



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: January 24, 2019

INVITATION TO BID #11-2019 HVAC Roof Top Unit for Town Branch WWTP Administration Building

Bid Opening Date: February 8, 2019

Bid Opening Time: 2:00 PM

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

Type of Bid: Firm Bid

Pre Bid Meeting: N/A

Pre Bid Time:

Address:

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **02/08/2019**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping, handling and associated fees to the point of delivery located at: 301 Jimmie Campbell Drive Lexington, Ky.

Bid Security and Performance Bond Required for all bids over \$50,000.

<input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: <u>10</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Submitted by: Thermal Equipment Service
Firm Name

680 B. Zeeb Dr

Address

Lexington, KY 40510
City, State & Zip

Bid must be signed:
(original signature)

Paul B. Herald
Signature of Authorized Company Representative – Title

PAUL HERALD
Representative's Name (Typed or printed)

859-983-0291
Area Code - Phone - Extension Fax #

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

AFFIDAVIT

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

1. His/her name is PAUL HERALD and he/she is the individual submitting the bid or is the authorized representative of Thermal Equipment Service the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. PAUL HERALD

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Brittany Combs on this the 30th day of January, 2019

My Commission expires: 03/04/20

BRITTANY COMBS
NOTARY PUBLIC-STATE AT LARGE
KENTUCKY
NOTARY ID # 552115
MY COMMISSION EXPIRES 03-04-2020

Brittany Combs
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 Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.

- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #11-2019 HVAC Roof Top Unit for Town Branch WWTP Administration Building"

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

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of 5 percent of the bid price must be attached hereto for bids greater than \$50,000. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted to be included as special conditions in each

contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

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

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

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

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

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

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

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

EQUAL OPPORTUNITY AGREEMENT

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:

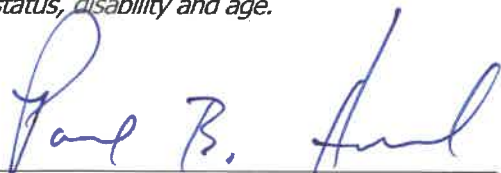
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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


Name of Business

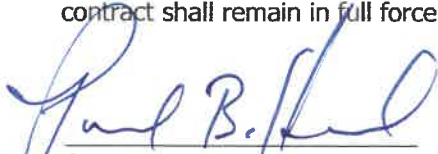
GENERAL PROVISIONS OF BID CONTRACT

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

1-30-19
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Therapy Equipment Service

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)		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																	
Professionals		8															8
Superintendents																	
Supervisors																	
Foremen		1															1
Technicians		40															40
Protective Service																	
Para-Professionals																	
Office/Clerical			6				2										8
Skilled Craft																	
Service/Maintenance																	
Total:																	49 8

Prepared by: Paul Henard
(Name and Title)

Date: 1, 30, 19

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

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

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

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

C. DEFINITIONS

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

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. 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 MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.
- n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
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 is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

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 defined 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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 11-2019

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 Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 MWDBE 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.

Thermal Equipment Service
Company

PAUL HERALD
Company Representative

1-30-19
Date

Customer Rep
Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 11-2019

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 Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE 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.

Thermal Equipment Service PAUL HERRARD
Company **Company Representative**
1-30-19 Customer Rep
Date **Title**



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 11-2019

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name <u>Thermal Equipment Service</u>	Contact Person <u>PAUL HERARD</u>
Address/Phone/Email <u>680 Bizzell dr. 859-983-0291</u> <u>pherald@thermaleq.com.</u>	Bid Package / Bid Date <u>2-8-19</u> <u>11-2019</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

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

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

Thermal Equipment Service PAUL HERARD
 Company Company Representative
1-30-19 Customer Rep.
 Date Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 11-2019

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract # <u>11-2019 HITE rooftop</u>	Work Period/ From: _____ To: _____
Company Name: <u>Thermal Equipment Service</u>	Address: <u>680 Bizzell Dr Lexington, ky</u>
Federal Tax ID: <u>26-2634394</u>	Contact Person: <u>PAUL HERKELP</u>

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

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

Thermal Equipment Service

Company

1-30-19

Date

PAUL HERKELP

Company Representative

Customer Rep

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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.

<u>Thermal Equipment Service</u>	<u>PAUL HERARD</u>
Company	Company Representative
<u>1-30-19</u>	<u>Customer Rep.</u>
Date	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 Liability	\$1 million

The policies above shall contain the following conditions:

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

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If

the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00470806

**Bid Specifications
FOR
HVAC Roof Top Unit for
Town Branch WWTP Administration Building**

GENERAL

1. The successful Bidder will furnish all equipment, labor, training, materials and related services required to install specified **HVAC Rooftop Gas Package Unit** at the Administration Building located at the Town Branch Wastewater Treatment Plant which is owned and operated by the Lexington Fayette Urban County Government Division of Water Quality.
2. It is the intent of the Division of Water Quality to purchase one (1), as specified herein, **HVAC Rooftop Gas Package Unit**, during the current Fiscal Year (FY 2019)
3. All work activities must be coordinated with Town Branch Operations Supervisor(s).
4. A copy of this specification with each paragraph check marked to show specification compliance or marked to show deviations. All exceptions must be clearly noted and detailed. The LFUCG reserves the right to disallow any bid due to exception.

SCOPE OF SUPPLY

1. Furnish and install new 17.5 Ton HVAC Rooftop Gas Package Unit with all necessary components and/or other accessories necessary for a complete operational unit as specified.
2. Remove and dispose of existing HVAC Rooftop Gas Package Unit in accordance with any and all local, state or Federal guidelines.
3. Submitted Bid Package shall be inclusive of any and all required permits and/or inspections
4. Submitted Bid Package shall be inclusive of and provide for a crane and operator as necessary to safely remove existing HVAC Rooftop Gas Package Unit and install new "Unit"
5. Winning Bidder shall be responsible for inspecting new "Unit" and set any and all controls and/or safety components and/or accessories to factory specifications to assure equipment longevity and energy savings
6. Existing electric and gas piping may be re-used for this project
7. Existing electric disconnect may be re-used for this project
8. New "Unit" shall be provided with coil protective coating for resistance to corrosive environments

9. New "Unit" shall be provided with a corrosion resistant heat exchanger
10. Equipment manufacturer technician and/or authorized agent to provide training for Town Branch personnel as specified
11. Provide minimum one (1) year part(s) warranty and a five (5) year compressor(s) warranty as specified
12. Provide Information and pricing for optional Preventative Maintenance Plan(s) and/or Service Plans

GENERAL REQUIREMENTS

1. The HVAC Rooftop Gas Package Unit specified shall be the **17.5 Ton Trane Rooftop Gas Package Unit Model # YSD210G4RLA** or Owner approved equal

Specification Compliant	
Yes	No
✓	

2. Unit Parameters:
- a. Unit Size: 17.5 Ton
 - b. Volts / Phase / Hertz: 460 / 3 / 60
 - c. Heating Type: Gas
 - d. Downflow
 - e. Standard Efficiency
 - f. 0-100% Economizer, dry bulb control
 - g. Reference enthalpy kit
 - h. Condenser Coil Hail guard
 - i. Reliatel
 - j. Programmable Zone Sensor
 - k. No Curb Adapter Needed to Existing YCD211C
 - l. Return Air Filter Type: Throwaway

Specification Compliant	
Yes	No
✓	

3. All work shall be professionally completed to meet or exceed National and Local codes of jurisdiction.

Specification Compliant	
Yes	No
✓	

4. Winning Bidder shall “checkout” supplied equipment and set to factory specifications to assure warranty compliance, equipment longevity and energy savings

Specification Compliant	
Yes	No
✓	

5. New “Unit” shall come complete with new installed “Throwaway filters”

Specification Compliant	
Yes	No
✓	

6. Submitted Bid Package shall be inclusive of all equipment necessary to remove old HVAC Roof Top Gas Package Unit and to install new HVAC Roof Top Gas Package Unit including but not limited to a crane(s)

Specification Compliant	
Yes	No
✓	

7. Provide minimum one (1) year part(s) warranty and a five (5) year compressor warranty as specified

Specification Compliant	
Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUBMITTALS

1. Copy of the manufacturer's equipment warranty detailing the duration of the warranty and all limitations of the warranty.

Specification Compliant	
Yes	No
✓	

2. A copy of this specification with each paragraph check marked to show specification compliance or marked to show deviations. All exceptions must be clearly noted and detailed. The LFUCG reserves the right to disallow any bid due to exception

Specification Compliant	
Yes	No
✓	

3. All equipment and materials shall be new and shall be specially designed or selected for the function and service specified.

Specification Compliant	
Yes	No
✓	

4. Operation and Maintenance Manuals: Prior to delivery of equipment and up-dated as required during the installation of the equipment, the Manufacturer shall furnish complete and detailed installation, operation, and maintenance manuals, minimum of one (1) hard copy per unit, which shall include the following information as a minimum requirement:

Specification Compliant	
Yes	No
✓	

a. Installation, operation, and maintenance brochures.

b. All required operating instructions.

c. All required maintenance instructions including schedules of routine maintenance.

5. Submit documentation for optional future preventive maintenance/service plans and/or extended warranties if available.

Specification Compliant	
Yes	No
	✓

Please write in the unit price per item below.

HVAC Rooftop Gas Package Unit	Description	Total Price Including all labor, materials and equipment to complete
Trane Model #: YSD210G4RLA (or Owner Approved Equal)	<ul style="list-style-type: none"> • 17.5 Ton Rooftop Gas Package Unit as specified within • Minimum one (1) year parts and 5 year compressor(s) warranty as specified • Removal and disposal of old unit • Installation and startup of new unit 	19,078.91
Optional Preventive Maintenance/Service Plan(s) and/or Extended Warranties (If available)		
Or Equal Submittal HVAC Rooftop Gas Package Unit	Description	Unit Price
(Indicate Make and Model #)	(Provide Brief Description and Submit Manufacturer Specification Cut sheet)	

SPECIAL INSTRUCTIONS TO BIDDER:

- For general questions contact Rick Bowman, Engineering Tech Sr. @ 859.425.2475
- For bidding questions contact Brian Marcum, Division of Central Purchasing @ 859.258.3325.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/10/2019

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 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 Morgan Trevathan & Gunn, Inc. 106 East 12th St. P.O. Box 487 Benton KY 42025	CONTACT NAME: Jean Sweat PHONE (A/C, No, Ext): (270) 527-6200 E-MAIL ADDRESS: jeanm@mtginsurance.com	FAX (A/C, No): (270) 252-3554
	INSURER(S) AFFORDING COVERAGE INSURER A: EMC Insurance Companies INSURER B: American Interstate/Amerisafe INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Thermal Equipment Service Inc. 680 Bizzell Drive Lexington KY 40510		

COVERAGES	CERTIFICATE NUMBER: 2019-2020	REVISION NUMBER:
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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 INSR	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5X82401	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5X82401	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DEDUCTIBLES \$ 1,000/1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5X82401	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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 N/A	AVWCKY2763632019	1/10/2019	1/10/2020	<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
A	RENTED/LEASED EQUIPMENT			5X82401	7/1/2018	7/1/2019	LIMIT: \$100,000

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

CERTIFICATE HOLDER (859) 258-9780 LFUCG DEPT OF BUILDING 200 EAST MAIN STREET LEXINGTON, KY 40507	CANCELLATION 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 James Boling/JEANM
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ADDITIONAL COVERAGES

Ref #	Description Employment Practices Liability	Coverage Code EMP	Form No.	Edition Date	
Limit 1 500,000	Limit 2	Limit 3	Deductible Amount 5,000	Deductible Type Dollars	Premium
Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date	
Limit 1 10,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Umbrella(C)	Coverage Code CUMBR	Form No.	Edition Date	
Limit 1 5,000,000	Limit 2 5,000,000	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Personal & Advertising Injury	Coverage Code PIADV	Form No.	Edition Date	
Limit 1 5,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description WC & Employer's liability	Coverage Code WCEL	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Additional Named Insureds

Other Named Insureds

Thermal Equipment Sales, Inc.

Corporation, Additional Named Insured



Submittal

Prepared For:
Paul Herald

Date: November 9, 2018

Customer P.O. Number:
Customer Project Number:

Sold To:
Thermal

Job Number:
Job Name:
Town Branch

Trane U.S. Inc. is pleased to provide the enclosed submittal for your review and approval.

Product Summary

Qty	Product
2	Packaged Gas/Electric Rooftop Units

Andrew Bidwell
Trane
12850 Plantside Drive
Louisville, KY 40299-6387
Phone: (502) 753-7859
Abidwell@trane.com

The attached information describes the equipment we propose to furnish for this project, and is submitted for your approval.

Product performance and submittal data is valid for a period of 6 months from the date of submittal generation. If six months or more has elapsed between submittal generation and equipment release, the product performance and submittal data will need to be verified. It is the customer's responsibility to obtain such verification.

Table Of Contents

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Tag Data - Packaged Gas/Electric Rooftop Units (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	STD EFF	1	12 1/2 -25 Ton Packaged Unitary Gas/Elec	YSD210G4RLA-
A2	HI EFF	1	12 1/2 -25 Ton Packaged Unitary Gas/Elec	YHD210G4RLB--F001

Product Data - Packaged Gas/Electric Rooftop Units**All Units**

Gas/Electric
Downflow
17.5 Ton
Standard and High Efficiency
460/60/3
Reliatel
Gas Heat - Low
Programmable zone sensor (Fld)
NO CURB ADAPTER Needed to Existing YCD211C
One year parts- 5 year compressor and heat exchanger parts warranty

Item: A1 Qty: 1 Tag(s): STD EFF

Standard efficiency
0-100% Economizer, dry bulb control (Fld)
Reference enthalpy kit (Fld)
Condenser coil hail guard (Fld)
CURRENT stock

Item: A2 Qty: 1 Tag(s): HI EFF

High efficiency
Economizer Reference Enthalpy 0-100% with Barometric relief
Standard condenser coil with hail guard
12 Day Build

Performance Data - Packaged Gas/Electric Rooftop Units

Tags	STD EFF	HI EFF
Design Airflow (cfm)	7000	7000
Cooling Entering Dry Bulb (F)	80.00	80.00
Cooling Entering Wet Bulb (F)	67.00	67.00
Ent Air Rel Humidity (%)	51.08	51.08
Ambient Temp (F)	95.00	95.00
Cooling Leaving Unit DB (F)	59.07	59.40
Cooling Leaving Unit WB (F)	57.90	57.84
Gross Total Capacity (MBh)	205.91	214.84
Gross Sensible Capacity (MBh)	172.63	170.54
Gross Latent Capacity (MBh)	33.28	44.30
Net Total Capacity (MBh)	194.46	202.84
Net Sensible Capacity (MBh)	161.18	158.54
Net Sensible Heat Ratio (Number)	0.83	0.78
Heating LAT (F)	26.33	26.33
Heating Temp Rise (F)	26.33	26.33
Output Htg Capacity (MBh)	200.00	200.00
Output Htg Capacity w/Fan (MBh)	211.45	212.00
Design ESP (in H2O)	0.800	0.800
Component SP Add (in H2O)	0.000	0.260
Field Supplied Drive Kit Required	Low Static Drive kit	High Static Drive Kit
Indoor Mtr. Operating Power (bhp)	3.64	3.81
Indoor RPM (rpm)	700	715
Indoor Motor Power (kW)	2.71	2.84
Outdoor Motor Power (kW)	1.51	1.63
Compressor Power (kW)	13.36	14.05

Tags	STD EFF	HI EFF
System Power (kW)	17.58	18.52
IPLV @ AHRI (IPLV)	12.2	13.0
MCA (A)	39.00	41.00
MOP (A)	50.00	50.00
Compressor 1 RLA (A)	15.64	7.70
Compressor 2 RLA (A)	7.74	1.80
Condenser Fan FLA (A)	1.80	0.00
Evaporator Fan FLA (A)	7.60	7.60
Evaporator Face Area (sq ft)	23.00	31.42
Evaporator Face Velocity (ft/min)	304	223
Evaporator Fin Spacing (Per Foot)	192	180
Evaporator Rows ()	2	4
Min. Unit Operating Weight (lb)	1915.0	2205.0
Max Unit Operating Weight (lb)	2276.0	2723.0
Fan Motor Heat (MBh)	11.45	12.00
Evap Coil Leav Air Temp (DB) (F)	57.17	57.44
Evap Coil Leav Air Temp (WB) (F)	57.17	57.08
Dew Point Temp (F)	57.75	56.85
Rated capacity (AHRI) (MBh)	196.00	204.00
Refrig charge (HFC-410A) - ckt 1 (lb)	12.6	14.0
Refrig charge (HFC-410A) - ckt 2 (lb)	6.8	7.3
ASHRAE 90.1	Yes	Yes
Saturated Suction Temp Circuit 1 (F)	51.89	52.84
Saturated Discharge Temp Circuit 1 (F)	120.09	118.64
Saturated Suction Temp Circuit 2 (F)	51.66	51.00
Saturated Discharge Temp Circuit 2 (F)	117.05	113.94
IEER Rating ()	12.20	13.00
EER @ AHRI Conditions (EER)	11.0	11.8
Total Static Pressure (in H2O)	0.800	1.060
Length (ft)	10.14	10.14
Width (ft)	7.02	7.02
Height (ft)	4.68	5.52
T24_SZVZV	NA	NA
Indoor Fan Type	FC Centrifugal	FC Centrifugal
Indoor Fan Drive Type	Belt	Belt
Outdoor Fan Type	Propeller	Propeller
Outdoor Fan Drive Type	Direct	Direct
Outdoor Fan Quantity ()	2	2
Heating Type	Gas	Gas
Heating Stages	2	2

Mechanical Specifications - Packaged Gas/Electric Rooftop Units**Item: A1, A2 Qty: 2 Tag(s): STD EFF, HI EFF****General - Downflow**

The units shall be dedicated downflow airflow. The operating range shall be between 115°F and 0°F in cooling as standard from the factory for all units. Cooling performance shall be rated in accordance with ARI testing procedures. All units shall be factory assembled, internally wired, fully charged with R-410A, and 100 percent run tested to check cooling operation, fan and blower rotation and control sequence, before leaving the factory. Wiring internal to the unit shall be colored and numbered for simplified identification. Units shall be UL listed and labeled, classified in accordance to UL 1995/C 22.2, 236-05 3rd Edition.

Packaged Rooftop units cooling, heating capacities, and efficiencies are AHRI certified within scope of AHRI Standard 340/360 (I-P) and ANSI Z21.47 and 10 CFR Part 431 pertaining to Commercial Warm Air Furnaces (gas heating units).

Casing - Downflow

Unit casing shall be constructed of zinc coated, heavy gauge, galvanized steel. Exterior surfaces shall be cleaned, phosphatized, and finished with a weather-resistant baked enamel finish. Unit's surface shall be tested 672 hours in a salt spray test in compliance with ASTM B117. Cabinet construction shall allow for all maintenance on one side of the unit. In order to ensure a water and air tight seal, service panels shall have lifting handles and no more than three screws to remove. All exposed vertical panels and top covers in the indoor air section shall be insulated with a 1/2 inch, 1 pound density foil-faced, fire-resistant, permanent, odorless, glass fiber material. The base of the downflow unit shall be insulated with 1/2 inch, 1 pound density foil-faced, closed-cell material. The downflow unit's base pan shall have no penetrations within the perimeter of the curb other than the raised 1 1/8 inch high supply/return openings to provide an added water integrity precaution, if the condensate drain backs up. The base of the unit shall have provisions for forklift and crane lifting.

Unit Top

The top cover shall be one piece, or where seams exist, double hemmed and gasket sealed to prevent water leakage.

Filters

Two inch standard filters shall be factory supplied on all units

Compressors

All units shall have direct-drive, hermetic, scroll type compressors with centrifugal type oil pumps. Motor shall be suction gas-cooled and shall have a voltage utilization range of plus or minus 10 percent of nameplate voltage. Internal overloads shall be provided with the scroll compressors. All models shall have crankcase heaters, phase monitors and low and high pressure control as standard. Dual compressors are available on all standard efficiency models and 12.5 to 20 tons high efficiency models and allow for efficient cooling utilizing 3 stages of compressor operation (high efficiency models only). 25 tons high efficiency units have 3 compressors for up to 4 stages of compressor operation.

Crankcase Heaters

These band heaters provide improved compressor reliability by warming the oil to prevent migration during off-cycles or low ambient conditions.

Refrigerant Circuits

Each refrigerant circuit shall have service pressure ports, and refrigerant line filter driers factory installed as standard. An area shall be provided for replacement suction line driers.

Evaporator and Condenser Coils

Evaporator Coils (only on T/YS*150, 180, 210, 240, 300G models)-

Microchannel evaporator coils will be burst tested by the manufacturer. Internally finned, 5/16" copper tubes mechanically bonded to a configured aluminum plate fin shall be standard for evaporator coils.

Coils shall be leak tested to ensure the pressure integrity. The evaporator coil shall be leak tested to 225 psig and pressure tested to 450 psig.

Condenser Coils (available on T/Y**150, 180, 210, 240, 300G models) - Microchannel condenser coils shall be standard on all units. Coils shall be leak tested to ensure the pressure integrity. The condenser coil shall be leak tested to 225 psig and pressure tested to 450 psig.

Gas Heating Section

The heating section shall have a drum and tube heat exchanger design using corrosion resistant steel components. A forced combustion blower shall supply premixed fuel to a single burner ignited by a pilotless hot surface ignition system.

In order to provide reliable operation, a negative pressure gas valve shall be used on standard furnaces and a pressure switch on furnaces with modulating heat that requires blower operation to initiate gas flow. On an initial call for heat, the combustion blower shall purge the heat exchanger 45 seconds before ignition.

After three unsuccessful ignition attempts, the entire heating system shall be locked out until manually reset at the thermostat. Units shall be suitable for use with natural gas shall also comply with California requirements for low NOx emissions.

Condenser Coil

The microchannel type condenser coil is standard for the standard efficiency models.

Due to flat streamlined tubes with small ports, and metallurgical tube-to-fin bond, microchannel coil has better heat transfer performance. Microchannel condenser coil can reduce system refrigerant charge by up to 50% because of smaller internal volume, which leads to better compressor reliability. Compact all-aluminum microchannel coils also help to reduce the unit weight. All-aluminum construction improves re-cyclability. Galvanic corrosion is also minimized due to all aluminum construction. Strong aluminum brazed structure provides better fin protection. In addition, flat streamlined tubes also make microchannel coils more dust resistant and easier to clean. Coils shall be leak tested at the factory to ensure the pressure integrity. The evaporator coil and condenser coil shall be leak tested to 600 psig. The assembled unit shall be leak tested to 465 psig.

Outdoor Fans

The outdoor fan shall be direct-drive, statically and dynamically balanced, draw-through in the vertical discharge position. The fan motor(s) shall be permanently lubricated and shall have built-in thermal overload protection.

Indoor Fan

Units above shall have belt driven, FC centrifugal fans with adjustable motor sheaves. Units with standard motors shall have an adjustable idler-arm assembly for quick-adjustment of fan belts and motor sheaves. All motors shall be thermally protected. All indoor fan motors meet the U.S. Energy Policy Act of 1992 (EPACT).

Controls

Unit shall be completely factory wired with necessary controls and contactor pressure lugs or terminal block for power wiring. Unit shall provide an external location for mounting a fused disconnect device. ReliaTel controls shall be provided for all 24 volt control functions. The resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures. The control algorithm maintains accurate temperature control, minimizes drift from set point, and provides better building comfort. A centralized control shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection.

High Pressure Cutout

This option is offered for units that do not have High Pressure cutout as standard.

Discharge Line Thermostat

A bi-metal element discharge line thermostat is installed as a standard option on the discharge line of each system. This standard option provides extra protection to the compressors against high discharge temperatures in case of loss of charge, extremely high ambient and other conditions which could drive the discharge temperature higher. Discharge line thermostat is wired in series with high pressure control. When the discharge temperature rises above the protection limit, the bi-metal disc in the thermostat switches to the off position, opening the 24 VAC circuit. When the temperature on the discharge line cools down, the bi-metal disc closes the contactor circuit, providing power to the compressor. When the thermostat opens the fourth time, the ReliaTel control must be manually reset to resume operation on that stage.

Tool-less Hail Guards

Tool-less, hail protection quality coil guards are available for condenser coil protection.

Reference or Comparative Enthalpy

Reference Enthalpy is used to measure and communicate outdoor humidity. The unit receives and uses this information to provide improved comfort cooling while using the economizer. Comparative Enthalpy measures and communicates humidity for both outdoor and return air conditions, and return air temperature. The unit receives and uses this information to maximize use of economizer cooling, and to provide maximum occupant comfort control. Reference or Comparative Enthalpy option shall be available when a factory or field installed Downflow Economizer is ordered. This option is available on all downflow models.

Reference Enthalpy-Factory Installed

This option will be factory installed to measure and communicate outdoor humidity. The unit will receive and use this information to provide improved comfort cooling while using the economizer.

Accessory - Economizer - Downflow

The assembly includes fully modulating 0-100 percent motor and dampers, barometric relief, minimum position setting, preset linkage, wiring harness with plug, fixed dry bulb and spring return actuator. The barometric relief damper shall be standard with the downflow economizer and shall provide a pressure operated damper that shall be gravity closing and shall prohibit entrance of outside air during the equipment "off" cycle. Solid state enthalpy and differential enthalpy control shall be field-installed.

Accessory - Tool-less Hail Guards

Tool-less, hail protection quality coil guards are available for condenser coil protection.

Accessory - Reference or Comparative Enthalpy

Reference Enthalpy is used to measure and communicate outdoor humidity. The unit receives and uses this information to provide improved comfort cooling while using the economizer. Comparative Enthalpy measures and communicates humidity for both outdoor and return air conditions, and return air temperature. The unit receives and uses this information to maximize use of economizer cooling, and to provide maximum occupant comfort control. Reference or Comparative Enthalpy option shall be available when a factory or field installed Downflow Economizer is ordered. This option is available on all downflow models.

Accessory - BAYSENS119 Programmable Zone

The electronic programmable sensor is Auto or Manual changeover with seven day programming. Auto or Manual selection of Fan Auto, Fan On. Programmable sensor has System Off, Auto, Heat, Cool, and Service /LCD indicators as standard. Night setback sensor has up to four programs per day which can be individually configured to occupied or unoccupied.

Accessory - Digital Display Zone Sensor

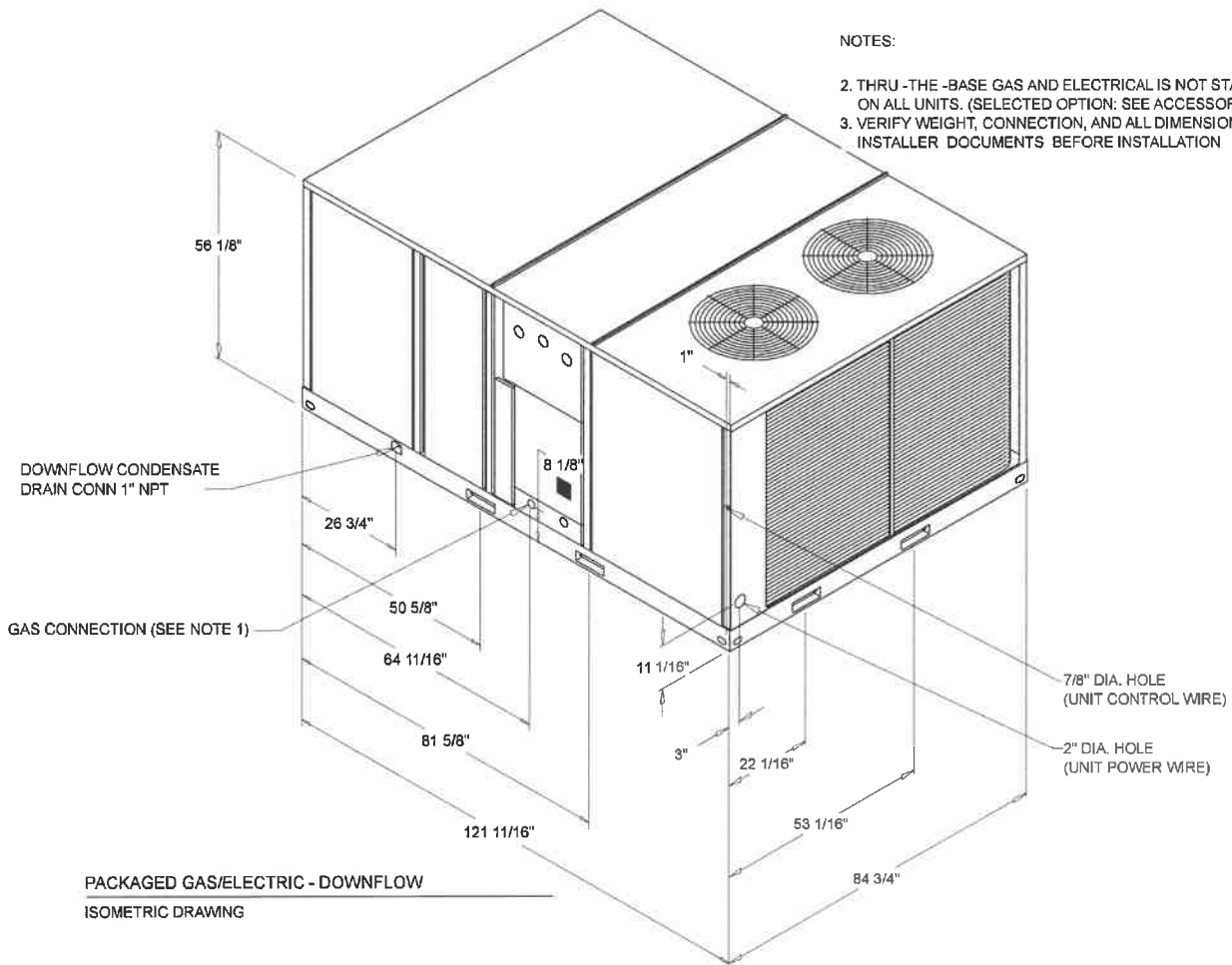
The Digital LCD (Liquid Crystal Display) zone sensor has the look and functionality of standard zone sensors. This sensor includes a digital display of set point adjustment and space temperature in F (Fahrenheit) or C (Celsius). Includes FAN and SYSTEM buttons (supports the service functions of the standard sensor). E-squared memory stores last programmed set points. Requires 24 VAC (Volts AC). This sensor should be utilized with ReliaTel_z controls.

Unit Dimensions - Packaged Gas/Electric Rooftop Units

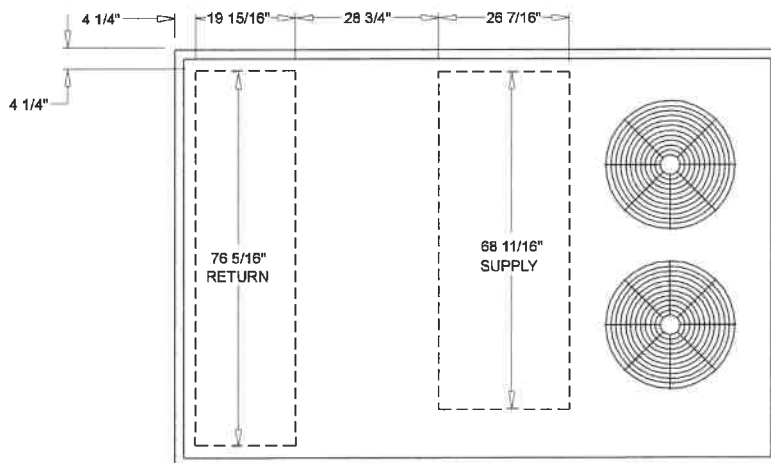
Item: A1 Qty: 1 Tag(s): STD EFF

NOTES:

- 2. THRU-THE-BASE GAS AND ELECTRICAL IS NOT STANDARD ON ALL UNITS. (SELECTED OPTION: SEE ACCESSORY SHEET)
- 3. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION



PACKAGED GAS/ELECTRIC - DOWNFLOW
ISOMETRIC DRAWING



PACKAGED GAS/ELECTRIC - DOWNFLOW
PLAN VIEW DRAWING

Unit Dimensions - Packaged Gas/Electric Rooftop Units

Item: A1 Qty: 1 Tag(s): STD EFF

ELECTRICAL / GENERAL DATA

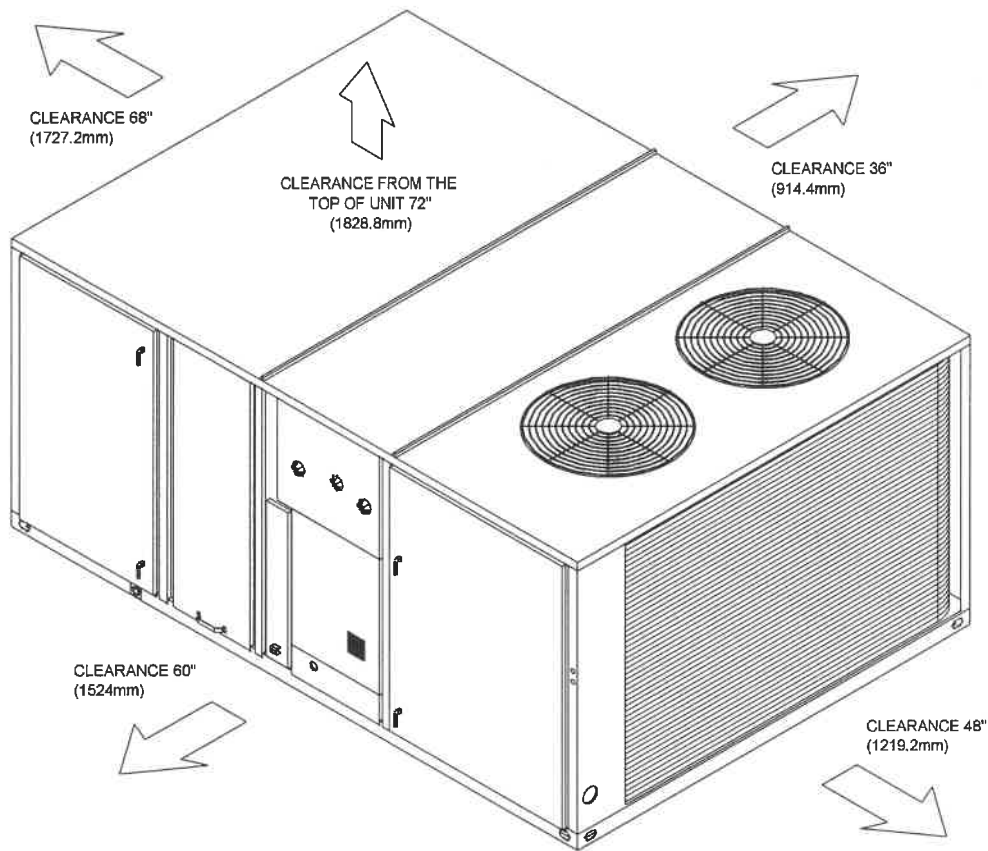
<p>GENERAL PERFORMANCE</p> <table border="0"> <tr> <td>Model (Ton):</td> <td>YSD210G (17.5)</td> <td>Standard Motor ^{(1) (3)}</td> <td></td> </tr> <tr> <td>Unit Operating Voltage Range:</td> <td>414-505</td> <td>Minimum Circuit Ampacity:</td> <td>39.0</td> </tr> <tr> <td>Unit Primary Voltage:</td> <td>460</td> <td>Maximum Fuse Size:</td> <td>50.0</td> </tr> <tr> <td>Unit Secondary Voltage:</td> <td>-</td> <td>Maximum (HACR) Circuit Breaker:</td> <td>50.0</td> </tr> <tr> <td>Unit Hertz:</td> <td>60</td> <td>Oversized Motor ^{(1) (4)}</td> <td></td> </tr> <tr> <td>Unit Phase:</td> <td>3</td> <td>MCA:</td> <td>N/A</td> </tr> <tr> <td></td> <td></td> <td>MFS:</td> <td>N/A</td> </tr> <tr> <td></td> <td></td> <td>MCB (HACR):</td> <td>N/A</td> </tr> <tr> <td>EER: ⁽⁵⁾</td> <td>11.0</td> <td>Field Installed Oversized Motor ^{(1) (4)}</td> <td></td> </tr> <tr> <td></td> <td></td> <td>MCA:</td> <td>N/A</td> </tr> <tr> <td></td> <td></td> <td>MFS:</td> <td>N/A</td> </tr> <tr> <td></td> <td></td> <td>MCB (HACR):</td> <td>N/A</td> </tr> </table>				Model (Ton):	YSD210G (17.5)	Standard Motor ^{(1) (3)}		Unit Operating Voltage Range:	414-505	Minimum Circuit Ampacity:	39.0	Unit Primary Voltage:	460	Maximum Fuse Size:	50.0	Unit Secondary Voltage:	-	Maximum (HACR) Circuit Breaker:	50.0	Unit Hertz:	60	Oversized Motor ^{(1) (4)}		Unit Phase:	3	MCA:	N/A			MFS:	N/A			MCB (HACR):	N/A	EER: ⁽⁵⁾	11.0	Field Installed Oversized Motor ^{(1) (4)}				MCA:	N/A			MFS:	N/A			MCB (HACR):	N/A
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NOTES:

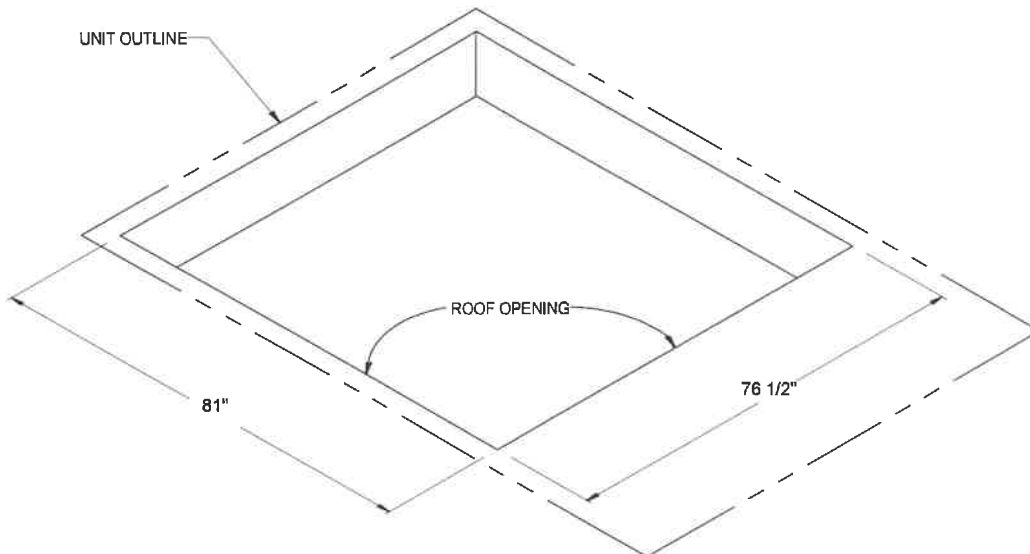
1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
3. Value includes oversized motor.
4. Value does not include Power Exhaust Accessory.
5. EER is rated at AHRI conditions and in accordance with DOE test procedures.

Weight, Clearance & Rigging Diagram - Packaged Gas/Electric Rooftop Units

Item: A1, A2 Qty: 2 Tag(s): STD EFF, HI EFF



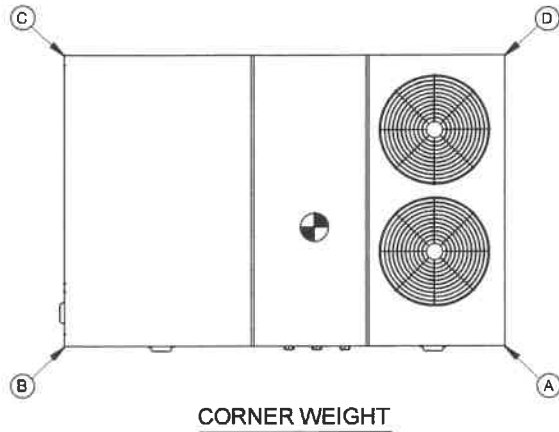
DOWNFLOW-PACKAGED GAS/ELECTRIC CLEARANCE



DOWNFLOW-PACKAGED GAS/ELECTRIC ROOF OPENING CLEARANCE

Weight, Clearance & Rigging Diagram - Packaged Gas/Electric Rooftop Units

Item: A1 Qty: 1 Tag(s): STD EFF



Base Unit and Corner Weights only

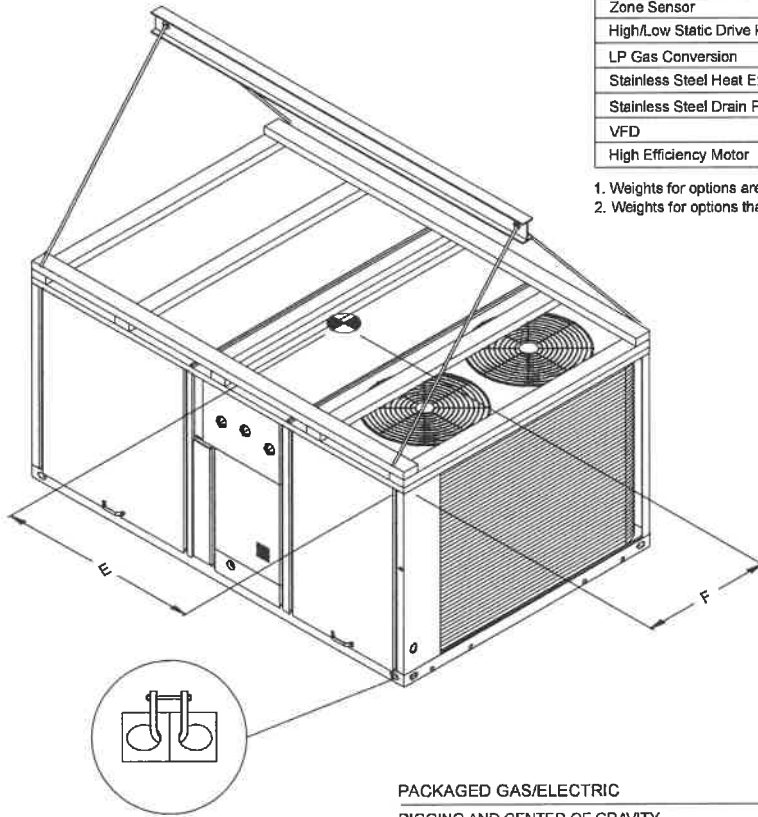
Base unit weights		Corner Weights				Center of Gravity	
SHIPPING	NET	(A)	(B)	(C)	(D)	E	F
2326.0 lb	1894.0 lb	604.0 lb	511.0 lb	371.0 lb	409.0 lb	57"	35"

1. All weights are approximate.
2. The actual weight are listed on the unit nameplate.
3. Refer to unit nameplate and installation guide for weights before scheduling transportation and installation of unit.
4. The weight shown represents the typical unit operating weight for the configuration selected. Estimated at +A 10 % of the nameplate weight. .
5. Verify weight, connection, and all dimension with installer documents before installation.
6. Corner weights are given for information only.
7. Net/Shipping weight of optional accessories should be added to unit weight when ordering factory or field installed accessories.

Installed Options Net Weight Data

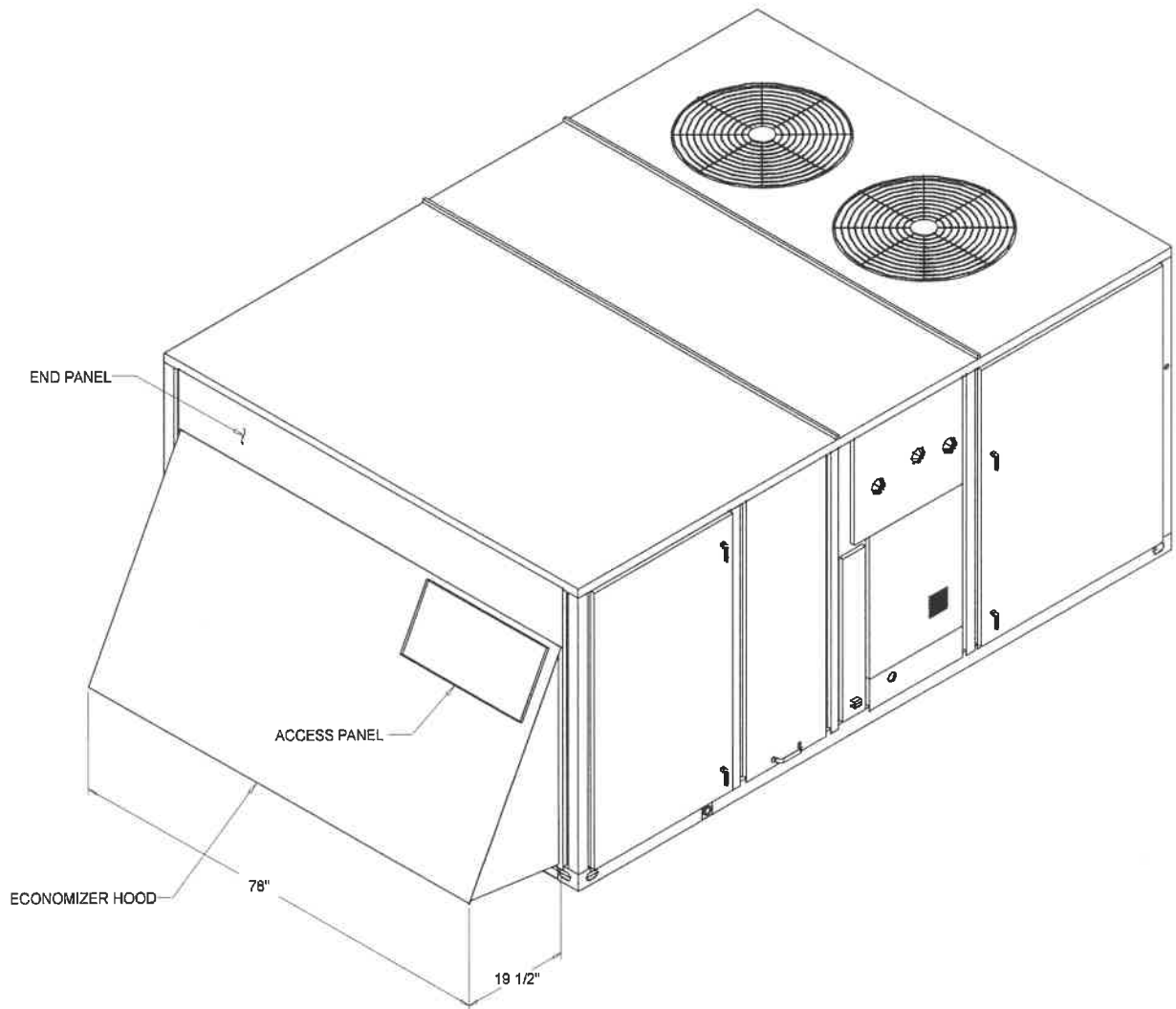
Accessory	Weight
Economizer, Manual and Motorized Outside Air Damper	80.0 lb
Power Exhaust	
Roof Curb	
Oversized Motor	
Hall Guard	43.0 lb
Hinged Access Doors	
Power Conv. Outlet	
Through the Base Electrical	
Circuit Breaker	
Disconnect	
Smoke Detector	
Novar	
Zone Sensor	1.0 lb
High/Low Static Drive Kit	
LP Gas Conversion	
Stainless Steel Heat Exchanger	
Stainless Steel Drain Pan	
VFD	
High Efficiency Motor	

1. Weights for options are approximate.
2. Weights for options that are not list refer to Installation guide.



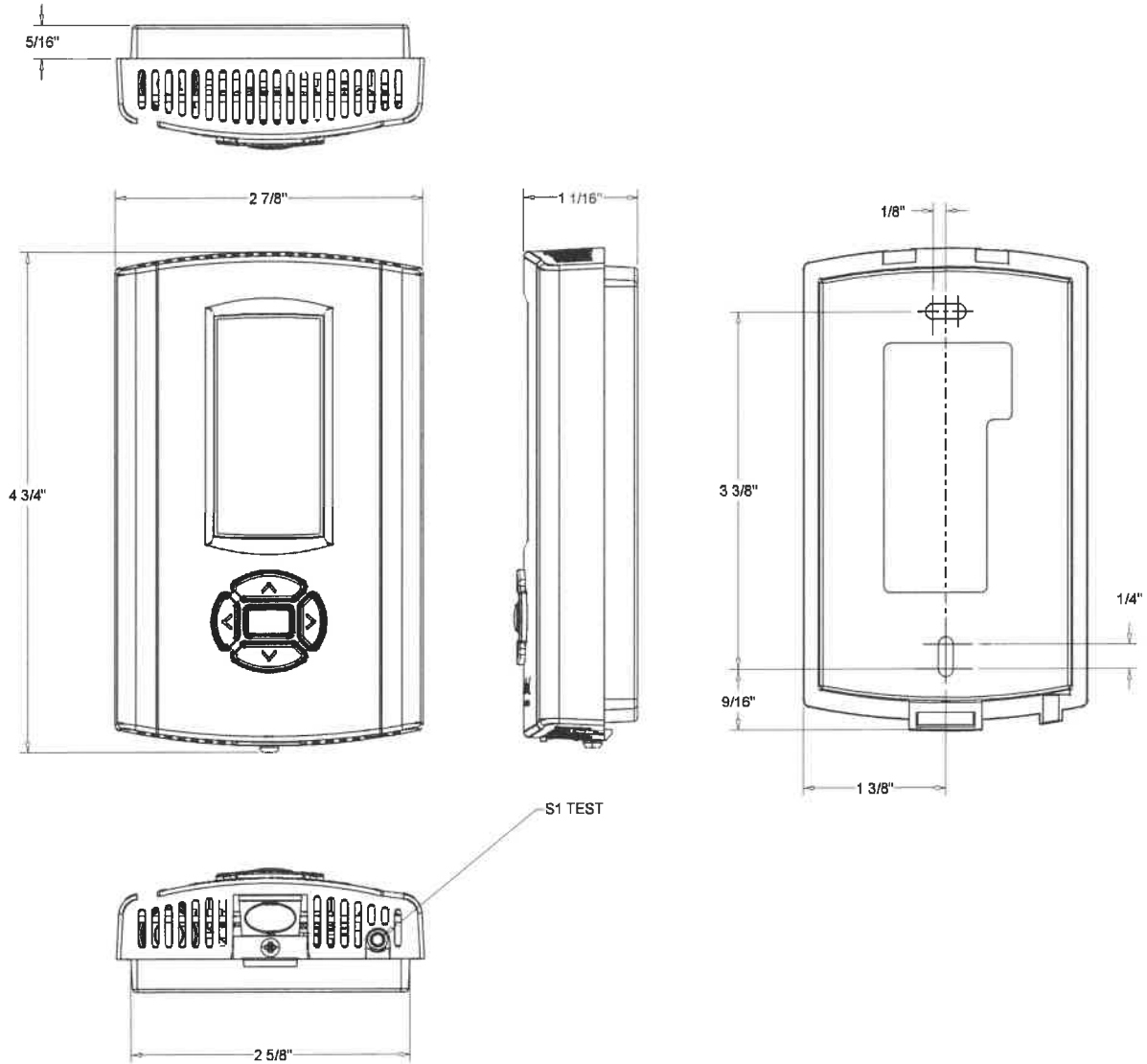
PACKAGED GAS/ELECTRIC
RIGGING AND CENTER OF GRAVITY

Accessory - Packaged Gas/Electric Rooftop Units
Item: A1, A2 Qty: 2 Tag(s): STD EFF, HI EFF



ECONOMIZER HOOD
PLAN VIEW DRAWING

Accessory - Packaged Gas/Electric Rooftop Units
Item: A1, A2 Qty: 2 Tag(s): STD EFF, HI EFF

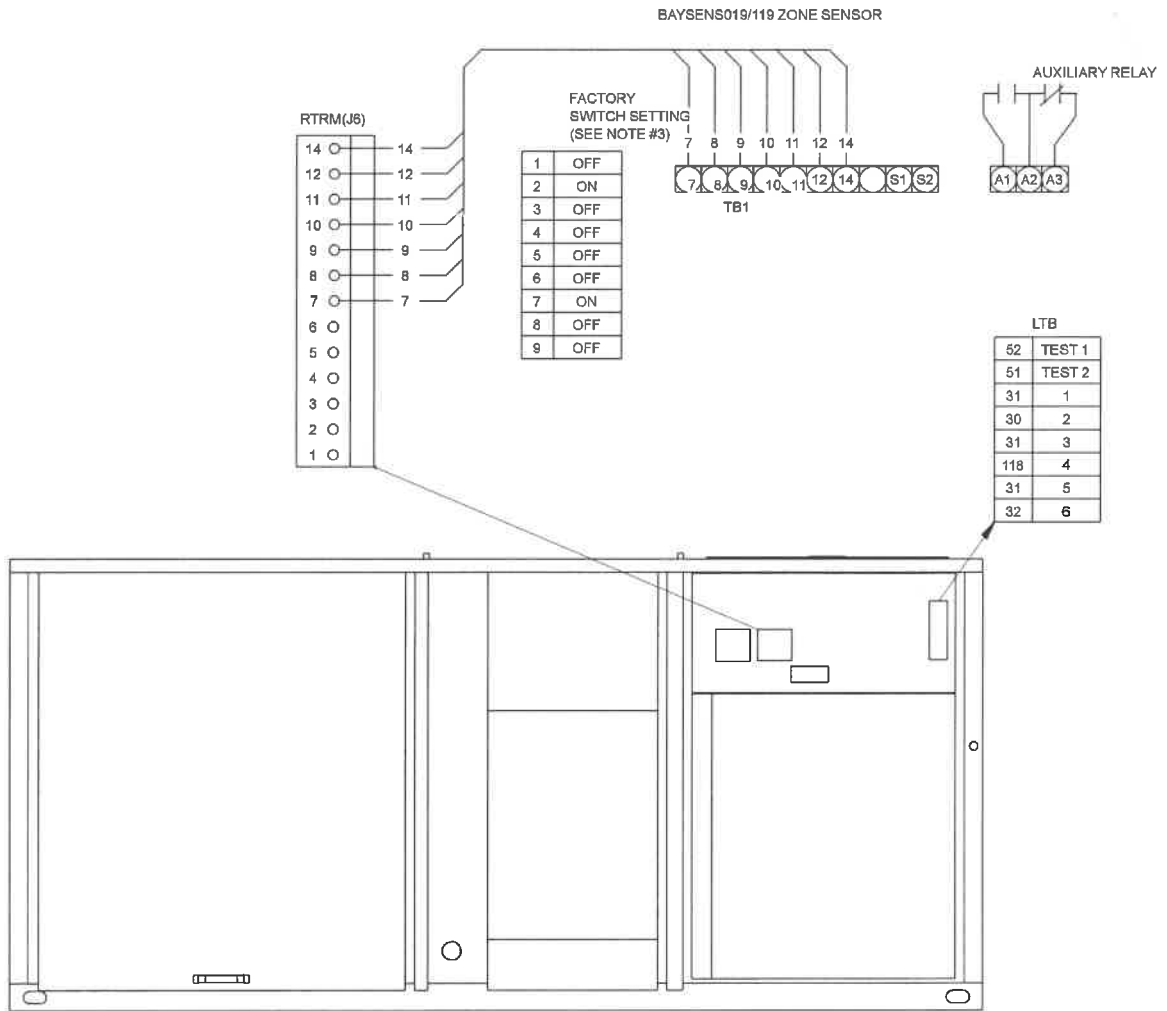


BAYSENS119 - ZONE SENSOR
PROGRAMMABLE SENSOR

Field Wiring - Packaged Gas/Electric Rooftop Units
Item: A1, A2 Qty: 2 Tag(s): STD EFF, HI EFF

ZONE SENSOR WIRE TABLE	
WIRE SIZE	MAXIMUM WIRE LENGTH
22 GAUGE	1800"
20 GAUGE	3000"
18 GAUGE	4500"
16 GAUGE	7200"
14 GAUGE	11700"

- NOTE:
1. ALL WIRING AND DEVICES SHOWN DASHED TO BE SUPPLIED AND INSTALLED BY THE CUSTOMER IN WITH NATIONAL AND LOCAL ELECTRICAL CODES.
 2. LOW VOLTAGE CONTROL WIRING MUST NOT BE RUN IN CONDUIT WITH POWER WIRING
 3. CUT WIRE JUMPER ADJACENT TO THE TERMINAL 1 ON ZONE SENSOR



Field Installed Options - Part/Order Number Summary

This is a report to help you locate field installed options that arrive at the jobsite. This report provides part or order numbers for each field installed option, and references it to a specific product tag. It is NOT intended as a bill of material for the job.

Product Family - Packaged Gas/Electric Rooftop Units

Item	Tag(s)	Qty	Description	Model Number
A1	STD EFF	1	12 1/2 -25 Ton Packaged Unitary Gas/Elec	YSD210G4RLA--0 000000000000000 000000000000

Field Installed Option Description	Part/Ordering Number
0-100% Economizer, dry bulb control	BAYECON090B
Reference enthalpy kit	BAYENTH007B
Programmable zone sensor	BAYSENS119A
Condenser coil hail guard	BAYGARD145A

Item	Tag(s)	Qty	Description	Model Number
A2	HI EFF	1	12 1/2 -25 Ton Packaged Unitary Gas/Elec	YHD210G4RLB--F 001000000000000 000000000000

Field Installed Option Description	Part/Ordering Number
Programmable zone sensor	BAYSENS119A