-fits to list of work experience.

1992–2005

**York International – Service Technician**

Perform service and maintenance on rooftop/package units with gas and electric heat. Rebuild "Y" and "Z" reciprocating compressors, YT centrifugals, OT centrifugals, YK centrifugals, OM compressors and systems, cooling towers, gear boxes, McQuay centrifugals, pumps of various sizes, start-up and commission new chillers—YT, YK, reciprocating, scroll, screw, steam driven YK, etc., ISN controls, safety leader for district, field supervisor, factory VSC trainer for York technicians, performed field trial work for Denny Dietz, Karl Barley and Steve Baer at factory. Trained York technicians at factory on latitude VSD screw chillers, refrigerant conversions R-11 to R123.

1987–1992

**Carrier Building Services/Factory Service – Service Technician**

Perform service and maintenance on rooftop/package units with gas heat, multi-zone rooftop units, and reciprocating compressors—semi hermetic and open drive, 19D Series centrifugals, 19E Series centrifugals, 19C centrifugals, 17DA centrifugals, Trane sidewinder and Bench Grinder centrifugals, Worthington centrifugal chillers, York reciprocating compressors, water pumps/circulating pumps, hot water boilers, pneumatic controls, 17M centrifugals, 30GT chillers and 30HR chillers. Maintain PM contracts with various customers.

### York Certifications:

- Solid State Starters
- Centrifugal Micro Panels
- Keyless Micro—Panels 1989 Style "E"
- Turbomodulators I & II
- Reciprocating Micro Panels (key pad type)
- Rotary Screw
- ISO/Paraflow Absorption Chillers
- System Heat Balance
- VSD Service Training
- Steam Turbine Driven Chillers—YST
- ISN Control Systems

### Other Certifications and Accomplishments

- Completed York STEP Program – (Service Technician Educational Program)
- York Master Mechanic
- York VSD – Instructor at Factory
- York Latitude – Instructor at Factory
- EPA
- Kentucky HVAC Journeyman
- Instructor Development
- UA Star Certified
- UA Instructor Training Graduate
- Dan Foss VSD's
- 410A Certification
- Turbocor Factory Training
- DLI Vibration Testing
- Samsung VRT Refrigerant Systems
- DIAKEN VSD Systems
- Instructor at Pipefitters Local 502 Apprenticeship Training Center

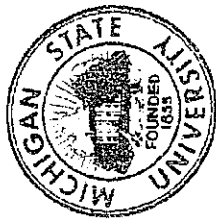
### Recent Retro-Fit Panel/VSD Jobs Performed

- KFC/Yum Brands
  - ✓ 3- Optiview Panels
  - ✓ 3- VSD Drives
  - ✓ Ray Hatzman, Chief Engineer (502) 817-1490
  
- Kindred Health Care
  - ✓ 2- Optiview Panels
  - ✓ 2- VSD Drives
  - ✓ Tom Skaggs, Chief Engineer (502) 596-2571
  
- Clark Memorial Hospital
  - ✓ 1- Optiview
  - ✓ 1- VSD Drive
  - ✓ Dave Ortinsie, Boiler Room Team Leader
  
- GE Building #5
  - ✓ 2- Optiview Panels
  - ✓ 2- VSD Drives
  - ✓ Paul Wentzel, Manufacturing Engineer

### Local Job Sites Where We Service VSD Drive and Panels

- Jeffersonville City/County Building
- Floyd Memorial Hospital
- Jewish Hospital, Medical Center East
- Kentucky International Convention Center
- More available upon request

United Association of Journeymen and Apprentices  
of the Plumbing and Pipe Fitting Industry  
of the United States and Canada



Michigan State University  
Washtenaw Community College  
have conferred upon



Ronald A. Jenkins

the title of  
Certified Instructor of Journeyworkers and Apprentices  
in the Plumbing and Pipe Fitting Industry  
As Evidence of Completion of the Five-Year Curriculum in Instructor Training

August 15, 2003

*Martin J. Madaloni*

Martin J. Madaloni  
Regional President, United Association

*George H. Bliss*

George H. Bliss, III, Director  
U.A. Instructor Training Program



*Peter McPherson*

Peter McPherson, President  
Michigan State University

*Greg Whitworth*

Greg Whitworth, President  
Washtenaw Community College



Heating &  
Air Conditioning  
Co. Inc.

## CERTIFICATE OF COMPLETION

*Ronald Jenkins*

STATE LICENSE #	J 06658
COURSE DESCRIPTION:	R410-A
Kentucky ATA#	202
Course Number:	202.009.083J
INSTRUCTOR:	James M. Coss
DATE: June 11, 2008	Hours of Credit: 4

THE ABOVE HAS SUCCESSFULLY COMPLETED

*R410-A Refrigeration Certification Class*

IS HEREBY GRANTED THIS CERTIFICATE OF  
COMPLETION.

2-J SUPPLY CO.  
DAYTON, OH

*Greg Trimbach*  
Greg Trimbach  
President

*James M. Coss*  
James M. Coss  
Instructor





# *Certificate of Completion*

This is to certify that

*Ron Jenkins*

has successfully completed the *Turbocor TT300*

Level III

Service Training Program.

A handwritten signature in black ink, appearing to read "David Johnson". The signature is written over a horizontal line.

David Johnson – Instructor

COMMONWEALTH OF KENTUCKY

Kentucky Board of Heating, Ventilation  
and Air Conditioning Contractors

Frankfort, Kentucky

This is to certify that **RONALD A. JENKINS** has fulfilled the requirements of the law governing the Licensing of Journeyman Heating, Ventilation and Air Conditioning Mechanics as set forth in the K.R.S., Chapter 198B, and is hereby granted this certificate as a Licensed

**JOURNEYMAN HVAC MECHANIC**

to be in force throughout the State of Kentucky unless revoked for cause or canceled for failure to renew as authorized by law.

Given under our hands this 12th day of September 1995 at Frankfort, Kentucky.

*Thomas P. Walker*

HVAC Program Coordinator

*Charles A. Batts*

COMMISSIONER, Department of Housing, Buildings & Construction  
Chairman of the Kentucky HVAC Board

**YORK INSTITUTE**  
OF AIR CONDITIONING AND REFRIGERATION

# Certificate of Achievement

**RON JENKINS**

HAS COMPLETED AN EDUCATIONAL PROGRAM IN

**4S15 - YORK SOLID STATE MOTOR STARTERS**

July 1993

date \_\_\_\_\_

  
F. E. Ziffer



YORK INTERNATIONAL

**YORK INSTITUTE**  
OF AIR CONDITIONING AND REFRIGERATION

# Certificate of Achievement

RON JENKINS

HAS COMPLETED AN EDUCATIONAL PROGRAM IN

4S13 - YORK CENTRIFUGAL MICRO PANEL



F. E. Ziffer, Manager Service Operations



YORK INTERNATIONAL

SEPTEMBER 10, 1993

date

**YORK INSTITUTE**  
OF AIR CONDITIONING AND REFRIGERATION

*Certificate of Achievement*

RON JENKINS

HAS COMPLETED AN EDUCATIONAL PROGRAM IN

4S16 - York 1989 Style E (Keyless) Panel

date APRIL 4, 1994

  
F. E. Ziffer, Manager Service Operations



YORK INTERNATIONAL

**YORK INSTITUTE**  
OF AIR CONDITIONING AND REFRIGERATION

# Certificate of Achievement

RON JENKINS

HAS COMPLETED AN EDUCATIONAL PROGRAM IN

4S8 - YORK TURBO MODULATOR

date JULY 18, 1994

  
F. E. Ziffer, Manager Service Operations



YORK INTERNATIONAL

**YORK INSTITUTE**  
OF AIR CONDITIONING AND REFRIGERATION

# Certificate of Achievement

STEP PROGRAM CONTINUATION

RON JENKINS

HAS COMPLETED AN EDUCATIONAL PROGRAM IN

RECIPROCATING MICRO - PANEL

(KEYPAD - TYPE ) 5S2

  
F. E. Ziffer  
Manager Service Operations



date MAY 12, 1995

YORK INTERNATIONAL

STEP PROGRAM

**YORK INSTITUTE**  
of Air Conditioning and Refrigeration

# Certificate of Achievement

RON JENKINS

Has Completed an Educational Program in

551 - ROTARY SCREW CHILLERS

Date NOVEMBER 25, 2001

 **YORK**<sup>®</sup> Engineered  
Systems Group  
YORK INTERNATIONAL



*5SE Program*  
**YORK INSTITUTE**  
of Air Conditioning and Refrigeration

# Certificate of Achievement

*Ron Jenkins*

Has Completed an Educational Program in

*5SA-Variable Speed Drive Operation*

*February 15, 2001*

 **YORK**<sup>®</sup> Engineered  
Systems Group  
YORK INTERNATIONAL

STEP PROGRAM

**YORK INSTITUTE**  
of Air Conditioning and Refrigeration

# Certificate of Achievement

RON JENKINS

Has Completed an Educational Program in

5SS - ISOFLOW & PARAFLOW

ABSORPTION CHILLERS

Date DECEMBER 5, 2001

 **YORK**<sup>®</sup> Engineered  
Systems Group  
YORK INTERNATIONAL

STEP PROGRAM

**YORK INSTITUTE**  
of Air Conditioning and Refrigeration

# Certificate of Achievement

RON JENKINS

Has Completed an Educational Program in

4S14 - YORK CHILLER SYSTEM HEAT BALANCE

Date FEBRUARY 28, 2002

 **YORK**<sup>®</sup> Engineered  
Systems Group  
YORK INTERNATIONAL



This certifies that

Ron Jenkins

has successfully completed an educational program in:

Variable Speed Drive Service Training

April 3 - 6, 2001

Donna M. [Signature]

Jim Arva

Neil Bradley

Karl Bentley

Devin Skyles

Dave Saylor



*This certifies that*

**RON JE. WILKINS**

*has successfully completed an educational program in:*

**YORK STEAM TURBINE DRIVE CHILLERS**

**YST (24 HOURS)**

**NOVEMBER 19 - 21, 2002**





*This certifies that*

*Ron Jenkins*

*has successfully completed the requirements of  
ISN 7.A - Introduction to I.S.N. Control Systems  
a concentrated course of study in building automation*

*October 13 - 16, 1998*

*Charles H. Jackson*  
Manager of Training and Sales Support

*James J. Sault*  
Global Product Marketing Manager, Controls Group

# Certificate of Achievement

INSTRUCTOR DEVELOPMENT:  
FROM PROS TO PROFESSORS

*Ron Jenkins*

YORK International awards this certificate for the successful  
completion of this course on December 4, 2003.

*Thomas Brown*

Thomas Brown  
Service Training Manager  
YORK International

*Nancy Bandy*

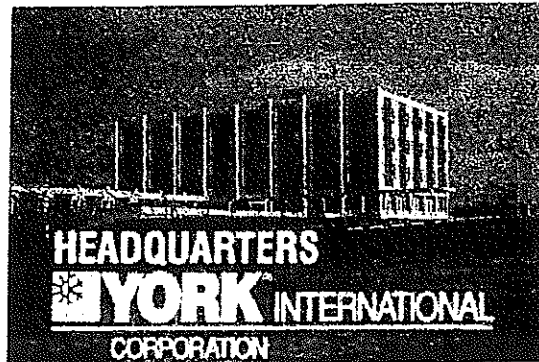
Nancy Bandy  
Managing Director  
TRANSITIONS Consulting Group LLC

 **YORK** Service®

**YORK** INTERNATIONAL  
CORPORATION

May 10, 2002

Mr. Ron Jenkins  
2320 Arrowhead Drive  
Charlestown, PA 47111



Dear Ron,

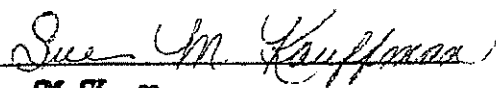
Congratulations on your successful completion of STEP 1. We know it took a great deal of time, effort and self-discipline after hours when you could have been doing many other things.

STEP is designed not only to provide you with information about the equipment you are presently servicing, but, also to acquaint you with types of equipment with which you may be dealing in the future. Another goal of STEP is to broaden your base of knowledge pertaining to the general field of Refrigeration and Air Conditioning. YORK appreciates your desire to be part of this program.

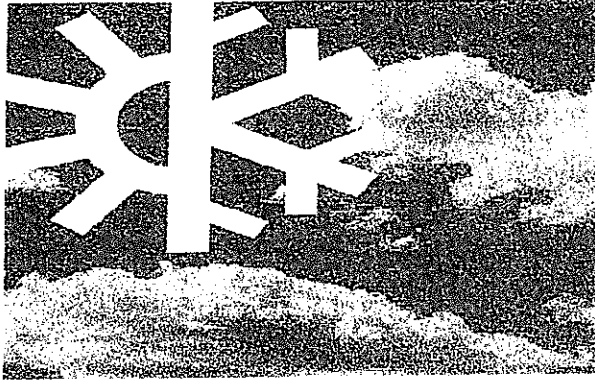
Your certificate, seal and bonus day information are with your District Manager.

Again, congratulations on a job well done.

Sincerely,

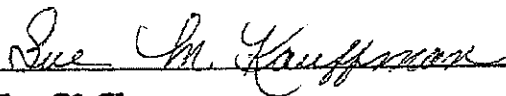
  
Sue M. Kauffman  
STEP Coordinator





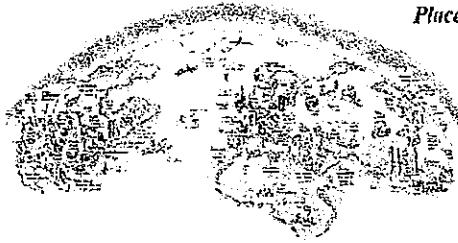
This certifies that Ron Jenkins  
Has successfully completed an Educational Program:  
STEP 1 - the first segment of a four-segment  
Correspondence course for the York Institute of Air  
Conditioning and Refrigeration in York, Pennsylvania  
(USA) on:  
April 06, 2002

Sincerely,

  
\_\_\_\_\_  
Sue M. Kauffman  
STEP Coordinator

**YORK**

Makes the World  
A Very  
**COOL**  
Place



**YORK** | **USA**  
INTERNATIONAL |   
First Member of the  
1926 U.S. Olympic Team

**Date:** May 10, 2002  
**To:** District Service Manager: Ray Denham  
District Location Louisville  
**Subject:** Completion of STEP 9

You will receive certificates for the following:

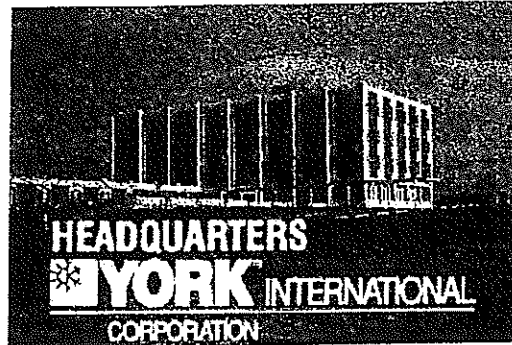
<u>Name</u>	<u>Program Completion Date</u>
Ken Jenkins	April 06, 2002

One certificate is the mechanic's personal certificate and the other is a duplicate certificate which remains in the office. The date which follows the mechanic's name above is the date the STEP was completed.

**YORK**® INTERNATIONAL  
CORPORATION

May 2, 2002

Mr. Ron Jenkins  
2320 Arrowhead Drive  
Charlestown, PA 17111



Dear Ron,

Congratulations on your successful completion of STEP II !!

You have put in a good many hours above and beyond your work day and should feel proud indeed of your achievement.

STEP II was designed to increase your knowledge of electrical components as well as air conditioning and refrigeration system elements. It also dealt with rigging and installation, air handling systems and psychometrics. Your willingness to study all these subjects on your own time proves that you are the sort of mechanic York wants and needs.

Your seals and bonus day information are available with your District Manager.

Again, congratulations on a job well done.

Sincerely,

Sue M. Guffman  
STEP Coordinator

File

This certifies that Ron Jenkins has successfully completed:

Service Technical Educational Program

STEP 11

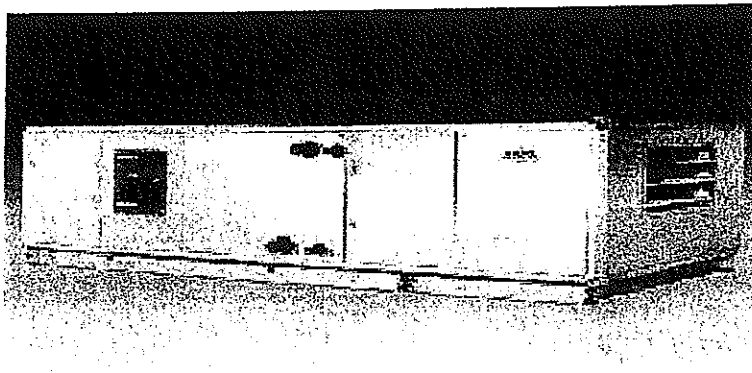
The second segment of a four-segment correspondence course from the York Institute of Air Conditioning and Refrigeration in York, Pennsylvania USA on:

April 28, 2002

Sincerely,

Sue M. Kauffman

Sue M. Kauffman  
STEP Coordinator



DATE: May 2, 2002

TO: District Service Manager: Ray Denham

District Location Louisville

Subject: Completion of STEP II

The enclosed seals are to be affixed to the certificates of the following service mechanic(s):

Name

Program Completion Date

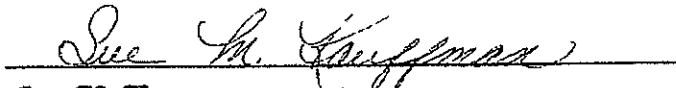
Ron Jenkins

April 28, 2002

One seal is for the mechanic's personal certificate and the other is for the duplicate certificate which remains in the office. The date which follows the mechanic's name above is the date which should be typed or, if possible, written in calligraphy in the space provided next to the seal location on the certificates. The mechanic's certificate should then be re-awarded in a formal presentation.

Thank you for your continuing cooperation.

Sincerely,



Sue M. Kauffman  
STEP Coordinator

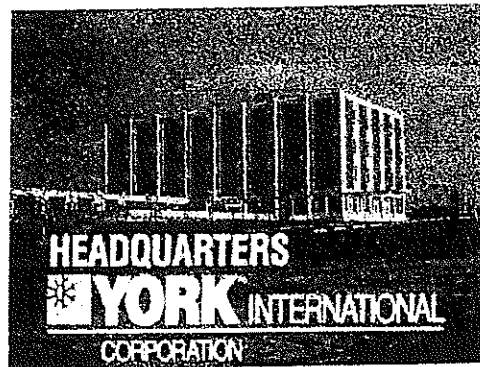
Attachments

File

 **YORK**<sup>®</sup> INTERNATIONAL  
CORPORATION

June 19, 2002

Mr. Ron Jenkins  
2320 Arrowhead Drive  
Charlestown, PA 47111



Dear Ron,

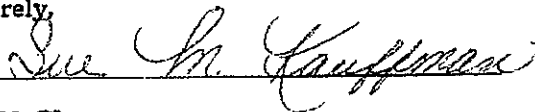
Congratulations on your successful completion of Step III. You have again proven that you have the self-discipline and desire to build for your future, which makes you a very definite asset to the York Team.

Advancing technology has brought many changes to our industry in the past few years. These changes will no doubt continue at an even greater pace in the future. One of the main goals of s Step III was therefore to give you a solid background in Basic Electronic Components and Theory, to help prepare you for what is around the corner. Be assured that York appreciates your willingness to prepare for the challenges of the future.

The information on your bonus day and seal is with your District Service Manager.

Congratulations again on a job well done.

Sincerely,



Sue M. Kauffman  
Step Coordinator  
smk

Date: June 19, 2002  
To: District Service Manager — Ray Denham  
District Location: Louisville  
Subject: Completion of Step 111

The enclosed seals are to be affixed to the certificates of the following Service Mechanic:

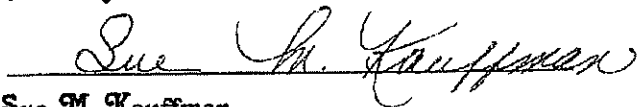
Name: Ron Jenkins

Program Completion Date: May 21, 2002

One seal is for the mechanic's personal certificate and the other is for the duplicate certificate, which remains in the office. The date which follows the mechanic's name above is the date which should be typed or, if possible, written in calligraphy in the space provided next to the seal location on the certificates. The mechanic's certificate should then be re-awarded in a formal presentation.

Thank you for your continuing cooperation.

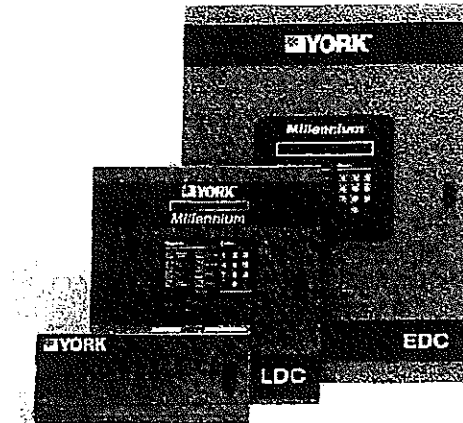
Sincerely,

  
Sue M. Kauffman  
Step Coordinator

attachments

This certifies that

Rob Jenkins



Has successfully completed:

Service Technical Education Program Step 111

This is the third segment of a four segment correspondence course from the York Institute of Air Conditioning and Refrigeration in York, Pennsylvania, U.S.A. on:

May 21, 2002

Sincerely,

Sue M. Kauffman  
Sue M. Kauffman  
Step Coordinator

smk



**YORK**® INTERNATIONAL  
CORPORATION

---

JUNE 20, 2002

MR. RON JENKINS  
2320 ARROWHEAD DRIVE  
CHARLESTOWN, IN 47111

DEAR RON,

CONGRATULATIONS ON YOUR SUCCESSFUL COMPLETION OF S.T.E.P. IV AND YOUR FINISHING OF THE PROGRAM. IT REPRESENTS A FORMIDABLE ACCOMPLISHMENT, A TESTIMONY TO YOUR SELF-DISCIPLINE, AND A CARDINAL MILESTONE IN YOUR CAREER.

YOURS IS A PROFESSION THAT EMBODIES SEVERAL FAST-CHANGING TECHNOLOGIES, AND THOSE TECHNICIANS, LIKE YOURSELF, WHO MAINTAIN A SKILL BASE THAT ALWAYS INCLUDES THE LATEST DEVELOPMENTS, WILL ALWAYS BE THOSE ELITE IN THEIR PROFESSION TO BE CAPABLE OF ANY CHALLENGE ENCOUNTERED IN THE FIELD. IT'S A SKILL THAT WILL SUPPORT YOU ALL YOUR PROFESSIONAL LIFE, AND YOU CAN TAKE PRIDE IN HAVING THE FORESIGHT AND TENACITY TO MAINTAIN IT AS YOU WOULD ANY OTHER SOPHISTICATED AND VALUABLE POSSESSION.

YOUR SEAL AND INFORMATION ABOUT YOUR BONUS VACATION IS AVAILABLE WITH YOUR DISTRICT MANAGER, ALONG WITH A RING SIZER FOR YOUR GRADUATION RING.

AGAIN ... CONGRATULATIONS ON A JOB WELL DONE.

SINCERELY,

  
\_\_\_\_\_  
FRED E. ZIFFER  
MANAGER SERVICE OPERATIONS

DATE: JUNE 20, 2002  
TO: DISTRICT MANAGER - RAY DENHAM  
DISTRICT LOCATION - LOUISVILLE

THE ENCLOSED SEALS ARE TO BE AFFIXED TO THE CERTIFICATES OF THE FOLLOWING SERVICE MECHANIC(S):

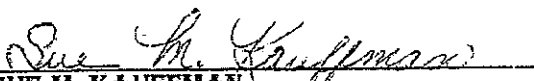
<u>NAME</u>	<u>PROGRAM COMPLETION DATE</u>
RON JENKINS	MAY 28, 2002

ONE SEAL IS FOR THE MECHANIC'S PERSONAL CERTIFICATE AND ONE IS FOR THE DUPLICATE CERTIFICATE WHICH REMAINS IN THE OFFICE. THE DATE FOLLOWING MECHANIC'S NAME IS THE DATE TO BE TYPED OR, IF POSSIBLE, WRITTEN IN CALLIGRAPHY IN THE SPACE PROVIDED NEXT TO THE SEAL LOCATION ON THE CERTIFICATE. THE MECHANIC'S CERTIFICATE SHOULD THEN BE RE-AWARDED IN A FORMAL PRESENTATION.

ENCLOSED IS A RING SIZER FOR EACH MAN FOR THE RING TO BE AWARDED FOR COMPLETION OF THE PROGRAM. MAKE SURE THE MEN POP THE RINGS OUT OF THE FRAME BEFORE THEY ATTEMPT TO DETERMINE THEIR SIZE. WHEN EACH MAN HAS DETERMINED HIS RING SIZE, WRITE IT TO THE LEFT OF HIS NAME ABOVE AND RETURN THIS FORM TO ME. REMIND THE MEN TO BE CAREFUL WHEN DETERMINING HIS RING SIZE, AS WE REGRET THAT IF AN ERROR IN SIZING RESULTS IN A RING THAT DOES NOT FIT, WE CANNOT EXCHANGE THE RING FOR ANOTHER.

THANK YOU FOR YOUR CONTINUING COOPERATION.

SINCERELY,

  
SUE M. KAUFFMAN  
S.T.E.P. COORDINATOR  
ATTACHMENTS



THIS IS TO CERTIFY THAT

RON JENKINS

HAS SUCCESSFULLY COMPLETED

S.T.E.P. IV

WHICH IS THE FOURTH AND FINAL  
SEGMENT OF A  
CORRESPONDENCE COURSE FROM

THE  
YORK INSTITUTE  
OF  
AIR CONDITIONING AND  
REFRIGERATION

IN  
YORK  
PENNSYLVANIA

ON  
MAY 28, 2002

# Brian K. Downes

11224 Big Cynthiana Road  
Evansville, Indiana 47720  
(812) 963-5803  
downesbk@insightbb.com

## Education

Ivy Tech State College, Evansville, IN  
Associate Degree in Applied Science  
Heating / Air Conditioning / Refrigeration

Plumbers and Steamfitters Local 136, Evansville, IN  
Completed 5 Year Apprenticeship, 23 Years Total Service  
Journeyman Pipefitter / Refrigeration Technician

## Experience

**ALPHA Mechanical Service**, Evansville, IN  
HVAC Service Technician - July 2007 to present

- Commercial / Industrial HVAC Service
- Building Automation Service
- Building Automation Engineering, Project Management and Installation

**York International / Johnson Controls**, Evansville, IN  
HVAC Service Technician – June 1996 to July 2007

- Factory Trained and Authorized Commercial / Industrial HVAC Service
- Building Automation Specialist
- Specialized in Chiller Startup and Warranty Repair

**Pearce Heating and Air Conditioning**, Mt. Vernon, IN  
HVAC Service Technician – May 1995 – June 1996

- Residential / Commercial / Industrial HVAC Service

**J.E. Shekell Heating & Air Conditioning**, Evansville, IN  
HVAC Service Technician – July 1990 – May 1995

- Commercial / Industrial HVAC Service

## Certifications / Specialty Training

- Universal CFC Certification
- Evansville, IN / Vanderburgh County HVAC Journeyman's License
- OSHA Certificated in Construction Safety and Health
- Association of Reciprocal Safety Council Certification (ARSC)
- TWIC Card Holder
- Tridium Niagara AX Certification
- York VSD Factory Trained
- York MVSSS Factory Trained
- York ISN Controls Factory Trained
- Trane RTAA Chiller Factory Trained
- Trane RTAC/RTWD Chiller Factory Trained
- Johnson Controls Facility Explorer FX-PC Systems Engineering Trained
- Large Tonnage/ Chilled Water Piping from Bell & Gossett.



*This certifies that*

*Scott Sympson*

*has successfully completed the requirements of*

*ISN3 - ISN Control System Essentials*

*a concentrated course of study in building automation*

*December 12th - 14th, 1995*

*Charles H. Duran*  
Manager of Training and Sales Support

*James K. Smith*  
Manager of Marketing, North America

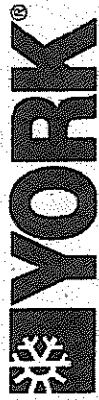


*This certifies that*  
*Scott Sympson*  
*has successfully completed the requirements of*  
*ISN 7.A - Introduction to I.S.N. Control Systems*  
*a concentrated course of study in building automation*

*October 13 - 16, 1998*

*Chula H. D. Lumb*  
Manager of Training and Sales Support

*James J. Baird*  
Global Product Marketing Manager, Controls Group



*This certifies that*

*Scott Sympson*

*has successfully completed an educational program in:*

*Variable Speed Drive Class*

*For YORK Service Personnel*

*February 26 – March 1, 2002*

*( 28 hours)*



*Rex Woodidge*  
Training Manager



STEP PROGRAM

**YORK INSTITUTE**  
of Air Conditioning and Refrigeration

# Certificate of Achievement

SCOTT SYMPSON

Has Completed an Educational Program in

4S8 - YORK TURBO MODULATOR

Date DECEMBER 17, 1998



F. E. ZIFFER, MANAGER SERVICE OPERATIONS

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**YORK INSTITUTE**  
of Air Conditioning and Refrigeration

# Certificate of Achievement

SCOTT SYMPSON

Has Completed an Educational Program in

588 - ISOFLOW & PARAFLOW  
ABSORPTION CHILLERS

OCTOBER 30, 2002

Date

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Systems Group  
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STEP PROGRAM

**YORK INSTITUTE**  
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# Certificate of Achievement

SCOTT SYMPSON

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SCREW CHILLERS - UNIT 5S1

Date MAY 17, 2002

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OF AIR CONDITIONING AND REFRIGERATION

# Certificate of Achievement

STEP PROGRAM CONTINUATION

SCOTT SYMPSON

HAS COMPLETED AN EDUCATIONAL PROGRAM IN

RECIPROCATING MICRO - PANEL

(KEYPAD - TYPE) 5S2



F. E. Ziffer, Manager Service Operations



YORK INTERNATIONAL

date SEPTEMBER 11, 1995