



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: January 28, 2025

INVITATION TO BID #7-2025 Chiller Maintenance

Bid Opening Date: February 18, 2025

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **02/18/2025**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: 600 Old Frankfort Circle, Lexington, KY 40510

<input checked="" type="checkbox"/> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Check One:	Proposed Delivery: _____ 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? _____ Yes <input checked="" type="checkbox"/> No		

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Alliance Comfort Systems, LLC
Firm Name

PO Box 58860
Address

Covington, KY 40240
City, State & Zip

Bid must be signed:

[Signature] Service Manager
Signature of Authorized Company Representative – Title

Josh Stone
Representative's Name (Typed or printed)

502-889-6476
Area Code - Phone – Extension Fax #

josh.stone@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, LLC, 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 Procurement 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.

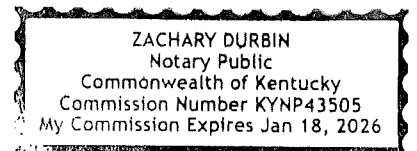
Further, Affiant sayeth naught. _____

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Josh Stone on this the 18 day
of February, 2025.

My Commission expires: 01/18/2026



Zachary Durbin
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

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 Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- 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, all parts to one vendor or all parts to multiple vendors.

- 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 Procurement. 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 submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 one (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 first 365 days of the Procurement Contract. After 365 days, 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. See bid specifications.
- 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 Procurement.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

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 System, LLC
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. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, 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. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. 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

WORKFORCE ANALYSIS FORM

Name of Organization: Alliance Comfort Systems, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators			2														2
Professionals																	
Superintendents																	
Supervisors		1														1	
Foremen		1														1	
Technicians		6														6	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																8	2

Prepared by: [Signature] Service Manager Date: 21/12/2025
 (Name and Title) Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
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 a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 7-2025

The MWDBE and/or veteran 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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran 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 Contort Systems, LLC
Company

2/10/2025
Date

[Signature]
Company Representative

Service Manager
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 7-2025

The substituted MWDBE and/or veteran 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 the Division of Procurement 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. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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.					
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, LLC
Company

2/12/2025
Date

Josh Stone
Company Representative

Service Manager
Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: Alliance Comfort Systems, LLC Date: 2/18/2025
Project Name: Chiller Maintenance Project Number: # 7-2025
Contact Name: Josh Stone Telephone: 502-289-6476
Email: josh.stone@alliancecomfortsys.com

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☒

If yes, indicate all certification type(s):

DBE ☐

MBE ☐

WBE ☐

SBE ☐

VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

(Click or tap here to enter text.)

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☒ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☒ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☒ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations 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, LLC
Company

2/10/2025
Date

[Signature]
Company Representative

Service Manager
Title

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	\$100,000.00
Excess/Umbrella Liability	\$1 million per occurrence

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 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 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.

00357187

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. Leon Powell, 859-425-2781 or lpowell@lexingtonky.gov

4: TERM OF BID

- A) The contract will consist of an initial term of three (5) years at which time the contract may be automatically extended for a period of three (3) one (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 01/27/2025.



ADDENDUM #1

Bid Number: **#7-2025**

Date: January 29, 2025

Subject: **Chiller 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:

Eddy Current testing will be priced separately from the annual service. Bid line item #5 has been added.

Todd Slatin, Director
Division of Procurement

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 System, LLC

ADDRESS: P.O. Box 5960 Louisville, KY 40268

SIGNATURE OF BIDDER: [Handwritten Signature]





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

Kentucky

Expires: 4/30/2011

Timothy R. House



esco institute

Program EPA Approved
December 28, 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

OSHA

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 and 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

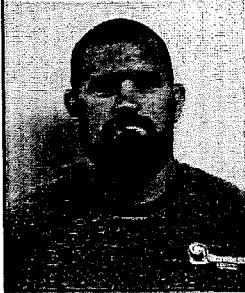


UA Local 502

4330 Crittenden Drive Suite A
Louisville, KY 40209

Telephone: (502) 361-8492 Fax: (502) 366-8459

Miller, Brandon K



Address : 707 Greer Rd

Taylorsville, KY 40071

SSN : 405-39-9044

DOB : 03/14/1990

RACE : Caucasian

Email : brandon_21_27@hotmail.com

Day : (502) 827-9724

Eve :

Cell : (502) 827-9724

Oth :

Job Class : Mech Equip Svc Journeyman

Type : Divisional

Status : Journeyman

Employer : Alliance Comfort Systems, Inc.

Card No : 2603284

Card Date : 06/03/2024

Paid Thru : 06/30/2024

Local : 0502

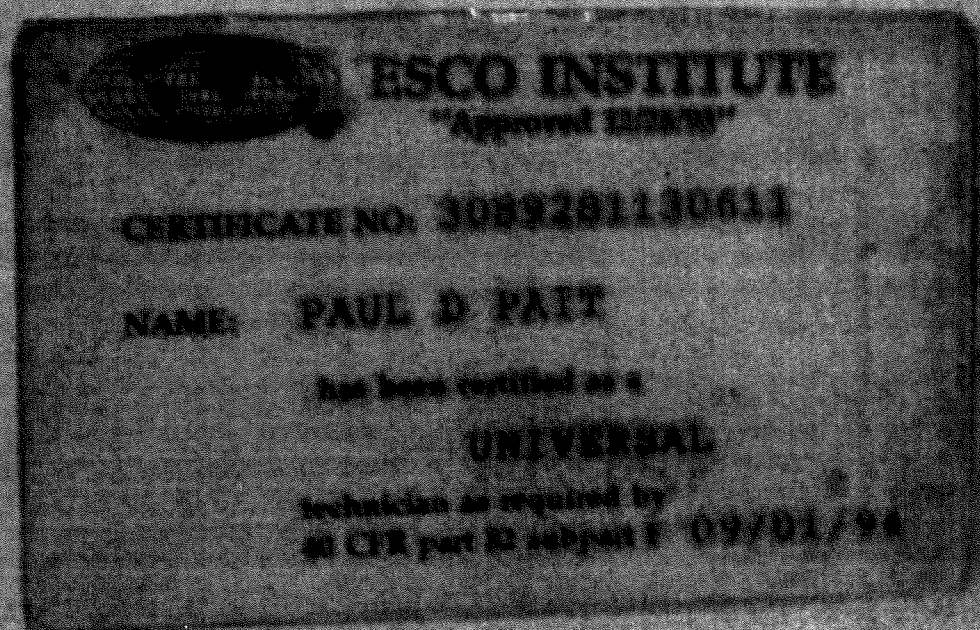
Skills :

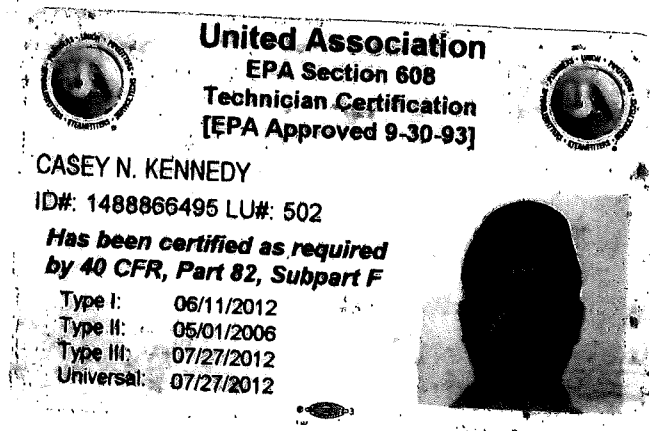
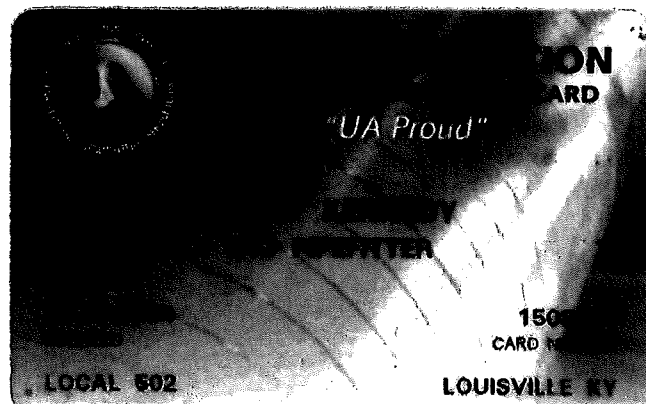
Certifications :

Expires :

OSHA 30-Hr Construction Safety & Health

01/01/3000





No. J06658

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 L. Sullivan

HVAC Program Coordinator

Charles Q. Cotton

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



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

Morton J. Madala

Morton J. Madala
Local President, United Association

George W. Jones

George W. Jones, III, Director
U.A. Instructor Training Program



Peter McPherson

Peter McPherson, President
Michigan State University

Greg Whitworth

Greg 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

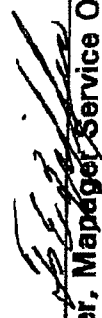
Certificate of Achievement

RON JENKINS

HAS COMPLETED AN EDUCATIONAL PROGRAM IN

4\$16 - 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

date

MAY 12, 1995


F. E. Ziffer, Manager Service Operations

 **York**[®] Applied
Systems

YORK INTERNATIONAL

STEP 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

584 Program
YORK INSTITUTE
of Air Conditioning and Refrigeration

Certificate of Achievement

Ron Jenkins

Has Completed an Educational Program in

584-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

Date

FEBRUARY 28, 2002

 **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

Don Miller

Jim Mwa

Karl Bailey

Karl Bailey

Don Saylor

Dave Saylor



This certifies that

RON JENKINS

has successfully completed an educational program in:

YORK STEAM TURBINE DRIVE CHILLERS

YST (24 HOURS)

NOVEMBER 19 - 21, 2002

YORK Engineered
Systems Group
YORK INTERNATIONAL



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

Paul H. Jensen
Manager of Training and Sales Support

James L. Laid
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

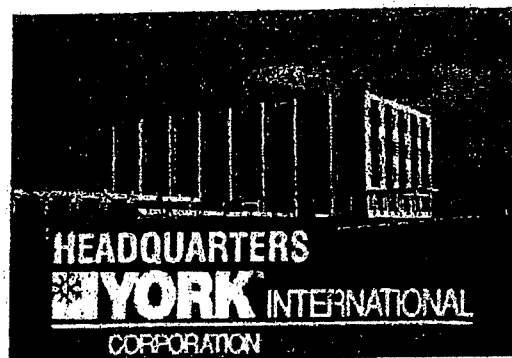
Nancy Bandy
Managing Director
TRANSITIONS Consulting Group LLC

 **YORK** Service

YORK INTERNATIONAL
CORPORATION

May 10, 2002

Mr. Ron Jenkins
2320 Arrowhead Drive
Charlestown, MA 01471



Dear Ron,

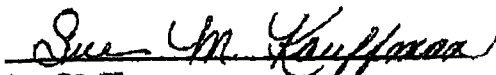
Congratulations on your successful completion of STEP 1. We know it took a great deal of time, effort and self-discipline after hours when you could have been doing many other things.

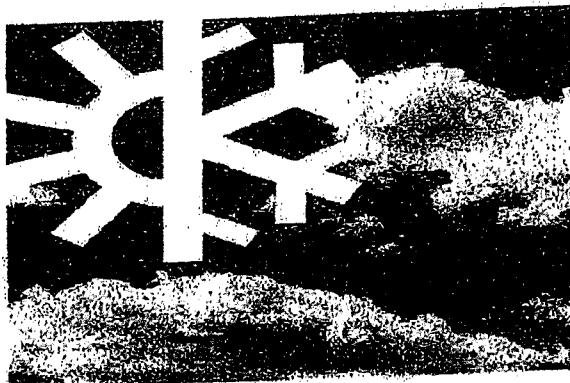
STEP is designed not only to provide you with information about the equipment you are presently servicing, but, also to acquaint you with types of equipment with which you may be dealing in the future. Another goal of STEP is to broaden your base of knowledge pertaining to the general field of Refrigeration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

Sue M. Kauffman
STEP Coordinator



Makes the World
A Very
COOL
Place



YORK
INTERNATIONAL



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:

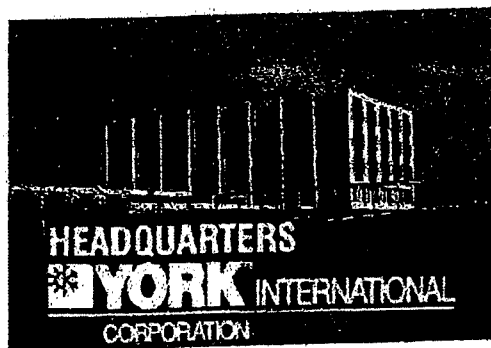
<u>Name</u>	<u>Program Completion Date</u>
Ron Jenkins	April 06, 2002

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, MA 01928



Dear Ron,

Congratulations on your successful completion of STEP II !!

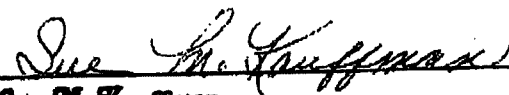
You have put in a good many hours above and beyond your work day and should feel proud indeed of your achievement.

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 Ron Jenkins has successfully completed:

Service Technical Educational Program

STEP 11

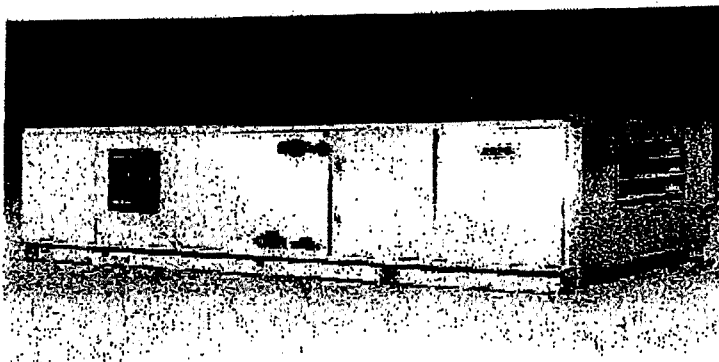
The second segment of a four-segment correspondence course from the York Institute
of Air Conditioning and Refrigeration in York, Pennsylvania USA on:

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

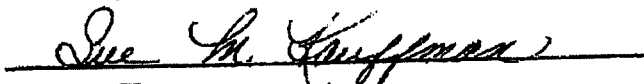
Ron Jenkins

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. Guffman
STEP Coordinator

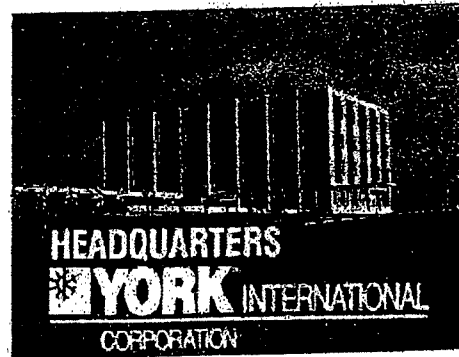
Attachments

File

 **YORK** INTERNATIONAL
CORPORATION

June 19, 2002

Mr. Ron Jenkins
2320 Arrowhead Drive
Charlestown, MA 01471



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 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,



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:

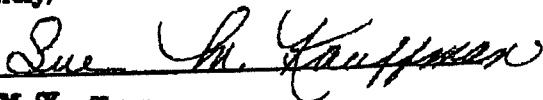
Name: Ron Jenkins

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.

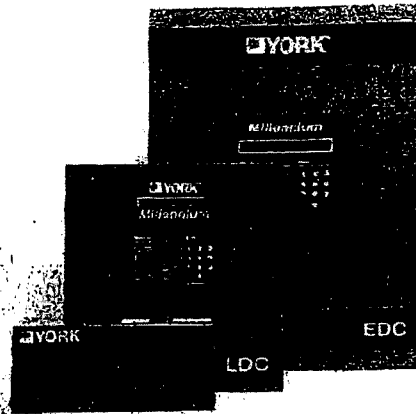
Sincerely,


Sue H. Kauffman
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. 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):

NAME

PROGRAM COMPLETION DATE

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**



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. Dumas
Manager of Training and Sales Support

James L. Duff
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

Sheldon H. Dunsen
Manager of Training and Sales Support

James D. Baird
Global Product Marketing Manager, Controls Group



This certifies that

Scott Simpson

has successfully completed an educational program in:

Variable Speed Drive Class

For YORK Service Personnel

February 26 – March 1, 2002

(28 hours)



Rex Woolidge
Training Manager

PROGRAM

YORK INSTITUTE

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. ZIERKE, MANAGER SERVICE OPERATIONS

 **York**® Applied Systems
YORK INTERNATIONAL

STEP PROGRAM

YORK INSTITUTE
of Air Conditioning and Refrigeration

Certificate of Achievement

SCOTT SYMPSON

Has Completed an Educational Program in

5SS3 - 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

Certificate of Achievement

STEP PROGRAM CONTINUATION

SCOTT SYMPSON

HAS COMPLETED AN EDUCATIONAL PROGRAM IN

RECIPROCATING MICRO - PANEL

(KEYPAD - TYPE) 5S2

date

SEPTEMBER 11, 1984


F. E. Ziff, Manager Service Operations

 **York**[®] Applied
Systems

YORK INTERNATIONAL



This certifies that

Mike Hyde

has successfully completed an educational program in:

DX CHILLERS & SYSTEMS

JUNE 6 - 8, 2000

YORK Engineered
Systems Group
YORK INTERNATIONAL



This certifies that

Bruce Johnson

has successfully completed an educational program in:

DX CHILLERS & SYSTEMS

JUNE 6 - 8, 2000

YORK Engineered
Systems Group
YORK INTERNATIONAL

STEP PROGRAM

YORK INSTITUTE
of Air Conditioning and Refrigeration

Certificate of Achievement

Bruce Johnson

Has Completed an Educational Program in

582 - RECIPROCATING KEYPAD MICRO-PANEL

OCTOBER 22, 1996

Date


F. E. ZIFFER, MANAGER SERVICE OPERATIONS


YORK INTERNATIONAL




This certifies that

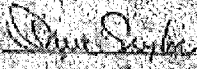
Bruce Johnson

has successfully completed an educational program in:
Variable Speed Drive Service Training - 28 Hours

November 03 - 08, 2002


Jim Arva
YORK Engineered
Systems Group
YORK INTERNATIONAL


Karl Barley


Dave Saylor

STEP PROGRAM

YORK INSTITUTE
of Air Conditioning and Refrigeration

Certificate of Achievement

Mike Hyde

Has Completed an Educational Program in

UNIT 5S1 - SCREW CHILLERS

Date AUGUST 25, 2001

 **YORK** Engineered
Systems Group
YORK INTERNATIONAL

STEP PROGRAM

YORK INSTITUTE
of Air Conditioning and Refrigeration

Certificate of Achievement

Mike Hyde

Has Completed an Educational Program in

582 - RECIPROCATING KEYPAD MICRO-PANEL

OCTOBER 22, 1996

Date


F. E. ZIFFER, MANAGER SERVICE OPERATIONS


YORK INTERNATIONAL



This certifies that

Mike Hyde

has successfully completed an educational program in:

Variable Speed Drive Service Training - 28 Hours

November 05 - 08, 2002

A handwritten signature in dark ink, appearing to read "Jim Arva".

YORK Engineered
Systems Group
YORK INTERNATIONAL

A handwritten signature in dark ink, appearing to read "Karl Barley".

Karl Barley

A handwritten signature in dark ink, appearing to read "Dave Saylor".

Dave Saylor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2025

3/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:	FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1475989 ALLIANCE COMFORT SYSTEMS, LLC PO BOX 58860 LOUISVILLE KY 40268	INSURER A: Greenwich Insurance Company	
	INSURER B: Allied World National Assurance Company	
	INSURER C: XL Insurance America, Inc.	
	INSURER D: Starr Indemnity & Liability Company	
	INSURER E: Westchester Fire Insurance Company	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 15459297**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	RGD300147505	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	RAD943796405	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	0313-7473	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	RWD300147605 STOP GAP: ND, OH, WA, WY	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	EXCESS LIAB	N	N	G71793606005	4/1/2024	4/1/2025	\$10,000,000 XS \$5,000,000
D	EXCESS LIAB			1000586238241	4/1/2024	4/1/2025	\$10,000,000 x \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT IS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 60 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER**CANCELLATION****15459297**

Lexington Fayette Urban County Government
Contractors Registration
200 East Main Street
Lexington KY 40507-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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