



Todd Slatin, 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

ADDRESS: PO BOX 58860 LOUISVILLE, KY 40268

SIGNATURE OF BIDDER: 





ADDENDUM #1

Bid Number: **#12-2017**

Date: February 2, 2017

Subject: **Chiller Service & Maintenance**

Address inquiries to:
Kristie Thomas
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

1. **QUESTION:** Does the York millennium centrifugal liquid chiller certification need to be in the bid submittal?

ANSWER: Yes.

2. **QUESTION:** Section 6.d of the specifications (Procedure: Operational Inspection Frequency: Eight Times Per Year) requests a refrigerant leak check to be performed during each Operational Visit. Is this correct? This will add a significant number of labor hours to the contract for a task that is typically only performed once/year or on an as needed basis.

ANSWER: The end of the Section header should read as **"Two times per year"**.

3. **QUESTION:** An Eddy Current Testing is being requested during Year 3 of the contract. Will this cost be in addition to the Price Contract, as a separate PO during year 3 of the contract? Or are we to take the price for this service, divide by 5, and add that to the annual price being submitted in this bid?

ANSWER: Eddy Current testing will be priced separately. Revised Bid Pricing sheet attached.

4. Technical Specifications Section 4: TERM OF BID should read as:

The contract will consist of an initial term of five (5) years and may be automatically extended for an additional three (3) one year renewals.

5. Technical Specifications Section 6: Chillers/Drives/ISN/Controllers/Software and other directly related equipment Item I) Siemens Software Support and Hardware quantity for York ISN Direct Digital Control Panels should read as "2".

6. Pre-bid meeting sign-in attached.



BID PRICING

1. Chiller Full Service Maintenance
Per Specifications \$ 35,450⁰⁰ per year
2. Eddy Current Testing Per
Specifications \$ \$3,300⁰⁰ each
3. Regular labor rate \$ \$80⁰⁰ per hour
4. Overtime labor rate \$ \$120⁰⁰ per hour
5. Parts mark-up percentage % 20% per item



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: January 25, 2017

INVITATION TO BID #12-2017 Chiller Service and Maintenance

Bid Opening Date: February 9, 2017

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: February 1, 2017

Pre Bid Time: 10:00 AM

Address: 600 Old Frankfort Circle, Lexington, KY

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **02/09/2017**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

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.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 600 Old Frankfort Circle, Lexington, KY 40510

Bid Security Required: Yes No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: Yes No

Check One: <input type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: <input type="checkbox"/> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Submitted by: ALLIANCE COMFORT SYSTEMS

Firm Name

PO BOX 58860

Address

LOUISVILLE, KY 40268

City, State & Zip

Bid must be signed:
(original signature)


Signature of Authorized Company Representative – Title

JOSH STONE
Representative's Name (Typed or printed)

502-889-6476

Area Code - Phone – Extension

Fax #

ACS.RECEPTIONIST@ALLIANCECOMFORTSYS.COM

E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, JOSH STONE, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is JOSH STONE and he/she is the individual submitting the bid or is the authorized representative of ALLIANCE COMFORT SYSTEMS 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. 

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Josh Stone on this the 9th day of February, 2017.

My Commission expires: 4/7/2020


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). 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 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 _____ No X

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 #12-2017 Chiller Service and Maintenance"

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 XX 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 automatically extended for an additional 3 - 1 year(s) renewal. 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.

- B. Price Changes (**Space Checked Applies**)
 - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the initial (5) five year term of the Procurement Contract. After the original (5) five year contract term, 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 renewal 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 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.

- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

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 disability.

- 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.

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, veteran status, disability and age.

Signature

ALLIANCE COMFORT SYSTEMS

Name of Business

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 _____

Date _____

2/9/2017

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; 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, CONTRACTOR 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.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR 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

BIDDER/CONTRACTOR 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 hereunder by CONTRACTOR. 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 (DOI). 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 and Completed Operations endorsement or Premises and Operations Liability endorsement unless 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 BIDDER/CONTRACTOR'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 BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR 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.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00470806

**LFUCG Division of Community Corrections
COMMERICAL Chiller FULL MAINTENANCE SERVICE AND REPAIR**

1: GENERAL DESCRIPTION

- A) The Lexington Fayette Urban County Government (LFUCG) Division of Community Corrections is requesting bids for the provision of York Chiller service, maintenance and repair.
- B) 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.
- C) The contractor will ensure that 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.

2: EQUIPMENT LISTING

- A) 2ea York Air Conditioning Equipment (Millennium centrifugal liquid chillers)
- B) York ISN DDC Control System (Millennium Centrifugal Control Center and other brand V.F.D's and controls)
- C) York Integrated systems network controls
- D) Note: All York Software, chiller motors, chiller VFDs (2ea).

3: 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

4: TERM OF BID

- A) The contract will consist of an initial term of three (3) years at which time the contract may be renewed annually for a period of three 1 year renewals.

5: CONTRACTOR QUALIFICATIONS

- A) 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 there bid will be rejected.
- B) Under this Bid, the contractor will perform all services using factory-trained personnel who are specialists in commercial HVAC, and electronic system maintenance and service associated with commercial HVAC and York Centrifugal Chillers and associated controls.
- C) All technicians on site must have a Universal CFC certification.
- D) 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)
- E) 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.

- F) Contractors must be trained and certified to be able to diagnosis and repair and service York chillers. Contractors must be able to work on and maintain any and all related software that is related to the HVAC York system.
- G) A copy of all technician York Chiller certifications must be included in all bid submission. Copies of the certification of these technicians must be submitted as part of this bid package.
- H) 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.

6: Chillers/Drives/ISN/Controllers/Software and other directly related equipment

- A) Chillers
- B) Variable frequency drives
- C) Integrated control Units (ISN panels that control the chillers) and any BACnet equipment.
- D) Controls (contactors, overload relays, fuses, wiring, etc)
- E) All related equipment that is directly responsible for the operating system such as, motorized controls, dampers, temperature sensors, software
- F) Software, all software that is associated with the HVAC York Chillers shall be covered
- G) Electronic sensors, valves, valve controls, dampers, actuators, thermostats and any other device associated with the York chillers
- H) All York Software, Chiller Motors, Variable Frequency drives (VFD) for the York Chillers.
- I) Siemens Software Support and Hardware.

Qty.	Component	Model Number	Manufacturer	Serial Number	Size
2	Water Chiller	YTG3A4E2-CRH	York	GHHM 118172	500 Ton
2	Chiller VDF for the chiller motors				
120	York ISN Direct Digital Control Panels				
2	Site specific licensed York Facility Manager software programs for the ISN panels on the chillers Electronic sensors, valves, valve and damper actuators associated with the York Chiller Facility Manager BAS system				

G: 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. Startup 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 and 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.
- I. Test all York software, chiller motor VFD.

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, owner's representative will receive a written report

9) York ISN Control System

Inspect and ensure proper operation and provide any updates necessary

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) Reviews

Review and discuss system and service history, and the performance of temperature control and energy management applications.

12) Recommendations

Recommend necessary modifications, replacements, upgrades or repairs as a result of the quarterly review.

13) Emergency Response

Due to the nature of the facility and the daily operation requirements response time to system troubleshooting situations and repairs are as follows. Site visit as required within 4 hours after notification by Division staff, 24 hours, 7 days per week.

15) 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.

16) Eddy-Current Testing

A complete EDDY-Current test on both chiller condensers and evaporators on both chillers every three years from the start of the contract and every three years after if the contract is extended for three one year extensions. The last test was completed on 2016/2017.

BID PRICING

1. Chiller Full Service Maintenance
Per Specifications \$ _____ per year
2. Regular labor rate \$ _____ per hour
3. Overtime labor rate \$ _____ per hour
4. Parts mark-up percentage % _____ per item

enerfab

PROCESS SOLUTIONS &
FABRICATED PRODUCTS

499 Spring Grove Avenue
Cincinnati, OH 45232

**EDDY CURRENT EXAMINATION
OF A
YORK CENTRIFUGAL CHILLER
CHILLER #1
MODEL: YTG3A4E2-CRH S/N: GHHM118172
LOCATED AT
DIVISION OF COMMUNITY CORRECTIONS
LEXINGTON KENTUCKY**

**REPORT SUBMITTED TO:
MR. LEE McKINNEY
ELECTRONICS CONTROL MANAGER
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF COMMUNITY CORRECTIONS
600 OLD FRANKFORT CIRCLE
LEXINGTON, KY 40510**

ENERFAB PROJECT # 1710023

INSPECTION DATES: 12/27-28/2016

INDEX OF TEST RESULTS

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TEST END		
TUBE TOTALS		
TUBE INDICATION TOTALS		
TEST TECHNICIAN		
LEVEL III REVIEW		
B. DEFINITIONS	PAGE 2
DEFINES COMMONLY USED EC TERMS		
C. CALIBRATION	PAGES 3-4
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DIFFERENTIAL TEST SETTINGS		
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E. CONDENSER DATA	PAGES 7-8
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F. EVAPORATOR DATA	PAGES 9-10
ITEMIZES SPECIFIC TUBES		
STRIPCHART RECORDINGS		

SUMMARY


	CONDENSER	EVAPORATOR
TUBE MATERIAL	Skip-Fin Copper	Skip-Fin Copper
TUBE DIMENSIONS	3/4" x .028" uf	3/4" x .028" uf
TUBE LENGTH	156"	156"
# OF SUPPORTS	3	3
	S1-39", S2-78", S3-117"	S1-39", S2-78", S3-117"
TEST END FACING CONTROLS	Right	Right
TOTAL # OF TUBES IN BUNDLE	353	295
TOTAL # OF TUBES INSPECTED	353	295
TOTAL # OF TUBES PLUGGED	0	0
# WITH RESTRICTIONS	0	0
# WITH OD METAL LOSS	0	0
# WITH ODML @ SUPPORT	0	0
# WITH ID METAL LOSS	0	0
# WITH ID PITS	0	0
# WITH CRACKS	0	0
# WITH BULGES	0	0
# WITH DENTS	0	0

ON SITE EC TEST TECHNICIAN: ANDY DUKHORN
ET ANALYST

DEWEY LOWERY
MECHANICAL TECH.

THE INSPECTION WAS PERFORMED USING PROCEDURES IN ACCORDANCE
WITH ASME SECTION V, ARTICLE 8, APPENDIX 1.

REVIEWED AND ACCEPTED BY:



ANDY DUKHORN
ET Analyst

DEFINITIONS

DEFINITIONS OF FILE HEADINGS

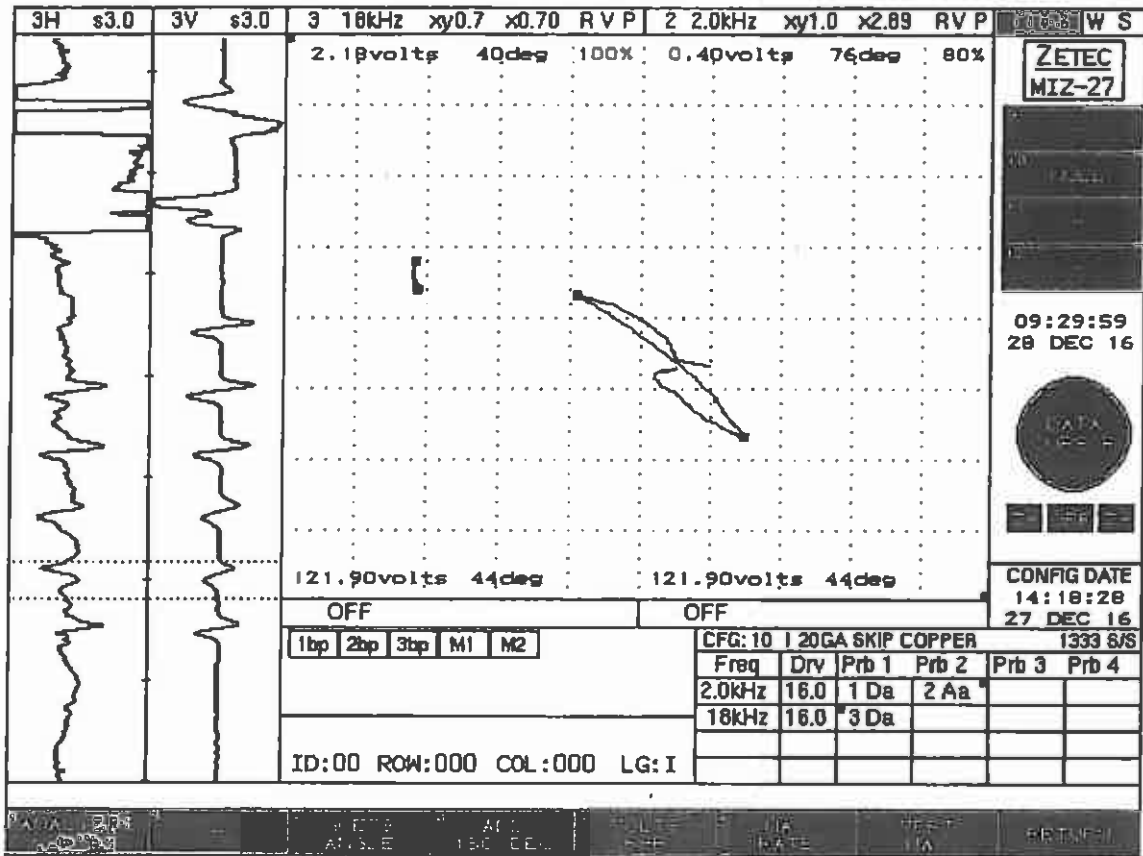
ROW #	Row Number
TUBE #	Tube Number
LOCATION	Location of indications identified by bays and at supports or measured in inches from tubesheet 1, and in length if 2 numbers are given.
DIVISIONS	Divisions of deflection per scope presentation, as measured in the absolute mode, representing total volume loss.
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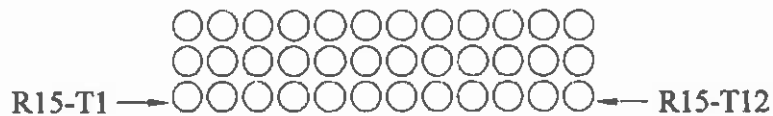
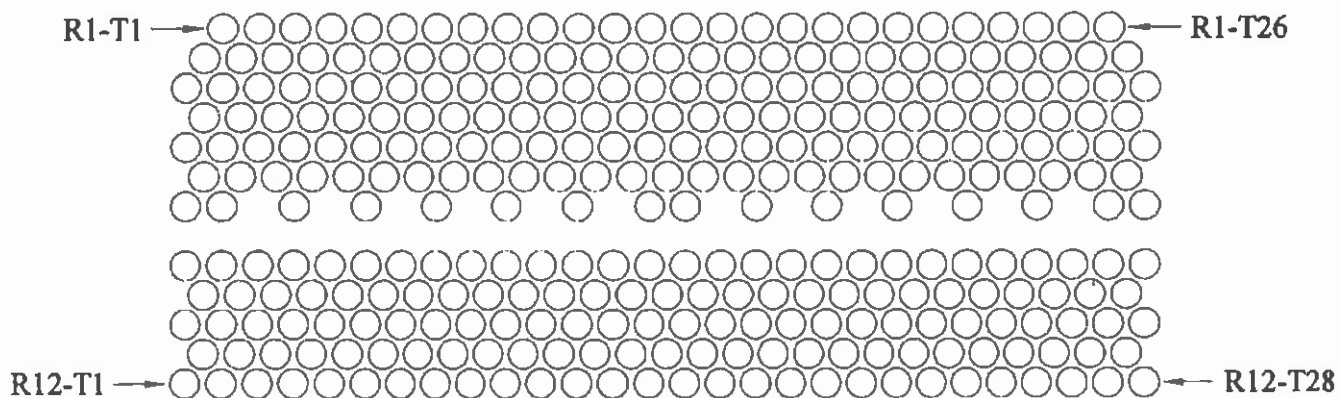
DIFFERENTIAL CALIBRATION

DESCRIPTION OF ZETEC MIZ-27	S/N: 314
EQUIPMENT: TEST PROBE	S/N: 328 .520" Diameter
TUBE STANDARD	S/N: 111
TUBE STD. DESCRIPTION	3/4" x .028" uf Skip-Finned Copper



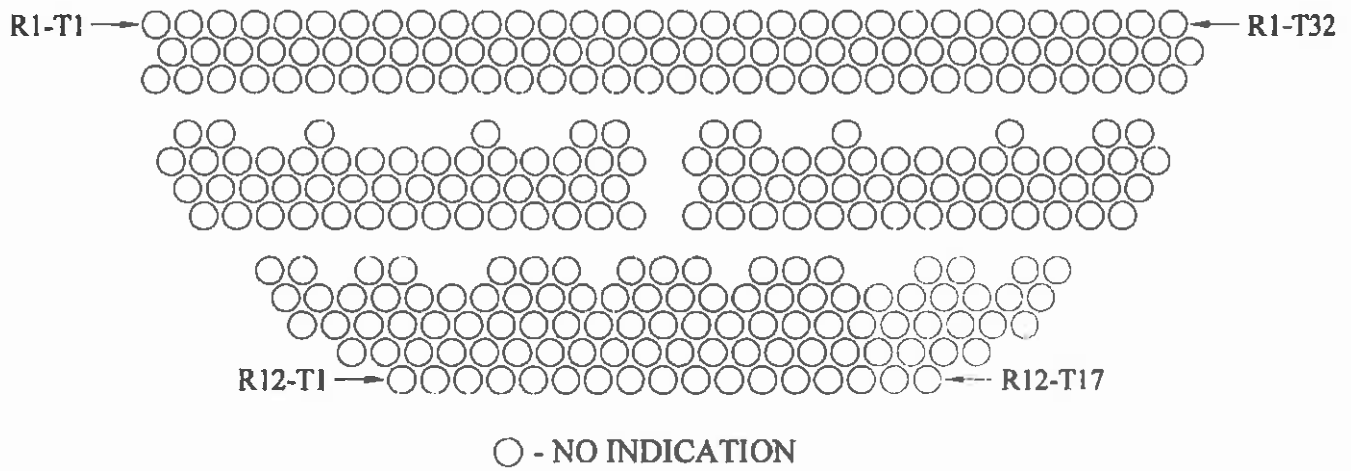
TYPICAL RESPONSE FROM A .052" THROUGH WALL HOLE

TUBESHEET LAYOUT CONDENSER



○ - NO INDICATION

TUBESHEET LAYOUT EVAPORATOR

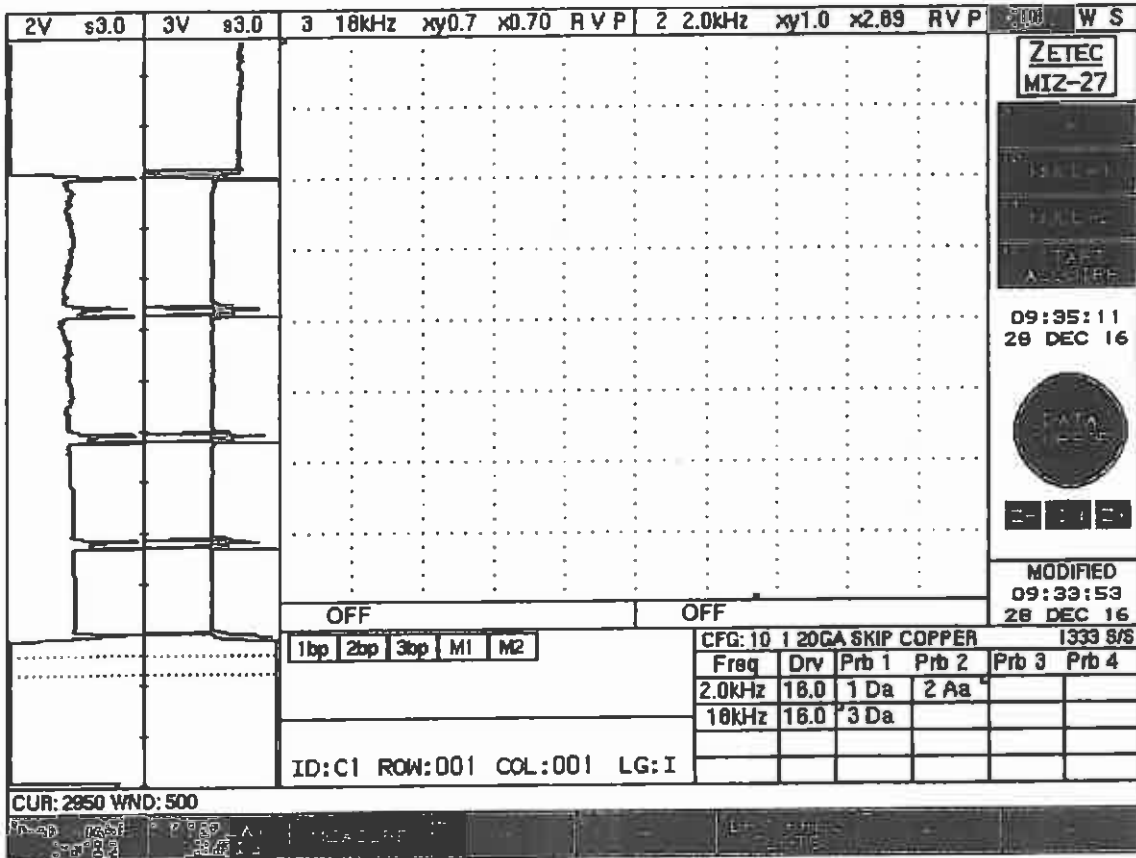


CONDENSER DATA

ROW # TUBE # LOCATION DIVISIONS PHASE % WALL LOSS DESCRIPTION

NO DEFECTS NOTED

RECORDINGS CONDENSER



ROW 1 TUBE 1 (TYPICAL TUBE)

EVAPORATOR DATA

ROW # TUBE # LOCATION DIVISIONS PHASE WALL LOSS DESCRIPTION

NO DEFECTS NOTED

enerfab

PROCESS SOLUTIONS &
FABRICATED PRODUCTS

499 Spring Grove Avenue
Cincinnati, OH 45232

**EDDY CURRENT EXAMINATION
OF A
YORK CENTRIFUGAL CHILLER
CHILLER #2
MODEL: YTG3A4E2-CRH S/N: GHHM118173
LOCATED AT
DIVISION OF COMMUNITY CORRECTIONS
LEXINGTON KENTUCKY**

**REPORT SUBMITTED TO:
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ELECTRONICS CONTROL MANAGER
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF COMMUNITY CORRECTIONS
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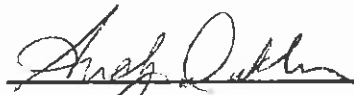
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ON SITE EC TEST TECHNICIAN: ANDY DUKHORN
ET ANALYST

DEWEY LOWERY
MECHANICAL TECH.

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REVIEWED AND ACCEPTED BY:


ANDY DUKHORN
ET Analyst

1/14/17

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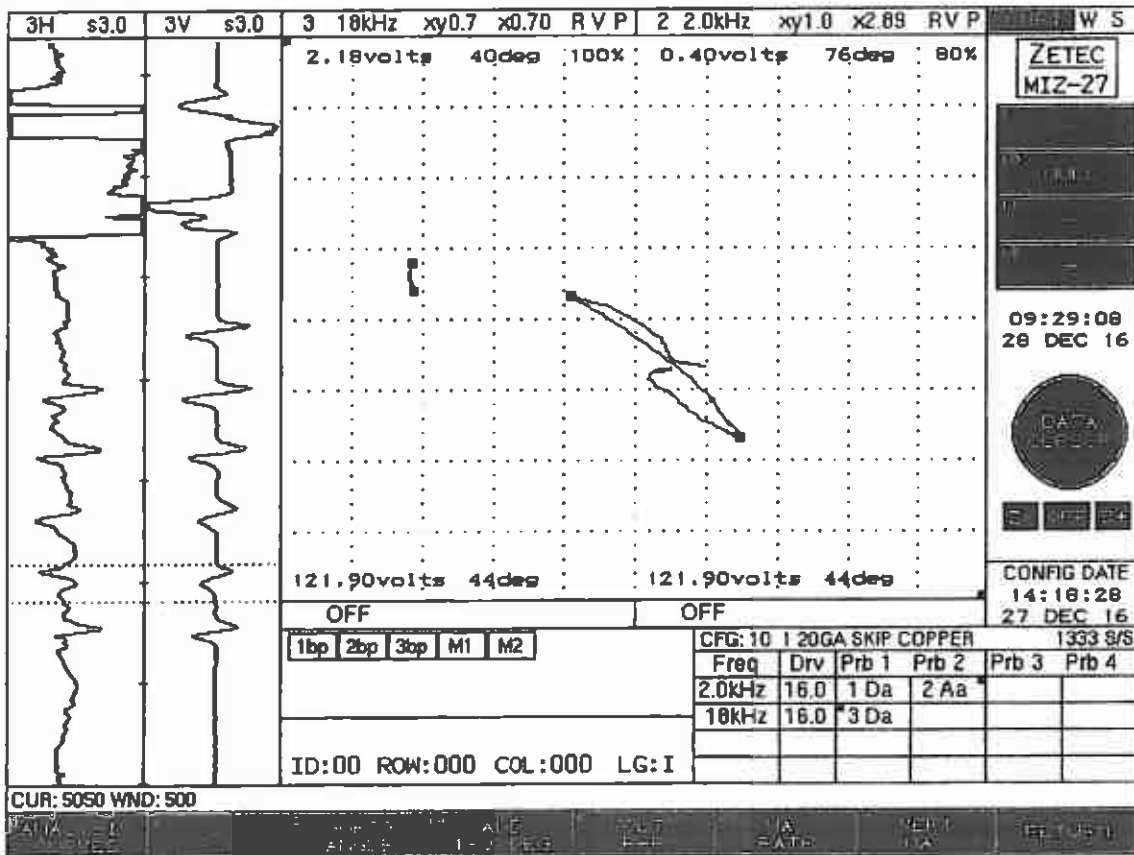
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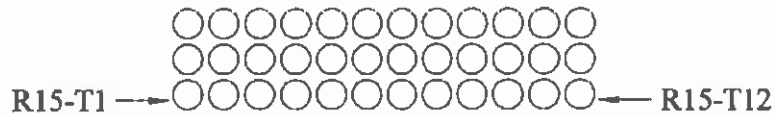
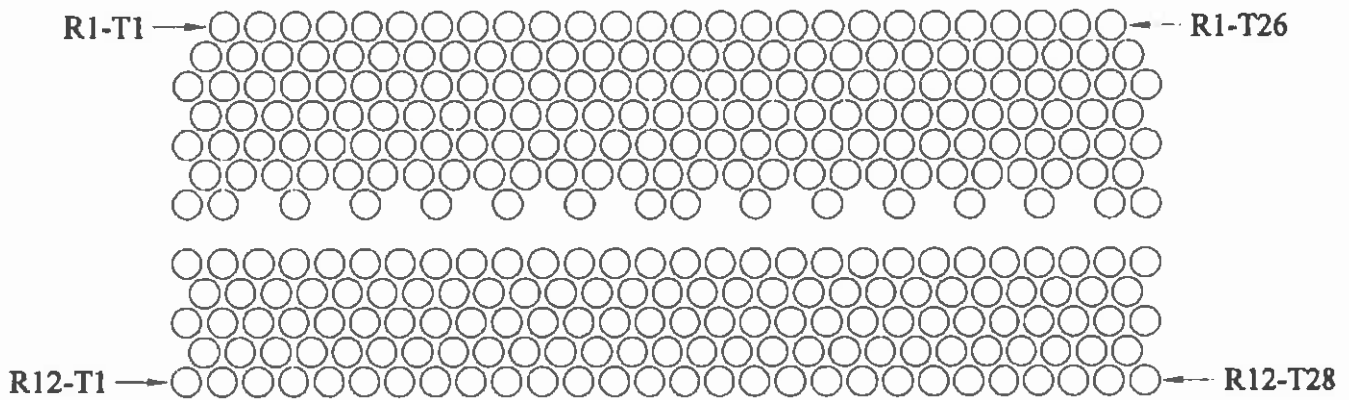
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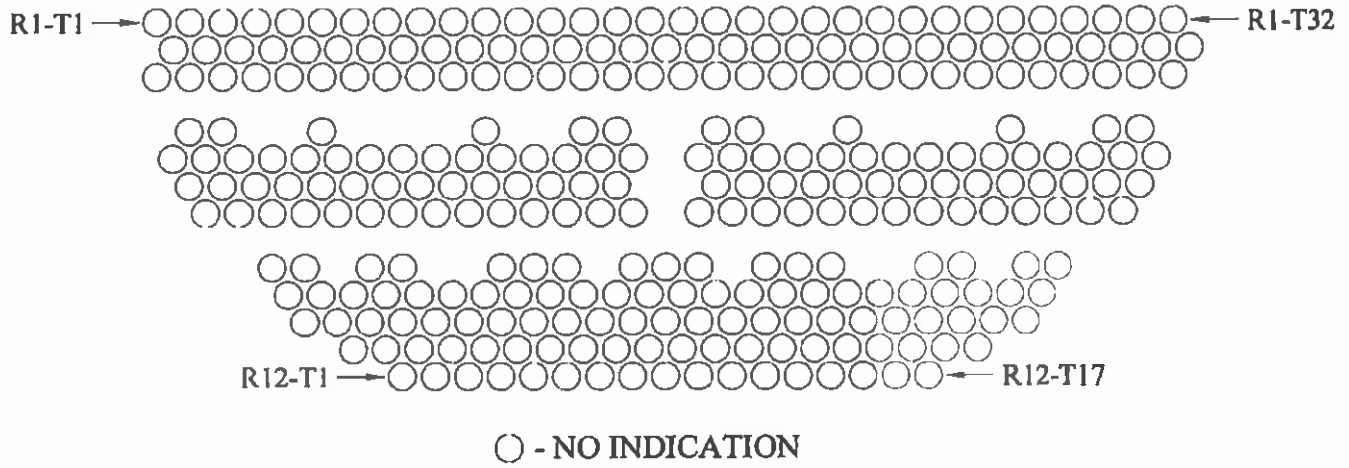
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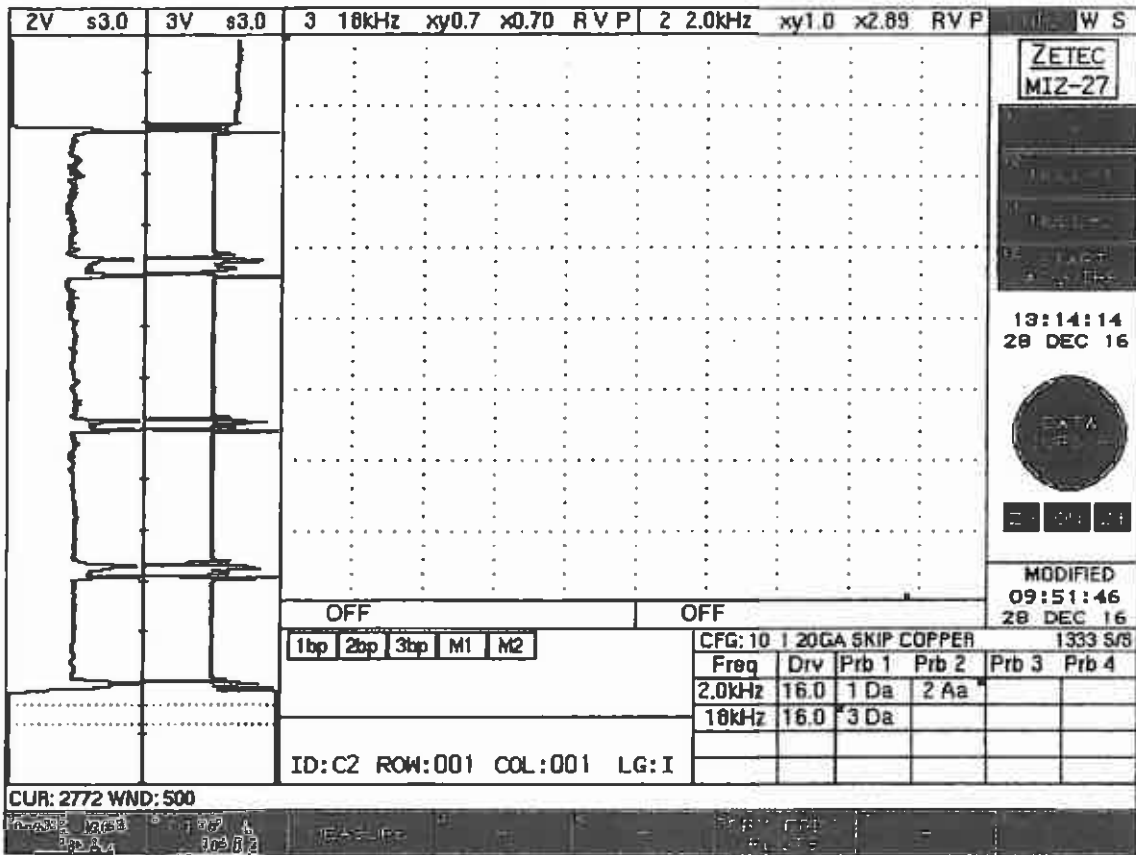


CONDENSER DATA

ROW # TUBE # LOCATION DIVISIONS PHASE % WALL LOSS DESCRIPTION

NO DEFECTS NOTED

RECORDINGS CONDENSER



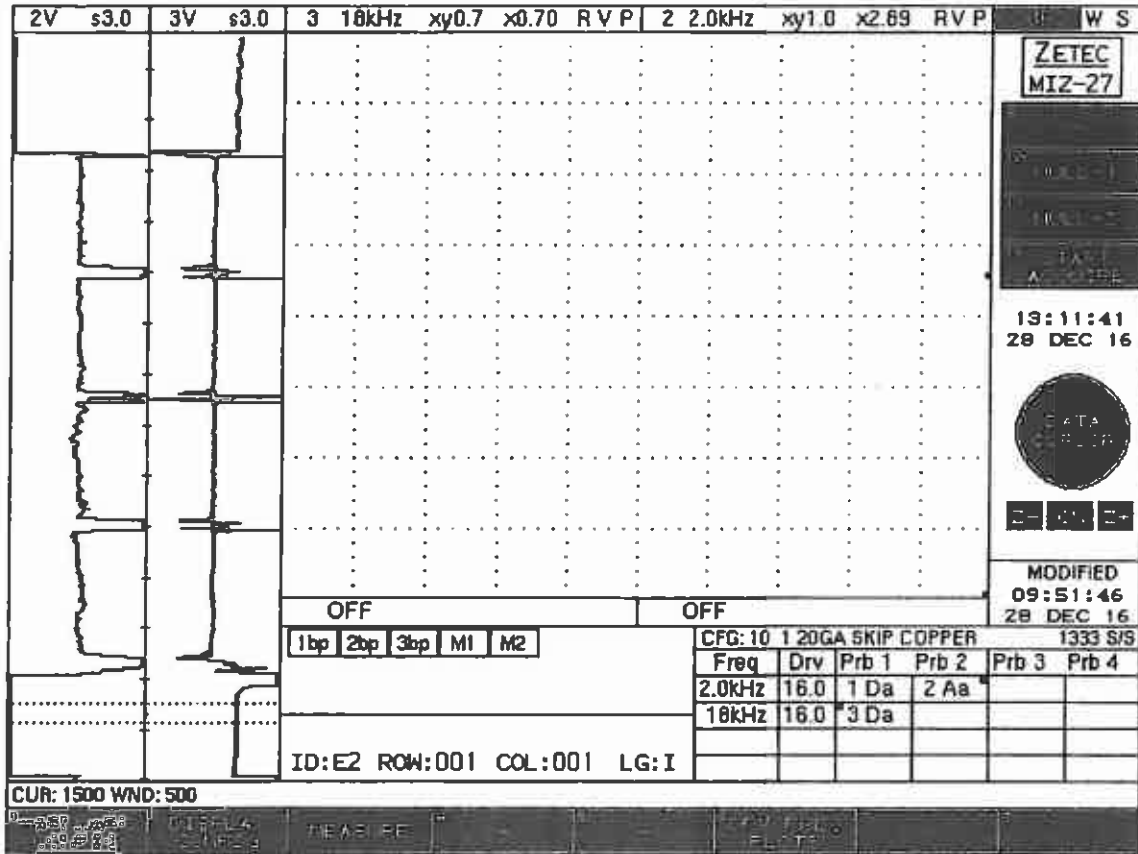
ROW 1 TUBE 1 (TYPICAL TUBE)

EVAPORATOR DATA

ROW # TUBE # LOCATION DIVISIONS PHASE WALL LOSS DESCRIPTION

NO DEFECTS NOTED

RECORDINGS EVAPORATOR



ROW 1 TUBE 1 (TYPICAL TUBE)

ACS
WBE CERTIFIED

Alliance Comfort Systems, Inc.

P.O. Box 58860
Louisville, KY 40268-0860

E-mail: acs.receptionist@alliancecomfortsys.com

Office: 502-384-8500

Fax: 502-384-8517

To: Lexington-Fayette Urban County Government
Attn: Kristie Thomas
Location: 600 Old Frankfort Circle

Job Name: Chiller Maintenance Contract
Estimate No.: Q20812JS
Date Issued: February 9, 2017

REFERENCES

FACILITY: ORSMBY I, II, III
MANANGER: PAUL MARTIN(502-544-4953)
SERVICES: CHILLER/FACILITY MAINTENANCE

FACILITY: SUBURBAN PLAZA 1, 2, 3
MANAGER: BRANDON PAINTER(502-817-0565)
SERVICES: CHILLER/BOILER MAINTENANCE

FACILITY: NORTON'S MEDICAL TOWER
MANAGER: CHRIS BROCK(502-817-2192)
SERVICES: CHILLER/BAS MAINTENANCE

MATTHEW G. BEVIN
GOVERNOR

WILLIAM M. LANDRUM III
SECRETARY
FINANCE AND ADMINISTRATION CABINET



MWBE

**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 of Matthew G. Bevin in black ink, positioned above a horizontal line.

MATTHEW G. BEVIN
GOVERNOR

Expiration: January 30, 2019



**Louisville and Jefferson County Metro
Human Relations Commission**

Certifies that

Alliance Comfort Systems, Inc.

Has met all of the *Kentucky Minority & Women Business Enterprise certification*
program requirements and is hereby deemed a *Reciprocally Certified*

Female Business Enterprise (FBE)


Carolyn Miller-Cooper

Executive Director

Issued: 01/30/2016
NCA: 07/30/2017



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

KENTUCKY
DEPARTMENT OF HOUSING,
BUILDINGS & CONSTRUCTION

KENTUCKY HVAC LICENSE



Josh A Stone

HJ11740

EXPIRATION DATE - 4/30/2017

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 E. Stone



esco institute

Program EPA Approved
December 15, 1995

CERTIFICATE NO. 0068268207600



EPA Certified

NAME: **JOSHUA A. STONE**

has been certified as a

UNIVERSAL

technician as required by 40CFR part 82 subpart f



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

Commonwealth of Kentucky

Department of Housing, Buildings and Construction



Kentucky Journeyman Electrician

#HJ10583



ESCO INSTITUTE

"Approved 12/28/97"

CERTIFICATE NO: 3089281130611

NAME: PAUL D. PATT

has been certified as a

UNIVERSAL

technician as required by
40 CFR part 82 subpart F: 09701/94

esko institute

Program LCA Approved
December 28, 1993

CERTIFICATE NO. 0236182061100

NAME: RON R. BOULOS

has been certified as a

UNIVERSAL

technician as required by 40CFR part 82 subpart F

Commonwealth of Kentucky

Public Protection Cabinet

Department of Housing, Buildings & Construction

Division of HVAC

Frankfort, KY

RON R BOULOS

Kentucky Journeyman HVAC Mechanic

#HJ13700

Kentucky

Expires: 02/28/2012

Timothy E. ...



UNION • SUBSTITUTION

2011-2012 MEMBERSHIP CARD

"We do it right the first time"

RON R BOULOS

DVJ MES JOURNEYMAN

06-21-2000

INITIATED

LOCAL 502

1201275

CARD NUMBER

LOUISVILLE KY



Commonwealth of Kentucky

Public Protection Cabinet

Department of Housing, Buildings & Construction

Division of HVAC
Frankfort, KY

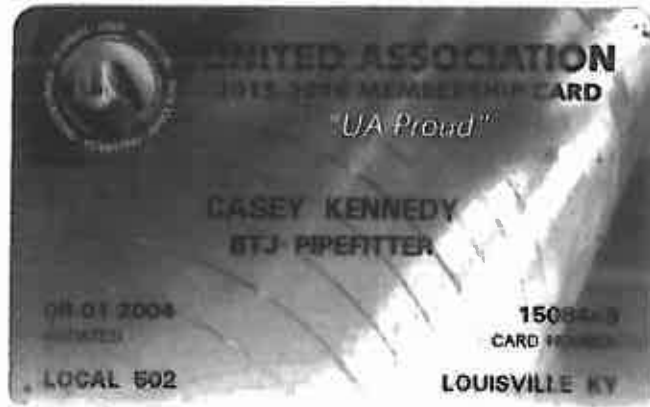
CASEY N KENNEDY

Kentucky Journeyman HVAC Mechanic

#HJ15564

Expires: 05/31/2016

Kentucky



United Association
EPA Section 608
Technician Certification
[EPA Approved 9-30-93]



CASEY N. KENNEDY

ID#: 1488866495 LU#: 502

Has been certified as required
by 40 CFR, Part 82, Subpart F

- Type I: 06/11/2012
- Type II: 05/01/2006
- Type III: 07/27/2012
- Universal: 07/27/2012



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 Journeymen 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 F. Walker

HVAC Program Coordinator

Charles A. Both

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

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

August 15, 2003

Monty J. Maddalon

Monty J. Maddalon
General President, United Association
George M. Altus, III, Director
U.A. Instructor Training Program



Pete McNeen

Pete McNeen, President
Michigan State University

Larry Whitworth

Larry A. Whitworth, President
Washtenaw Community College

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

date **SEPTEMBER 10, 1993**


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

4S16 - York 1989 Style E (Keyless) Panel

date APRIL 4, 1994


F. E. Ziffer, Manager, Service Operations

 **York**[®] Applied
Systems

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

date

MAY 12, 1995


F. E. Ziffer, Manager Service Operations

 **York**® Applied
Systems

YORK INTERNATIONAL

SHIP PROGRAM

YORK INSTITUTE
of Air Conditioning and Refrigeration

Certificate of Achievement

RON JENKINS

Has Completed an Educational Program in

5S1 - ROTARY SCREW CHILLERS

Date NOVEMBER 25, 2001

 **YORK**® Engineered
Systems Group
YORK INTERNATIONAL

YORK Program
YORK INSTITUTE
of Air Conditioning and Refrigeration

Certificate of Achievement

Ron Jenkins

Has Completed an Educational Program In

5SA-Variable Speed Drive Operation

January 15, 2001

 **YORK**® 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**® 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

FEBRUARY 26, 2002

Date

 **YORK**[®] 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

Jennifer

Jim Awa

Paul Bailey

Ron Banley

Don Saylor

Dave Saylor



This certifies that

RON J. JENKINS

has successfully completed an educational program in:

YORK STEAM TURBINE DRIVE CHIMERS

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. Jensen
Manager of Training and Sales Support

James L. Sudd
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

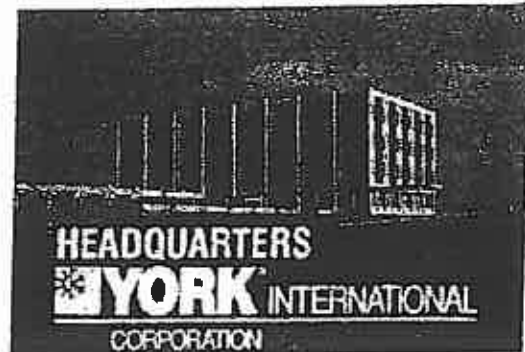
Nancy Bandy
Managing Director
TRANSITIONS Consulting Group LLC

 **YORK Service**

 **YORK** INTERNATIONAL
CORPORATION

May 10, 2002

Mr. Rgs Jenkins
2320 Arrowhead Drive
Charlestown, PA 47111



Dear Rgs,

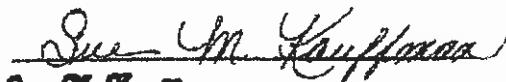
Congratulations on your successful completion of STEP 1. We know it took a great deal of time, effort and self-discipline after hours when you could have been doing many other things.

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.

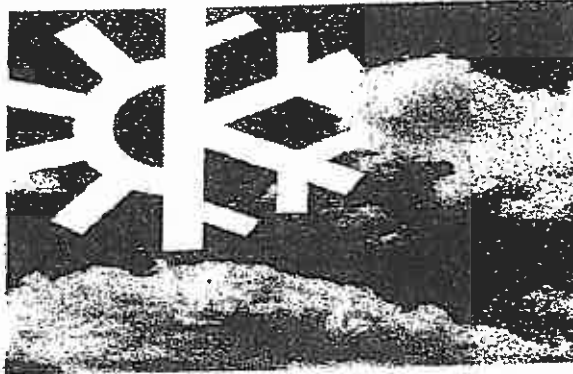
Your certificate, seal and bonus day information are with your District Manager.

Again, congratulations on a job well done.

Sincerely,

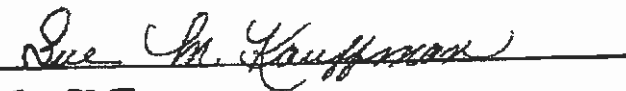


Sue M. Kauffman
STEP Coordinator



This certifies that Rgn 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 H. Kauffman
STEP Coordinator



Makes the World
A Very
COOL
Place



Date: May 10, 2002
To: District Service Manager: Rgy Deaham
District Location Louisville
Subject: Completion of STEP 9

You will receive certificates for the following:

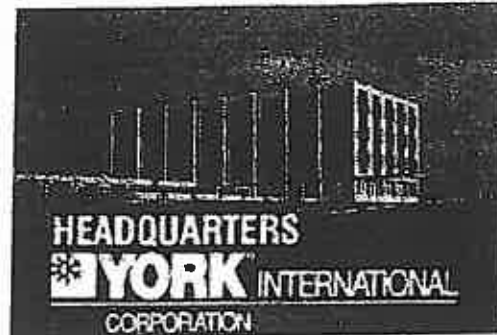
<u>Name</u>	<u>Program Completion Date</u>
Rga Jenkins	April 06, 2002

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
2820 Arrowhead Drive
Charlestown, PA 15711



Dear Ron,

Congratulations on your successful completion of **STEP II !!**

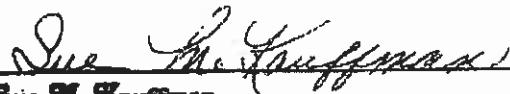
You have put in a good many hours above and beyond your work day and should feel proud indeed of your achievement.

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. Kuffman
STEP Coordinator

File

This certifies that Ken Jenkins has successfully completed:

Service Technical Educational Program

STEP II

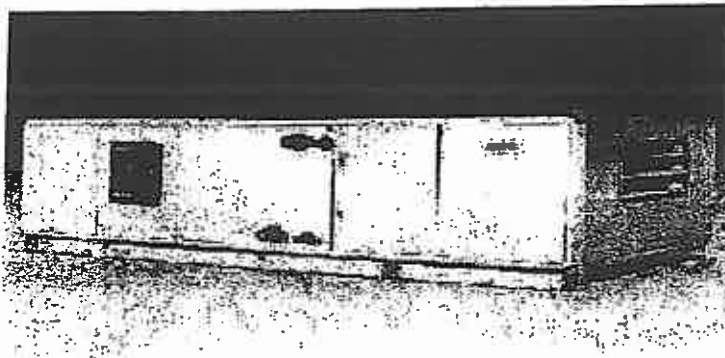
The second segment of a four-segment correspondence course from the York Institute of Air Conditioning and Refrigeration in York, Pennsylvania USA on:

April 28, 2008

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 11**

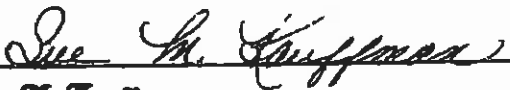
The enclosed seals are to be affixed to the certificates of the following service mechanic(s):

<u>Name</u>	<u>Program Completion Date</u>
Ray 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,



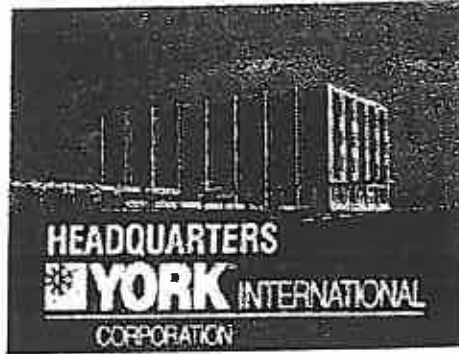
Sue M. Guffman
STEP Coordinator

Attachments
File

YORK INTERNATIONAL
CORPORATION

June 19, 2002

Mr. Rgn Jenkins
2320 Arrowhead Drive
Charlestown, VA 47111



Dear Rgn,

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 a 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,

A handwritten signature in cursive script that reads "Sue M. Kuffman".

Sue M. Kuffman
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:

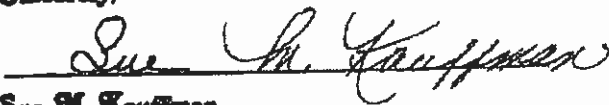
Name: Ray Jenkins

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.

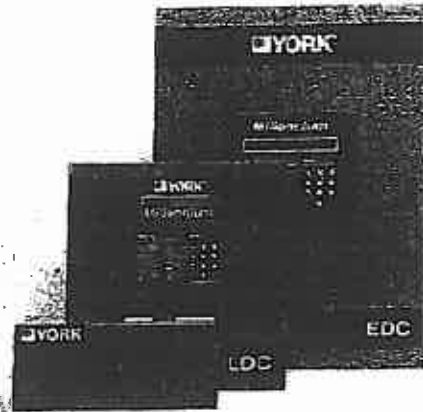
Sincerely,


Sue H. Kuffman
Step Coordinator

attachments

This certifies that

Ron 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. Knuffman

Sue M. Knuffman
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 H. 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 Simpson

has successfully completed the requirements of

ISN3 - ISN Control System Essentials

a concentrated course of study in building automation

December 12th - 14th, 1995

Charles K. D. Miller
Manager of Training and Sales Support

James L. Dwyer
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

Charles H. D. Durbin
Manager of Training and Sales Support

James J. Baird
Global Products Marketing Manager, Controls Group

STAMP PROGRAM

YORK INSTITUTE
of Air Conditioning and Refrigeration

Certificate of Achievement

SCOTT SYMPSON

Has Completed an Educational Program In

488 - YORK TURBO MODULATOR

Date DECEMBER 17, 1996


F. E. ZIFFER, MANAGER SERVICE OPERATIONS



YORK INTERNATIONAL

SIREP PROGRAM

YORK INSTITUTE
of Air Conditioning and Refrigeration

Certificate of Achievement

SCOTT SYMPSON

Has Completed an Educational Program In

558 - ISOFLOW & PARAFLOW

ABSORPTION CHILLERS

OCTOBER 30, 2002

Date _____

 **YORK**® Engineered
Systems Group
YORK INTERNATIONAL

STEP PROGRAM

YORK INSTITUTE
of Air Conditioning and Refrigeration

Certificate of Achievement

SCOTT SYMPSON

Has Completed an Educational Program in

SCREW CHILLERS - UNIT 5S1

Date MAY 17, 2002

 **YORK**[®] Engineered
Systems Group
YORK INTERNATIONAL

YORK INSTITUTE
OF AIR CONDITIONING AND REFRIGERATION

Certificate of Achievement

STEP PROGRAM CONTINUATION

SCOTT SYMPSON

HAS COMPLETED AN EDUCATIONAL PROGRAM IN

RECIPROCATING MICRO - PANEL

(KEYPAD - TYPE I 5S2

date SEPTEMBER 11, 1995


F. E. Ziffer, Manager Service Operations

 York[®] Applied Systems
YORK INTERNATIONAL