

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2023-177**

BE IT RESOLVED, upon recommendation of Judge/Executive Keith L. Taul, with the concurrence of the Resources and Community Support Committee, to accept the bid of Climate Control of KY, LLC from Elizabethtown, KY for installation of the new boiler at 150 N. Provident Way, Elizabethtown, KY with a total bid amount of \$17,313.00.

BE IT FURTHER RESOLVED, to pay invoices for the total amounts.

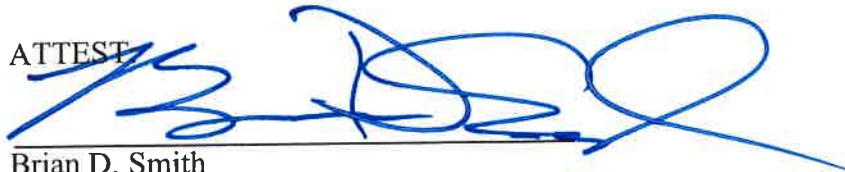
BE IT FURTHER RESOLVED, to authorize Judge/Executive Keith L. Taul and County Attorney Jennifer Oldham to negotiate the terms and conditions.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting of 29 August 2023.



Keith L. Taul
Hardin County Judge/Executive

ATTEST



Brian D. Smith
Hardin County Clerk



Hardin County Fiscal Court Bid Evaluation

Bid # 2023-063

Bid Item: BOILER INSTALLATION AT HARDIN COUNTY GOVERNMENT

Bid Opening: MONDAY, AUGUST 21, 2023 @ 11AM

Court Date: August 29, 2023

Company					Total Bid Price
Climate Control of KY LLC					\$17,313.00

Hardin County Fiscal Court received one (1) bid. Climate Control of KY, LLC is the best evaluated bid having no exceptions to the bid documentation. It is the recommendation to award Bid Number 2023-063 to Climate Control of KY, LLC for the Boiler Install in the amount of \$17,313.00



Lisa Pearman
Treasurer/ Finance Director

Hardin County Fiscal Court

Judge/Executive Keith Taul

P.O. Box 568, Elizabethtown, Kentucky 42702

Magistrates
Chris Yates
Kenny Saltsman
Patsy Whitehead
Fred Clem, Jr.
Aaron Pennington
E.G. Thompson
Larry Hicks
Kenny Muse

Request for Proposal: BOILER INSTALLATION AT HARDIN COUNTY GOVERNMENT CENTER

PROPOSAL NO: 2023-063

Date Issued: August 10, 2023

Bids shall be accepted until **MONDAY, AUGUST 21, 2023, AT 11:00 AM EST**, at which point they will be opened and publicly read at the Hardin County Government Building

Contract term agreement: UPON APPROVAL OF HARDIN COUNTY FISCAL COURT

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. By signing and submitting this proposal, the Contractor acknowledges that they have read, understand and agree to all aspects of the specification and proposal requirements as presented without reservation or alteration. This proposal, if accepted, will constitute an Agreement and Contract with Hardin County, Kentucky, upon approval of Hardin County Fiscal Court. Prices are firm during this agreement term, unless agreed upon in writing by the County.

Climate Control of KY, LLC.

Company Name

Glenn C. Ward

Authorized Agent (Print)

[Signature]
Signature

Chief Operations Manager

Title

2706 S. Dixie Highway

Address

Elizabethtown, KY 42701

City/State/Zip Code

climatecontrolky@aol.com

E-mail Address

(270) 769-5332

Phone Number

August 21, 2023

Date

Instructions to Contractors: BOILER INSTALLATION AT HARDIN COUNTY GOVERNMENT CENTER
RFP No: 2023-063

Please include the following items with each Proposal Submission:

- Signed Invitation for Proposal
 - Proposal Form
 - Statement of Qualifications
 - References
 - Detailed exceptions to proposal, if applicable
-

Contractor Name: Climate Control KY, LLC.

Proposal Form			
<p>A. Company Name: <u>Climate Control KY, LLC.</u> agrees to provide replacement boiler installation to Hardin County Government, in accordance with the proposal specifications, terms and conditions provided.</p> <p style="text-align: center;">\$ <u>17,313.00</u> Lump Sum Price</p>			
<p>B. Designated Contact Information:</p> <p style="text-align: center;">Name: <u>Glenn C. Ward</u></p> <p style="text-align: center;">Phone Number: <u>(270) 268-5496</u></p>			
References:			
Company Name	Contact Name	E-mail	Telephone
1 J&E Const.	Jarrod Benningfield	jbenningfield@jenkinessessex.com	(270) 765-6113
2 BCD	Jason Harrod	jharrod@bardstown.com	(502) 348-2305
3 Nett Const.	Mark Nett	mark@nettconstructionllc.com	(270) 763-1064

Please provide any and all applicable information regarding specific details in the manner of your choosing. If you include a binder or booklet, please include this proposal sheet.

Any Exceptions to the proposal? Yes No

Please see the not includes in the proposal.
 IF YES, PLEASE INCLUDE DOCUMENTATION DENOTING ANY EXCEPTION AND WHAT SECTION(S) IT PERTAINS TO. FAILURE TO PROPERLY RECORD EXCEPTIONS COULD RESULT IN IMMEDIATE REJECTION OF THE PROPOSAL.

RFP Specifications

RFP No: 2023-063

- I. **Scope:** Hardin County Fiscal Court is seeking a qualified contractor to provide complete removal of existing boiler and installation of the new boiler at the Hardin County Government Center located at 150 North Provident Way, Elizabethtown, Kentucky.
- II. **Point of Contact:** Any questions concerning bid requirements should be directed to John Bowen, Senior Maintenance Technician at jbowen@hardincountyky.gov.
- III. **Proposal Submission:** All bid submissions must include the signed Invitation for Bid form, Bid Form, Designated contact information and detailed exceptions to bid if applicable. Bids may be mailed to PO Box 568, Elizabethtown, KY 42702 or will be accepted at the Hardin County Government Center, 150 N. Provident Way, Suite 314, Third Floor, Elizabethtown, KY until **MONDAY, AUGUST 21, 2023, AT 11:00 AM EST**. Bids must be submitted in sealed envelopes with the words **Sealed Bid for BOILER INSTALLATION AT HARDIN COUNTY GOVERNMENT CENTER, MONDAY, AUGUST 21, 2023, AT 11:00 AM EST**, prominently displayed on the front of the envelope. Respondents shall include one (1) original and two (2) copies of the entire bid response.
- IV. **Late Submittal and Late Modifications:** Submittals received after the due date and time will not be considered. Modifications received after the opening date will not be considered. Hardin County Fiscal Court assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to an improper designation.
- V. **Rejection or Cancellation of Proposals:** Hardin County Fiscal Court reserves the right to act in its best interest in this determinations process, to waive all technicalities, and to select the most responsible and responsive contractor. Hardin County Fiscal Court shall be the sole judge of the contractor's ability to meet the requirements set forth. Its decision in determining responsible and responsive contractor(s) will be final.
- VI. **Minimum Acceptance Period:** Proposals shall be valid and may not be withdrawn for a period of 120 days from the date specified for receipt of proposals. All expenses involved with the preparation and submission of the proposal to Hardin County Government, or any work performed in connection therewith, is the responsibility of the contractor(s).
- VII. **Designated Contact:** The awarded contractor shall appoint a person or persons to act as a primary contact with the County. This person or back-up shall be readily available during normal work hours by phone or in person and shall be knowledgeable of the terms and procedures involved.
- VIII. **Taxes:** Hardin County Fiscal Court is tax exempt. It is understood that prices quoted are to be exclusive of taxes (Hardin County will furnish an exemption certificate as required.)
- IX. **Open Records Act:** All materials submitted in connection with this proposal will be public documents and subject to the Open Records Act and all other laws of the Commonwealth of Kentucky, the United States of America, and the open records policies of Hardin County Government. All such materials shall remain the property of Hardin County and will not be returned to the respondent.

Office: (270) 765-2350 • Fax: (270) 737-5590 • E-mail: hcgo@hcky.org
The Commonwealth's Premier County to Live, Work, and Raise a Family

RFP Specifications

RFP No: 2023-063

- X. **Addendums to Proposals:** In the event it becomes necessary to revise any part of these Proposal Specifications any potential contractor who requested the proposal specifications will be provided any and all addendums to proposal information.

- XI. **Proposal Evaluation:** Any potential contractor interested party may attend the proposal opening, committee meeting and/or fiscal court meeting in which proposal evaluations take place and selections are completed.

- XII. **Fulfillment of Terms:** The awarded contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, or acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence he is unable to prevent.

- XIII. **Timeline:**

Issue Date	8/10/2023
Bids Due	8/21/2023 at 11:00 AM
Bids Opened	8/21/2023 at 11:00 AM
Review of Bids	8/21/2023 – 8/28/2023
Anticipated Resolution to Fiscal Court	8/29/2023
Notification of vendor selection	8/30/2023

- XIV. **Contract Period:** The contract will be for a period designated by Hardin County Buildings and Grounds, not to exceed 90 days from the date of contract approval by Hardin County Fiscal Court.

- XV. **Contract Terms:** Hardin County Fiscal Court may terminate the contract at any time if, in its judgment, the vendor/contractor fails to provide the required services, is not meeting customary industry standards, or the like, by providing ninety (90) days advance written notice to the designated representative of the vendor/contractor.

- XVI. **Insurance Requirements:** The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Kentucky, at all times during the term of any contract with the County, in full force and effect. Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided and will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. All policies must name the County as an additional insured. Where applicable, the Hardin County Fiscal Court requires a current and valid certificate or binder showing required insurance coverage as follows:
 - Fifty thousand dollars (\$50,000) in employee dishonesty coverage including coverage against theft and misappropriation.
 - One million dollars (\$1,000,000) in general liability & error and omissions coverage to protect the financial interests of Hardin County Fiscal Court from theft, misappropriation, errors or omissions by Vendor/Contractor in the performance of these Proposal Specifications, Terms and Conditions.

RFP Specifications

RFP No: **2023-063**

- XVII. **Inspections:** The Hardin County Fiscal Court reserves the right to inspect the vendor/contractor's work at any time or point during the normal workday.
- XVIII. **Compensation for Services Provided:** The vendor/contractor shall be paid a lump sum price agreed upon by Hardin County and the successful contractor.
- XIX. **Prebid Inspection:** Contact John Bowen to schedule an onsite inspection at 270-766-8475 prior to August 18, 2023
- XX. **Scope of Work:** Below contains the required scope of work and minimum specifications. Work will be performed at the Hardin County Government Center located at 150 North Provident Way, Elizabethtown, Kentucky 42701
- Provide factory start up and owner training.
 - Provide all permitting.
 - Demo old boiler and remove from site.
 - Install the following items provided by owner:
 - Variable Speed Pump: PUM20078K
 - Lochinvar High Low Gas Pressure Switch
 - Lochinvar Conditioner Neutralizer: 2M BTU CN4-2000
 - BACnet MSTP Kit
 - New Lochinvar Boiler FTX1000N to existing venting, electric, and gas.
 - Connect to existing water supply and return.
 - Insulation to match existing.
 - Any damage to boiler or inaccurate measurements shall be replaced at the contractor's expense.
- XXI. **Hardin County's Responsibilities:** Hardin County Fiscal Court shall be responsible for the following activities pursuant to these Proposal Specifications:
- Provide Lochinvar Boiler FTX1000N for installation.



CLIMATE CONTROL OF KY, LLC

2706 S. Dixie Hwy.

Elizabethtown, KY 42701

climatecontrolky@aol.com

Phone (270) 769-5332 Fax (270) 769-5468

Proposal

Hardin County Government
P.O. Box 568
Elizabethtown, KY 42702
Attn: John Bowen

August 21, 2023

RE: Boiler Replacement

1. Install owner provided Lochnivar FTX1000N hot water boiler.
2. BACnet or LON controller by owner.
3. Provide factory start-up and owner training.
4. Hook to existing supply and return.
5. Hook to existing venting, electric and gas.
6. Demo old unit and remove from site.
7. Provide all permitting.
8. Insulation to match existing.
9. Refilling and air removal.

Note: Owner responsible to check and add to chemical system if needed.

\$17,313.00

Not Included

1. Any new pumps, expansion tank or air separators.

Confidentiality

This proposal or drawing is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us via U.S. Postal Service or destroy immediately.

Thank You. Climate Control of Kentucky, LLC

Terms

All work is to be done in accordance with the codes and regulations of the State of Kentucky, County of Hardin, City of Elizabethtown, whichever is applicable. Contract price shall include all permits, taxes, and inspection fees necessary to get the systems installed as specified herein.

LIMITED WARRANTY

All equipment will be covered by the warranties extended by the equipment manufacturer. The above work will be warranted by Climate Control of KY, LLC against defects in workmanship and material for a one-year period from the date of installation. This warranty does not include lubrication, fuse replacement, etc.

TERMS OF PAYMENT

All work shall be accomplished for the sum listed above. This proposal cancels and supersedes any and all previous proposals to this installation.

This proposal shall remain in effect for a fifteen-day period from the date written. After 30 days this proposal shall be subject to review for price escalation or cancellation. This proposal is for work that shall begin immediately or within a reasonable period of time after acceptance.

We shall bill you at the end of each month for any and all work done within that month. Payment of bill is due ten (10) days after receipt thereof.

Your signature in the space provided below indicates that you have read and understand all conditions within this proposal and that no implied or ambiguous conditions exist in this proposal. Your signature in the space provided below also indicates your acceptance of this proposal and all attached paperwork and makes it a contract.

Thank you for the opportunity to be of service.

Respectfully,
Glenn C. Ward
Chief Operations Officer
(270) 268-5496

Company Name: _____ Purchase Order Number: _____

Signature:  Date: 8/30/23

Client#: 812195

64CLIMACON

DATE (MM/DD/YYYY)
8/17/2023



CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER McGriff Insurance Services 2600 Eastpoint Parkway Louisville, KY 40223 502 489-5900	CONTACT NAME: Paige Riley PHONE (A/C, No, Ext): 502 489-5900 E-MAIL ADDRESS: Paige.Riley@McGriff.com	FAX (A/C, No): 8668812184
INSURED Climate Control of Ky LLC Patty & Glenn Ward 2706 South Dixie Highway Elizabethtown, KY 42701	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Amerisure Mutual Insurance Co.	
	INSURER B : Amerisure Insurance Company	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		NAIC # 23396 19488

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSTR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	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:			CPP20231031902	12/05/2022	12/05/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA2023102001	12/05/2022	12/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CU20231041902	12/05/2022	12/05/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC20336561802	12/05/2022	12/05/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Property			CPP20231031902	12/05/2022	12/05/2023	Per Schedule \$1000 Ded
A	Install Floater			IM20736881202	12/05/2022	12/05/2023	\$40,000 Lim/\$1000 Ded
A	Scheduled Equip			IM20736881202	12/05/2022	12/05/2023	\$333,874 Lim/\$1000 Ded

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

RE: Boiler Installation

CERTIFICATE HOLDER

CANCELLATION

Hardin County Fiscal Court P.O. Box 568 Elizabethtown, KY 42701	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 <i>Carol Coldiron</i>

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