

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-286-12-07

THIS CONTRACT is made and entered into this 7th day of **December, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Air Plus Heating and Cooling, Inc. ("Company")

WHEREAS, Company responded to advertised notices for proposals for **“Repairs, Replacement and/or Retrofit of Central Heating and/or Cooling Systems”** (the “Services”) for Hidalgo County Community Service Agency, and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, as copy of such specifications is attached hereto as Exhibit “A” respectively and incorporated herein for all purposes (the “Specifications”): and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit “A” Request for Proposals (RFP) Procurement Packet, the Commissioners Court of Hidalgo County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services within the **County of Hidalgo Community Service Agency** of Hidalgo County, Texas, This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Executive Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on December 07, 2010 and end on December 06, 2011 with the County's option to extend the contract for four (4) additional one (1) year terms.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

6. Company shall ensure that no funds under this Company are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishing to any member of its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

10. Company shall provide insurance in force on all its vehicles and all persons (Workers' Compensation) connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "G" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in Comprehensive Energy Assistance Program (CEAP) and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the Comprehensive Energy Assistance Program (CEAP) program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse.

20. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. This Contract shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: Texas Department of Housing and Community Affairs (TDHCA), from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this Contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

24. This Contract shall be governed by and construed in accordance with the laws of

the State of Texas and shall be performable in Hidalgo County.

25. Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contract terminates.

30. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age

Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

1. Meet schedules;
2. Pay any required fees or taxes; or
3. Otherwise perform in accordance with the specifications.

34. All contractors and sub-grants in excess of \$2,000 for construction or repair must comply with the Copland “anti-kickback” Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3) (the “Act”). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company.

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest

or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency (ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government-wide regulations issued by the Department o Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

- (1) obtain, reproduce, publish or otherwise use the data first produced under an award: and
- (2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. Texas Department of Housing and Community Affairs (TDHCA), the federal

grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

42. Company is required to comply with all applicable standards, order or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 7401-7671] 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

43. Exhibits "A" through "G" (attached hereto) are fully incorporated in this Contract at this point for all purposes and shall be construed as a part of this Contract.

44. **Non-Exclusive Services:** Hidalgo County reserves the right to request these Services from other sources other than "**Repairs, Replacement and/or Retrofit of Central Heating and/or Cooling Systems**" contractors and shall not be in Violation of any terms or conditions of this Agreement if Hidalgo County request the services described herein from other sources.

45. All truck or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

46. In no event shall Company be liable for special, indirect consequential, or liquidated damages for default or delay caused by the County.

WITNESS our hands in duplicate originals this ____ day of _____, 2010.

By: 

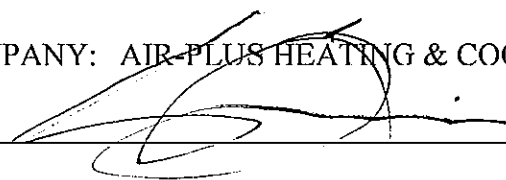
Ramon Garcia, Hidalgo County Judge

ATTEST 

Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court
on 12/7/2010

COMPANY: AIR-PLUS HEATING & COOLING, INC.

By: 

Printed Name: LEOCADIO GUERRERO

Title: PRESIDENT/OWNER

Approved on Commissioners' Court DECEMBER 07, 2010

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

By: 

EXHIBIT "A"
REQUEST FOR PROPOSALS (RFP)
PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

Air Plus

REQUEST FOR PROPOSALS (RFP) CHECKLIST
HIDALGO COUNTY COMMUNITY SERVICE AGENCY
"REPAIRS, REPLACEMENT AND/OR
RETROFIT CENTRAL HEATING AND/OR COOLING SYSTEMS"
RFP NO: 2010-286-09-22-otm

1. Request for Proposals Letter, consisting of 1 page.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit "A", Service Delivery Terms, Conditions & Product/Service Specifications consisting of pages #1 through page #4.
4. Exhibit "B", Scoring Criteria, page # 5.
5. Exhibit "C", Integrity & Financial Resources pages #6 to #7.
6. Exhibit "D", Technical Knowledge and Experience, consisting of pages #8 to #9.
7. Exhibit "E", Technical Specifications, consisting of page #10 through page #18.
8. Exhibit "F", Certification, consisting of page #19 to page #20.
9. Form "Appendix 1", consisting of 1 page.
11. Exhibit "G", Hidalgo County's Insurance Requirements, consisting of 4 pages.
12. Conflict of Interest Questionnaire (CIQ), this form must be recorded at the Hidalgo County Clerk's Office and receipt along with recorded document must be submitted with proposal, consisting of 1 page.
13. Proposer's Affidavit, consisting of 1 page.
14. Proposers/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
15. IRS W-9 Form, consisting of 4 pages.
14. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.
15. Market Volatility and Unit Price Adjustments, consisting of 2 pages.
16. Draft Contract Document, consisting of 10 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.



Martha L. Salazar, CPPB, Purchasing Agent

09-07-2010
Date



PURCHASING DEPARTMENT
County Of Hidalgo

September 07, 2010

Air-Plus Heating & Cooling, Inc.

711 E. Wisconsin Rd.

Edinburg, Texas 78539

Re: HIDALGO COUNTY
Request For Proposals -

"HIDALGO COUNTY COMMUNITY SERVICE AGENCY – REPAIRS,
REPLACEMENT AND/OR RETROFIT CENTRAL HEATING AND/OR
COOLING SYSTEMS"

RFP NO: 2010-286-09-22-otm

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

RFP NO: 2010-286-09-22-otm

BUYER: OLGA T. MONTERO

Tel. No: (956) 318-2626 x-4859

REQUEST FOR PROPOSALS

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

**“REPAIRS, REPLACEMENT AND/OR RETROFIT CENTRAL
HEATING AND/OR COOLING SYSTEMS**

SEPTEMBER 22, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2010-286-09-22

1. Sealed proposals will be received for **Hidalgo County Community Service Agency – “Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and nine (9) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2010-286-09-22-otm- Hidalgo County Community Service Agency – “Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems”**, and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, September 22, 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2010-286-09-22-otm—HIDALGO COUNTY COMMUNITY SERVICE AGENCY - “REPAIRS, REPLACEMENT AND/OR RETROFIT CENTRAL HEATING AND/OR COOLING SYSTEMS”.

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, September 15, 2010 at 5:00 p.m. Responses will be sent to all applicants by Friday, September 17, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; B. right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; C. award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. **For work to be performed and/or services to be provided or rendered at a County owned or operated location, each proposer shall visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.**
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS: (If applicable)**
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation – Hidalgo County Community Service Agency – “Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems”,
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Community Service Agency
Attn: Thelma Vasquez
P.O. Box 204
Edinburg, TX 78540
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., SEPTEMBER 22, 2010
Project/Anticipated Award Date: _____, 2010
Commence Work or Deliver Products _____, 2010

18. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~

~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or

seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. ~~Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:~~
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide all documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal
HIDALGO COUNTY COMMUNITY SERVICE –
“REPAIRS, REPLACEMENT AND/OR RETROFIT CENTRAL HEATING
AND/OR COOLING SYSTEMS”
RFP NO: 2010-286-09-22-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: AIR-PLUS HEATING & COOLING, INC.

Address: 711 E. WISCONSIN RD.

EDINBURG, TX. 78539

By: _____

Printed Name: Leocadio Guerrero, President

EXHIBIT "A"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems Proposal No. 2010-286-09-22-otm

SERVICE DELIVERY TERMS AND CONDITIONS AND PRODUCT AND SERVICE SPECIFICATIONS

CHCSA is seeking a minimum of three (3) qualified contractors' to provide services to Repair, Replacement and Retrofit of HVAC Systems in eligible low-income dwellings throughout Hidalgo County. These services are delivered pursuant to the CEAP Program and are designed to lower utility usage and promote energy conservation.

A contract, if any, awarded pursuant to this solicitation will be for one (1) year and may be extended provided all terms and conditions, except for the contract period, remain unchanged and in full force and effect. This option, if exercised, requires the mutual agreement of BOTH parties. Refusal by either party to exercise the Option to extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions, may not exceed a maximum combined period of five (5) years.

Funds for a contract, if any, resulting from this solicitation have been or are anticipated to be provided through the Texas Department of Housing and Community Affairs pursuant to the United States Department of Health and Human Services. Services under this program are contingent on CHCSA's receipt of CEAP Program funds.

Delivery of all products/services specified in this proposal shall be made to the address shown on each individual service request. Such address shall be the home occupied by an eligible CEAP program participant residing anywhere within the service area.

Delivery of all products/service specified in this proposal shall be made within 10 working days (defined as Monday through Friday except for Federal or State Holidays) or time agreed upon by said contractor and CHCSA. Exceptions to this requirement shall be allowed only in the event an eligible program participant is unavailable for service delivery scheduling (such instances must be documented and provided to CHCSA designated program staff).

Payment for Products/Services: There shall be no advance payment for products delivered and/or service provided for the successful proposer, if any, selected for contract pursuant to this procurement. Contractual payment terms and conditions, if a contract is awarded, shall specify that payment shall normally be made 45 to 60 days from the date the invoice/billing is submitted and upon agency approval.

All installations, repairs, disposals and any other service provided pursuant to this solicitation must meet applicable Federal, State and/or local codes, whichever shall be the most restrictive. Proposer shall be responsible for obtaining any required permits and payment of any required payment fee, as applicable.

All installations, repairs, and any other product or service provided pursuant to this solicitation must be guaranteed, in writing, for a minimum period of one year from the invoice date. Compressors for Central AC systems shall be warranted for a minimum period of three years.

The successful proposer, if any, shall be contractually obligated to complete any warranty work within 3 working days of notification. In life threatening situations (i.e. non-functioning heaters in winter or nonfunctioning AC's in summer and elderly or infirm clients residing in the household), the successful proposer shall be required to provide warranty work within 24 hours of notification

HVAC assessments, if any, completed pursuant to this solicitation must be completed by a licensed HVAC professional. The assessment of existing heating/cooling appliances should include at a minimum, the inspection of ductwork, refrigerant piping, electrical service, wiring, thermostat, condensate piping, flue piping, flue terminations, slabs, filter, driers, registers, grills, drain pans and evaporator coil (including heating/cooling appliance efficiency and heating appliance safety) and identification of eligible HVAC retrofit measures must be documented and submitted for agency review and approval. Proposer must complete a HVAC assessment form (see example Appendix I to this solicitation) for each HVAC assessment conducted pursuant to this solicitation.

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

MINIMUM STANDARDS

HEATING SYSTEMS

Central Heaters	Must be assessed by a HVAC professional
Electric	Condensing Unit Energy Star Rated SEER 14.5
Gas	Furnaces AFUE=.80

Ambient air within 5 feet of all existing gas or propane systems must be tested for Carbon Monoxide output during the assessment phase

COOLING SYSTEMS

Central Air	Must be assessed by a HVAC professional
	Condensing Unit Energy Star Rated SEER 14.5

DUCT SYSTEMS

Must be assessed by a HVAC professional
Must be repaired where feasible
Minimum of R8 insulation rating

ASSESSMENT OF APPLIANCE(S) MUST BE THOROUGH, ASSESSMENT FORM MUST BE COMPLETED AND MUST INCLUDE PICTURES OF THE APPLIANCE(S) ASSESSED INCLUDING DUCT SYSTEMS. IN THE EVENT, REPLACEMENT OF EXISTING CENTRAL UNIT IS RECOMMENDED, A HEATLOAD CALCULATION MUST BE INCLUDED.

WHEN HEATING AND/OR COOLING APPLIANCES ARE REPLACED, THE CLIENT MUST SURRENDER THE OLD UNIT(S) TO BE DISPOSED OF BY CONTRACTOR ACCORDING TO APPLICABLE STATE AND FEDERAL LAWS. CONTRACTOR MUST REMOVE ALL HEATING AND/OR COOLING APPLIANCES FROM THE CLIENTS' HOME AND DESTROY BEYOND REPAIR.

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

PAYMENT PROCEDURES AND GUIDELINES

THE COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY REQUIRES COMPLIANCE TO THE FOLLOWING GUIDELINES AND PROCEDURES BEFORE PURCHASE ORDERS WILL BE ISSUED TO THE CONTRACTOR:

- 1) Must not excluded client from participation due to age, color, religion, sex, national origin, age, handicap, political affiliation or belief.
 - 2) Must not accept any gifts, monetary or otherwise, from clients.
 - 3) Will accept CHCSA Notice of Payment/Purchase Order as authorization and obligation of payment and only for the amount stated on the Notice of Payment/Purchase Order.
 - 4) Will not alter the amount on Notice of Payment/Purchase Order.
-
- 5) Will contact CHCSA for prior approval should any additional repairs, replacement, size changes, etc. be required or forfeit payment if work is conducted without CHCSA prior approval. If additional work is justified, CHCSA will issue a Change Order approval to proceed.
 - 6) Will be responsible for any damage occurring to central heating and/or cooling units after it is pickup from the proper vendor.
 - 7) Will be responsible for any loss or theft occurring to the central heating and/or cooling units after it is picked up from the proper vendor.
 - 8) Will test outlet for any potential electrical problem(s). If deemed unsafe, will notify CHCSA of the problem.
 - 9) Will install central heating and/or cooling systems in location determined by CHCSA.
 - 10) Will remove existing systems from the clients' home, destroy beyond repair and dispose according to all applicable laws. Existing systems once removed cannot be retrofitted and/or sold.
 - 11) Will submit CHCSA document(s) with client signature where required.
 - 12) Will submit itemized billing/invoice of actual work performed with corresponding documentation. For audit purposes, billing must include:
 - A) Name and address of vendor
 - B) Name and signature of client
 - C) Date(s) work was performed
 - D) Detail description of work performed and associated cost
 - E) Energy Guide
 - F) CHCSA Notice of Payment/Purchase Order number
 - G) Billing total amount

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

PAYMENT PROCEDURES AND GUIDELINES con't

13) Direct all Notice of Payments/Purchase Orders to include billings/invoices and complete assessment forms (including pictures) to County of Hidalgo Community Service Agency, P.O. Box 204 Edinburg, Texas 78540. The address has been provided on the purchase order.

14) Submittal of Notice of Payments/Purchase Orders will be at contractor's discretion, keeping in mind that work must be completed within 10 days as of date of Notice of Payment/Purchase Order. All Notice of Payments/Purchase Orders must be submitted by January 31 of the following year, in order to ensure payment.

15) Payment will be made to contractor approximately forty-five (45) to sixty (60) days after receipt of original Notice of Payment/Purchase Order, with all required documentation, at CHCSA office. Prompt payment will also depend on transaction of funds from the state level to CHCSA. Nevertheless, payment is guaranteed for all Notice of Payments/Purchase Orders completed and submitted by January 31 of the following year. CHCSA will not issue Notice of Payments/Purchase Orders unless it has a contractual amount to cover said amount.

16) CHCSA is a not-for-profit entity therefore is not subject to tax charges (tax-exempt status).

17) Completion of an IRS W-9 form is required in order to prevent the withholding of thirty-one percent (31%) of all payments.



Authorized Representative Signature

9/20/10

Date

Leocadio Guerrero

Print Name of Authorized Representative

President/Owner

Title of Authorized Representative

956-381-5891

Telephone number

Lupita Guerrero

Name of Contact Person

956-381-5461

Fax number

EXHIBIT "B"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

Scoring Criteria

Points will be given to each of the contractual considerations including financial resources & integrity, bidders technical knowledge, and price of materials and labor.

Scoring Breakdown

I.	Financial Resources & Integrity	30	Points
II.	Technical Knowledge & Experience	30	Points

Proposers with a minimum score of 30 points in the Financial Resources & Integrity Section and a minimum score of 28½ in the Technical Knowledge & Experience Section will be deemed qualified for evaluation of prices as submitted. Price per item will be subject to negotiations when deemed higher than the local market average price.

III.	Material and Labor Price	40	Points
Total Possible Points		100	Points

After negotiations, the proposer with the lowest material and labor price will be awarded a maximum of 40 points. All other proposers will receive points based on the following formula:

$$\begin{array}{l} \text{Lowest proposal price} \quad \div \quad \text{proposal price} \quad \times 40 = \quad \text{points awarded} \\ \text{Example } \$1000 \quad \div \quad \$1200 = .834 \quad \times 40 = \quad 33.36 \end{array}$$

Note: A contract will be awarded to the most qualified proposer whose proposal, after negotiations, is most advantageous to CHCSA with price and other factors considered.

EXHIBIT "C"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

INTEGRITY & FINANCIAL RESOURCES

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

- I. **INTEGRITY**- Please list two references of persons or firms that you have conducted business with in the past 12 months who are familiar with your work.

*The following questions that will be asked when we contact the references.
2.5 points have been assigned to each question, only favorable responses will be receive points.
15 points maximum may be received.*

Q.1. Do they honor their prices?

*Q.2. To the best of your knowledge has this firm or person consistently
conducted their business affairs in a manner to reflect
sound business judgment?*

Q.3. Would you characterize this vendor as honest, fair and responsible?

Reference 1

Name: EVA SILVA

Address: 300 S. Closner, Edinburg, Texas 78539

Company: Capital One Phone # 956-992-8039

Corporate Phone # 956-992-8039 Corporate Fax # 956-992-8027

Reference 2

Name: LAURA MAYO

Address: 1801 S. 2nd, McAllen, Texas 78503

Company: Inter National Bank Phone # 956-664-8400

Corporate Phone# 956-664-8400 Corporate Fax # 956-632-5442

EXHIBIT "C" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

INTEGRITY & FINANCIAL RESOURCES con't

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

II. FINANCIAL RESOURCES- Please answer the following questions.

*2.5 points have been assigned to each question, only favorable responses will receive points.
15 points maximum may be received.*

A. Does your firm/company have the financial capabilities to provide materials up to a maximum of thirty (30) days before receiving payment?

YES [] NO

Please submit a copy of your firm's most recent (within the last 12 months) financial statement.

No Exceptions (2 part question-1.25 pts per part)

B. Will you hold material until we are ready to pick-up/install?

YES [] NO

C. Are you or have you been involved in a Chapter 13 bankruptcy proceeding?

[] YES NO

D. Are there any liens against your firm/company?

[] YES NO

E. Are there any lawsuits against your firm/company?

[] YES NO

F. Have any complaints been filed against your firm with the Better Business Bureau?

[] YES NO

If yes, describe the nature of the complaint and its resolution.

EXHIBIT "D" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

TECHNICAL KNOWLEDGE AND EXPERIENCE con't

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

II. LENGTH OF EXPERIENCE - *1 point has been assigned for each year
5 points maximum may be received*

State the number of years you have done professional heating and cooling work or general contracting work.
18 years

III. GENERAL - *1 point maximum has been assigned*

Are you a "Certified HUB" minority-owned or women-owned enterprise? yes

EXHIBIT "D"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

TECHNICAL KNOWLEDGE AND EXPERIENCE

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

I. TECHNICAL KNOWLEDGE -List three work references of persons or firms for whom you have worked as a contractor to perform heating and cooling work such as:

Assessing heating and cooling systems
including duct systems

Installing central heating and cooling units

Repair and/or installing duct systems

Repair of central heating and cooling systems

The following questions will be asked when we contact the references.

2 points has been assigned to each question, only favorable response will receive points.

24 points maximum may be received.

- 1) *Is the quality of work of this firm or person satisfactory or poor? (2 part question-1pt for each part)
If satisfactory, specify in what way.
If not satisfactory, specify in what way.*
- 2) *Has this firm or person been timely in completing projects?*
- 3) *Has this firm or person's crew operated, to the best of your knowledge,
with good behavior at work sites?*
- 4) *If the occasion arose, would you subcontract again with this firm or person
to do a job for you?*

Reference 1

Name: FRANK CEPEDA Phone#: 956-631-3067
Address: 1305 E. Nolana, Suite G, McAllen, Tx. 78501 Fax#: 956-631-4683
Company: FRC CONSTRUCTION

Reference 2

Name: RONNIE CRUZ Phone#: 956-682-5022
Address: 605 E. VIOLET, SUITE 5, McALLEN, TX. 78501 Fax#: 956-682-5089
Company: ALLIED ENTERPRISES

Reference 3

Name: ABEL CANTU Phone#: 956-968-6400
Address: 1015 N. TEXAS BLVD., SUITE 20B, WESLACO, TX Fax# 956-968-8444
Company: ITHACA INVESTMENTS

EXHIBIT "E"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

A. Labor for Central Heating and Cooling Systems

TECHNICAL SPECIFICATIONS

1. **HVAC Assessment.** HVAC assessments, if any, completed pursuant to this solicitation must be completed by a licensed HVAC professional. The assessment of existing heating/cooling appliances should include, at a minimum, the inspection of ductwork, refrigerant piping, electrical service, wiring, thermostat, condensate piping, flue piping, flue terminations, slabs, filter, driers, registers (temperature), grills, drain pans and evaporator coil (including heating/cooling appliance efficiency and heating appliance safety). Assessments must be documented and submitted for agency review and approval. A carbon monoxide test must be conducted and results provided to the Agency for every gas unit assessed pursuant to this solicitation. A HVAC assessment form (see example Appendix 1 to this solicitation) must be completed for each HVAC assessment conducted pursuant to this solicitation. Assessment must include photograph of appliances and ducts assessed.
2. **HVAC Assessment/Service call cost** will only be paid if central system does not receive additional services. In the event that cleaning, repair, retrofit, or replacement services are required, the HVAC Assessment/Service Call fee will be credited to the overall cost of the cleaning, repair, retrofit or replacement cost.
3. **Heat Load Calculation (Manual J).** International Residential Codes (IRC) require that HVAC systems be properly sized. Proper sizing is critical to achieving the rated efficiency of air conditioning equipment and maintaining control of humidity (www.energycodes.gov/implementation/case_studies/texas/stm). A heat load calculation will be required for each central unit replacement (condensing unit and/or air handler) recommended as a result of the assessment. Required data must be collected by selected contractor (s) on site, blueprints are not available therefore will not be provided. Upon qualification bidders will be required to submit a sample of a heat load calculation. Contractor is required to use same software used in the sample heat load throughout the contract period and any extension thereof.
4. **Any additional repairs, replacement, size changes, etc., incurring extra cost must be authorized by CHCSA through a Change Order process before contractor can proceed.**
5. No separate mileage charge is permitted, must be included in assessment/service call fee.

OPENED

9/22/2010
9:44am

Witnessed

J.A.

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems

Proposal No. 2010-286-09-22-otm

A1. Assessment			
Item	Labor	Quantity*	Grand Total
1. HVAC Assessment Fee/Service Call	\$ 70.00	X 300	= \$ 21,000.00
2. Heat Load Calculation (Manual J) (whole house)	\$ 175.00	X 100	= \$ 17,500.00

A2. Labor for Central Heating and Cooling Systems

Appliance	Labor	Quantity*	Grand Total
3. Central Unit AC repair (Labor Only)	\$ 60.00	X 5	= \$ 300.00
4. Central Electric Furnace Repair (Labor Only)	\$ 60.00	X 5	= \$ 300.00
5. Central Gas Furnace Repair (Labor Only)	\$ 60.00	X 5	= \$ 300.00

*QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY

Total for Section A Items 1-5	Labor \$ 425.00	Grand Total \$ 39,400.00
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PLEASE ENSURE TOTALS ARE ACCURATE

Please refer to Exhibit B

for negotiated pricing

EXHIBIT "E" con't.

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

- B. Complete Central Heating and Cooling Systems
- C. Cleaning of Central Heating and Cooling Systems
- D. Miscellaneous Items

TECHNICAL SPECIFICATIONS

1. Product information. Upon qualification bidders will be required to submit technical specifications for HVAC items. **BIDDER'S SUBMISSION MUST INCLUDE WARRANTY INFORMATION, A 1-800 SERVICE NUMBER FOR THE USE OF CLIENTS AND/OR AGENCY STAFF AND DOCUMENTATION THAT THE PROPOSED PRODUCT MEETS MINIMUM EFFICIENCY REQUIREMENTS.**
2. Product Installation-HVAC must be placed to city or local codes. Contractor will be responsible for delivery of the new unit, installation, removing old unit, and recapturing Freon according to code. Proper ventilation must be addressed for combustion units. Installation must include instructions to client as to operation, including lighting instruction, and demonstration. A carbon monoxide test must be conducted and results provided to the Agency for every gas unit installed pursuant to this solicitation.
3. Equipment: Condensing Unit must be Energy Star Rated SEER 14.5, Stand Alone Gas furnaces must meet AFUE rating of .80
4. All Duct Repair/Replacement must have a minimum R8 insulation rating.
5. Cleaning: Part to be cleaned must be removed, cleaned thoroughly and reinstalled.
6. Price should include installation of new appliance, removal and disposal of original unit.
7. Any additional repairs, replacement, size changes, etc., incurring extra cost must be authorized by CHCSA through a Change Order process before contractor can proceed.

*Please refer to Exhibit B
for negotiated pricing*

OPENED

9-22-2010

9-22-2010

Witnessed

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

B. Complete Central Heating and Cooling Systems

Page 1

Appliance	Materials	Labor	Total	Quantity*	Grand Total
The following must include all material and labor to install a COMPLETE central system (duct work or replacement excluded)					
<u>CLOSET</u>					
1. Install 1.5 ton complete Central Unit	\$ 1,580.00	\$ 675.00	\$ 2,255.00	X 10	=\$ 22,550.00
2. Install 2 ton complete Central Unit	\$ 1,798.00	\$ 675.00	\$ 2,473.00	X 15	=\$ 37,095.00
3. Install 2.5 ton complete Central Unit	\$ 1,858.00	\$ 675.00	\$ 2,533.00	X 15	=\$ 37,995.00
4. Install 3 ton complete Central Unit	\$ 2,075.00	\$ 675.00	\$ 2,750.00	X 15	=\$ 41,250.00
5. Install 3.5 ton complete Central Unit	\$ 2,199.00	\$ 675.00	\$ 2,874.00	X 15	=\$ 43,110.00
6. Install 4 ton complete Central Unit	\$ 2,499.00	\$ 675.00	\$ 3,174.00	X 10	=\$ 31,740.00
7. Install 5 ton complete Central Unit	\$ 2,795.00	\$ 675.00	\$ 3,470.00	X 10	=\$ 34,700.00
<u>ATTIC</u>					
8. Install 1.5 ton complete Central Unit	\$ 1,580.00	\$ 825.00	\$ 2,405.00	X 10	=\$ 24,050.00
9. Install 2 ton complete Central Unit	\$ 1,798.00	\$ 825.00	\$ 2,623.00	X 15	=\$ 39,345.00
10. Install 2.5 ton complete Central Unit	\$ 1,858.00	\$ 825.00	\$ 2,683.00	X 15	=\$ 40,245.00
11. Install 3 ton complete Central Unit	\$ 2,073.00	\$ 825.00	\$ 2,898.00	X 15	=\$ 43,470.00
12. Install 3.5 ton complete Central Unit	\$ 2,199.00	\$ 825.00	\$ 3,024.00	X 15	=\$ 45,360.00
13. Install 4 ton complete Central Unit	\$ 2,499.00	\$ 825.00	\$ 3,324.00	X 10	=\$ 33,240.00
14. Install 5 ton complete Central Unit	\$ 2,795.00	\$ 825.00	\$ 3,620.00	X 10	=\$ 36,200.00

Please refer to Exhibit B

OPENED

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

EXHIBIT 'E' con't

9:44 AM

9-22-2010

Witnessed

B. Complete Central Heating and Cooling Systems (con't)

Page 2

Item	Materials	Labor	Total	Quantity	Grand Total
The following must include all material and labor to install a COMPLETE central system (duct work or replacement excluded)					
<u>Electric/Gas Furnace unit</u>					
15. Install 1.5 ton complete Central Unit	\$ 1,146.00	\$ 675.00	\$ 2,421.00	X 5	= \$ 12,105.00
16. Install 2 ton complete Central Unit	\$ 1,798.00	\$ 675.00	\$ 2,473.00	X 5	= \$ 12,365.00
17. Install 2.5 ton complete Central Unit	\$ 1,959.00	\$ 675.00	\$ 2,634.00	X 5	= \$ 13,170.00
18. Install 3 ton complete Central Unit	\$ 2,259.00	\$ 675.00	\$ 2,934.00	X 5	= \$ 14,670.00
19. Install 3.5 ton complete Central Unit	\$ 2,288.00	\$ 675.00	\$ 2,963.00	X 5	= \$ 14,815.00
20. Install 4 ton complete Central Unit	\$ 2,316.00	\$ 675.00	\$ 2,991.00	X 5	= \$ 14,955.00
21. Install 5 ton complete Central Unit	\$ 2,584.00	\$ 675.00	\$ 3,259.00	X 5	= \$ 16,295.00

*QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY

Total for Section B
Items 1-21

Material \$44,556.00 Labor \$15,225.00 Total \$59,781.00 Grand Total \$ 608,725.00

PLEASE ENSURE TOTALS ARE ACCURATE

Please refer to Exhibit B
for materials pricing

OPENED

9/28/2010
9-28-2010

Witnessed

[Signature]

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

C. Cleaning of Central Heating and Cooling Systems
and Window Air Conditioning Units and Heat Pumps

Item	Labor	Quantity*	Grand Total
1). Evaporative Coil (removed, cleaned and replaced)			
a). Closet Location	\$ 250.00	X 15	= \$ 3,750.00
b). Attic Location	\$ 350.00	X 15	= \$ 5,250.00
2). Blower Fan (removed, cleaned and replaced)			
a). Closet Location	\$ 175.00	X 15	= \$ 2,625.00
b). Attic Location	\$ 275.00	X 15	= \$ 4,125.00
3). Condenser Coil Only			
	\$ 195.00	X 15	= \$ 2,925.00
4). Return Air (Attic Location)			
	\$ 55.00	X 10	= \$ 550.00
5). Window Air Conditioning Unit Cleaning			
	\$ 95.00	X 25	= \$ 2,375.00
6). Window Heat Pump Unit Cleaning			
	\$ 95.00	X 5	= \$ 475.00
*QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY			
Total for Section D Items 1-6	Labor \$ 1,490.00	Grand Total \$	22,075.00

PLEASE ENSURE TOTALS ARE ACCURATE

Please refer to Exhibit B

OPENED

9:44AM

9-22-2010

Witnessed

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

D. Miscellaneous Items
Page 1

Item	Materials	Labor	Total	Quantity*	Grand Total
Miscellaneous					
1. Install Digital heating/cooling thermostat Energy Star Rated (logo displaced)	\$ 60.00	\$ 50.00	\$ 110.00	X 28	=\$ 2,750.00
2. Electrical Whip for Condenser	\$ 20.00	\$ 50.00	\$ 70.00	X 5	=\$ 350.00
3. Drip pan for Central System	\$ 45.00	\$ 50.00	\$ 95.00	X 5	=\$ 475.00
4. Install Condenser pad	\$ 28.00	\$ 50.00	\$ 78.00	X 5	=\$ 390.00
5. Install return air grill and new filter	\$ 45.00	\$ 50.00	\$ 95.00	X 5	=\$ 475.00
6. 2" duct board (per sheet)	\$ 78.00		\$ 78.00	X 100	=\$ 7,800.00
7. Labor to install duct board (per hour)		\$ 69.50	\$ 69.50	X 10	=\$ 695.00
8. Install R-22 Freon only. (per lb.)	\$ 16.50		\$ 66.50	X 5	=\$ 332.50
9. Install R-410A Freon only. (per lb.)	\$ 16.50		\$ 66.50	X 10	=\$ 665.00
10. Duct Repair (Labor Only)		\$ 45.00	\$ 45.00	X 10	=\$ 450.00

Please refer to Exhibit B

For more information

OPENED

9:44 am
9-22-2010

Witnessed

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

D. Miscellaneous Items
Page 2

Item	Materials	Labor	Total	Quantity	Grand Total
11. Mastic (per gallon)	\$ 20.00		\$ 20.00	X 100	=\$ 2,000.00
12. Metal Duct Tape (per roll) UL-181 2.5	\$ 16.50		\$ 16.50	X 100	=\$ 1,650.00
13. Increase the size of the return air	\$ 123.00	\$ 90.00	\$ 213.00	X 5	=\$ 1,065.00
14. Natural Gas to Propane Converter	\$ 75.00	\$ 90.00	\$ 165.00	X 5	=\$ 825.00
15. Resizing of closet to accommodate larger air handler		\$ 500.00	\$ 500.00	X 5	=\$ 2,500.00

*QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY

Total for Section C
Items 1-15

Material \$ 543.50 Labor \$ 1,144.50 Total \$ 1,688.00

Grand Total \$ 22,422.50

PLEASE ENSURE TOTALS ARE ACCURATE

Please refer to Exhibit B

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

PROPOSAL SHEET TOTALS

Please place the totals from the previous sections in the spaces provided below.

Assessment (Service Call)/Labor Item #1-5	Section A Grand Total \$	39,400.00
Complete Central Heating & Cooling Units Item #1-21	Section B Grand Total \$	608,725.00
Cleaning of Central Heating & Cooling Units Item #1-6	Section C Grand Total \$	22,075.00
Miscellaneous Item # 1-15	Section D Grand Total \$	22,422.50

Total Price Section A-D Grand Total \$ 692,622.50
PLEASE ENSURE TOTALS PER SECTION ARE ACCURATE

9:44am
9-22-2010

Witnessed

Proposer Signature: _____ Date: 9/20/10

C:/procurement/2010/centraluni/proposal.doc/tv 18 August 2010

Please refer to Exhibit B

EXHIBIT "F"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

CERTIFICATION

Contractor and Company Name: Other Company Names or DBA's	AIR-PLUS HEATING & COOLING, INC.
SSN or Employer's Federal ID Number	74-2909990
Mailing Address:	711 E. WISCONSIN RD., EDINBURG, TX. 78539
Telephone: e-mail	956-381-5891 airplushvac@yahoo.com
FAX:	956-381-5461

I understand that Contractors and subcontractors must not be debarred, suspended, or ineligible according to the US General Services Administration's List of Parties Excluded from Federal Procurement or Non Procurement Programs.

I understand that I must carry adequate general liability and worker's compensation insurance. This insurance must be applicable to work done in Hidalgo County and must be in effect during the entirety of the contract period. Evidence of such insurance must be presented prior to the execution of the contract.

I understand that all work must be completed according to the Texas Department of Housing and Community Affairs and CHCSA's guidelines and conform to all applicable codes and general specifications.

I certify that I am not a board member, officer, employee or former employee or agent of CHCSA nor am I a family member, spouse of a board member, officer, employee or agent of CHCSA.

I have been provided a copy of the heating and cooling Request for Proposal package, reviewed the documents, and certify that all work completed will meet or exceed these standards and specifications.

I understand that I cannot alter any work without authorization from CHCSA.

I agree to provide CHCSA a sixty (60) day no interest charge for payment. Payments are made as individual units are totally completed and complete documentation is submitted.

I agree to provide proposed services without frequent delays.

EXHIBIT "F" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-286-09-22-otm

CERTIFICATION con't

I understand that I must provide a one-year warranty on all work and that failure to complete warranty work may result in debarment from future heating and cooling contracts.

I understand that I must complete all work within the time period specified in the contract.

I understand that frequent client complaints will be just cause for contract termination.

I understand that failure to comply with contract requirements will be just cause for contract termination and will result in debarment from future heating and cooling contracts.

I will abide by the Texas Department of Housing and Community Affairs regulations pertaining to equal employment opportunity.

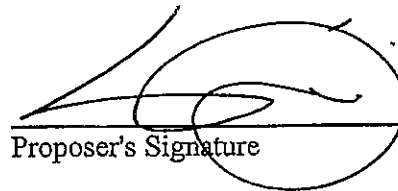
I understand that selected contractor(s) may be required to undergo background and credit verification prior to execution of contract.

I understand that CHCSA reserves the right to reject any and all Request for Proposals.

No member, officer, agency or employees of CHCSA shall be personally liable concerning any matters arising out of or in relation to the commitment of heating and cooling funds with regards to feasibility or validity of the proposed subject.

I hereby certify that prices quoted in Exhibit E shall be the delivered price at any work site within the stated service delivery area (Hidalgo County) and shall include all packaging, handling shipping and delivery charges. I understand that County of Hidalgo Community Service Agency is exempt from state and local taxes and have therefore not included taxes in the pricing provided herein. I acknowledge that these prices must remain in effect throughout the original contract period and each extension period mutually agreed upon thereafter. I further certify that the quoted materials meet the specifications contained in this quotation document and will provide proof of same immediately upon request made by CHCSA.

LEOCADIO GUERRERO
Proposer's Name (please print)



Proposer's Signature

9/20/10
Date

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 CEAP HEATING/COOLING ASSESSMENT FORM
 CENTRAL HEATING AND COOLING SYSTEMS

Appendix 1

Client Name: _____

Central Air Condition Unit

Manufacturer: _____	Model #: _____
BTU's: _____	Serial #: _____
Volts/Amps _____	Year: _____
House Sq. Ft. _____	SEER: _____
Unit Clean: _____	Location: _____

Overall Condition: Good Fair Poor
 (If Fair or Poor, provide detail description)

Recommendation: Retrofit Repair Replace* Clean None

Central Heat/Furnace Natural Gas Electric Propane

Manufacturer: _____	Model #: _____
BTU's _____	Serial #: _____
Input/Output: _____	Year: _____
AFUE: _____	Volts/Amps: _____
Burner Cond: _____	CO Reading: _____
Heater Exchanger Cond: _____	Location: _____
Heater OK _____	If closet, size of closet: _____
Thermostat Working: _____	Filter Present: _____
	Filter Condition: _____
	Blower Fan Clean: _____
	Evaporator Coil Clean: _____

Overall Condition: Good Fair Poor
 (If Fair or Poor, provide detail description)

Recommendation: Retrofit Repair Replace* Clean None

CA/CH Ductwork Location: Attic Floor

Duct Type	Flex	Sheetmetal	Ductboard
Are Duct Properly Sized:	Diameter: _____	Length: _____	If no, explain below in Overall Condition
Are Ducts Insulated:	If yes, give R-Value: _____		
Are Ducts Disconnected:	If yes, give Location: _____		
Plenum Sealed:	Return Air Clean: _____		
Return Air Sealed:	Is Return Air the right size: _____		
Return Air Temperature?	If not, what is the correct size: _____		

Overall Condition: Good Fair Poor
 (If Fair or Poor, provide detail description)

Recommendation: Retrofit Repair Replace Clean None

Assessor: _____	Assessment Date: _____
Office Use Only	
Approved By: _____	Date: _____

Photographs of existing systems are required with assessment form *ATTACH HEAT LOAD

EXHIBIT "G"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than
Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input type="checkbox"/> GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
C	<input type="checkbox"/> EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	<input type="checkbox"/> OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, Leocadio Guerrero, authorized representative for AIR-PLUS HEATING & COOLING, INC.
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$ 500,000.00 General Liability: \$ 1,000,000.00

- have already been met, see attached copy of insurance certificate.

[Signature]
Authorized Representative

9/20/10

Date

Notice to Bidder:

certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

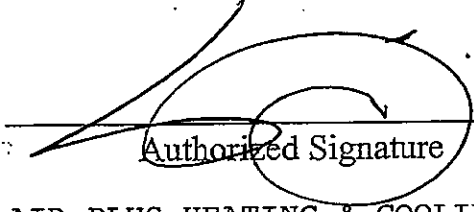
PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, LEOCADIO GUERRERO, possess all of the APPLICABLE:

1. Licenses: Air Conditioning Contractor License.
2. Bonds: City.
3. Certificates: Indoor Air Quality Asso. certified - Res-Light Commercial & Air Balance.
4. Permits: City.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.



Authorized Signature

9/20/10

Date

AIR-PLUS HEATING & COOLING, INC.

Company

711 E. WISCONSIN RD.

Address

EDINBURG, TX. 78539

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

2139078

1 Name of person who has a business relationship with local governmental entity.

Air-Plus Heating + Cooling, Inc

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Leocadio Guerrero, President

9/20/10

Date

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk

On: Sep 20, 2010 at 11:31A

As a Recording

Document Number: 2139078
Total Fees : 16.00

Receipt Number - 1146794
By,
Tania Rivera, Deputy

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

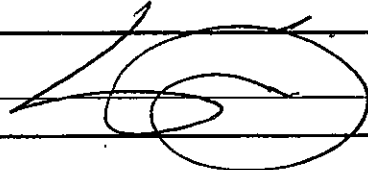
Affiant, LEOCADIO GUERRERO, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title:  President/Owner

Subscribed and sworn to before me this 17th day of September, 2010.

Betty Mendoza

Notary Public

My commission expires: April 29, 2012, 2010.



HIDALGO COUNTY PURCHASING DEPARTMENT Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: <u>Air-Plus Heating & Cooling, Inc.</u> Telephone No. (956) 381-5891	
dba Name:	
Legal Name:	
Mailing Address: 711 E. Wisconsin Rd. Fax No. (956) 381-5461	
Physical Address: 711 E. Wisconsin Rd.	
City, State, Zip Edinburg, Tx. 78539 Tax I.D. No. 74-2909990	
Remit to Address: P.O. Box 261 City, State, Zip Edinburg, Tx. 78540	
E-Mail Address: airplushvac@yahoo.com	
Representative(s) Name(s) & Title(s) <u>Leocadio Guerrero, President/Owner</u>	
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify _____	
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. <u>74-2909990</u>	
State of Incorporation: <u>Texas</u> Date: <u>2/9/99</u> Other: _____	
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input checked="" type="checkbox"/> Other, Specify <u>Air-Conditioning Contractor</u>	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Leocadio Guerrero, President/Owner</u>	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business:	Disadvantaged Business (At Least 51% Ownership)
<ul style="list-style-type: none"> • Less than 125,000 annual gross receipt • Less than 250,000 annual gross receipt • <input checked="" type="checkbox"/> Less than 499,000 annual gross receipt • More than 500,000 annual gross receipt 	<ul style="list-style-type: none"> • Black American • <input checked="" type="checkbox"/> Hispanic American • Asian Pacific American • Native American • Women • Other
Have you been certified as a HUB or an MBE/WBE source?: <input checked="" type="checkbox"/> Yes • <input type="checkbox"/> No	
Indicate Certification No.(s): <u>1742909990000</u> or are Certificate(s) attached?: <input checked="" type="checkbox"/> Yes • <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?: <u>Central Air & Heat Installation, Service and Repairs.</u>	
Would you like to be provided with specifications for procurements of such products?: <input checked="" type="checkbox"/> Yes • <input type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____	

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes • No

If yes, by whom?: Texas Building & Procurement Commission • Other _____

Indicate Certification No(s) 1742909990 ⁰⁰⁰ or Are Certificate(s) Attached?: Yes • No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above
Air-Plus Heating & Cooling, Inc.

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
711 E. Wisconsin Rd.

City, state, and ZIP code
Edinburg, Texas 78539

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
7	4	2	9	0	9	9	9	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4)

Sign Here Signature of U.S. person ▶  Date ▶ **9/20/10**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,

or

- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 5045(i)), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

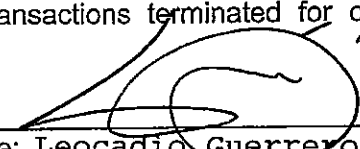
Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: Leocadio Guerrero
Title: President/Owner
Telephone Number: 956-381-5891
Date: 9/20/10

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification

to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
 - 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.
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THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

DRAFT

**SERVICE CONTRACT
C-10-286-00-00**

THIS CONTRACT is made and entered into this _____ day of _____, 2010 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and . ("Company") a Corporation.

WHEREAS, Company responded to advertised notices for proposals for **"Repairs, Replacement and/or Retrofit of Central Heating and/or Cooling Systems"** (the "Services") for Hidalgo County Community Service Agency, and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, as copy of such specifications is attached hereto as Exhibit "A" respectively and incorporated herein for all purposes (the "Specifications"): and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Proposals (RFP) Procurement Packet, the Commissioners Court of Hidalgo County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services within the County of Hidalgo Community Service Agency of Hidalgo County, Texas, This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Executive Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on _____, 2010 and end on _____, 2011 with the County's option to extend the contract for four (4) additional one (1) year terms.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

6. Company shall ensure that no funds under this Company are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishing to any member of its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

10. Company shall provide insurance in force on all its vehicles and all persons (Workers' Compensation) connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "G" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in Comprehensive Energy Assistance Program (CEAP) and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the Comprehensive Energy Assistance Program (CEAP) program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse.

Company shall immediately notify the County of any identified instances of waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

15. Company may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

16. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

17. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

18. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the manner of performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

19. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company:

20. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. This Contract shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: Texas Department of Housing and Community Affairs (TDHCA), from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this Contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

24. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

25. Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contract terminates.

30. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

1. Meet schedules:
2. Pay any required fees or taxes; or
3. Otherwise perform in accordance with the specifications.

34. All contractors and sub-grants in excess of \$2,000 for construction or repair must comply with the Copland "anti-kickback" Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3) (the "Act"). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company.

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or

gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency (ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

- (1) obtain, reproduce, publish or otherwise use the data first produced under an award: and
- (2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. Texas Department of Housing and Community Affairs (TDHCA), the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

42. Company is required to comply with all applicable standards, order or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 7401-7671] 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

43. Exhibits "A" through "G" (attached hereto) are fully incorporated in this Contract at this point for all purposes and shall be construed as a part of this Contract.

44. **Non-Exclusive Services:** Hidalgo County reserves the right to request these Services from other sources other than **"Repairs, Replacement and/or Retrofit of Central Heating and/or Cooling Systems"** contractors and shall not be in Violation of any terms or conditions of this Agreement if Hidalgo County request the services described herein from other sources.

WITNESS our hands in duplicate originals this ____ day of _____, 2010.

By: _____

Rene A. Ramirez, Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____

Printed Name: _____

Title: _____

Approved on Commissioners' Court _____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

AIR PLUS HEATING & COOLING, INC.
 STATEMENTS OF ASSETS, LIABILITIES, AND EQUITY - INCOME TAX BASIS
 DECEMBER 31, 2009

ASSETS

CURRENT ASSETS:

CASH ON HAND	\$	1,020.22
CAPITAL ONE - 3820348337		(26,586.51)
A/R GUERRERO INVESTMENTS		3,338.81
A/R - TRADE		349,700.30
INVENTORY		55,000.00

TOTAL CURRENT ASSETS:

\$ 382,472.82

PROPERTY & EQUIPMENT:

MACHINERY & EQUIPMENT		35,350.59
OFFICE FURN & EQUIPMENT		1,845.00
VEHICLES		233,804.75
LEASEHOLD IMPROVEMENTS		8,281.45
ACCUMULATED DEPRECIATION		(182,232.03)

TOTAL PROPERTY & EQUIPMENT:

97,049.76

TOTAL ASSETS

\$ 479,522.58

SEE ACCOUNTANT'S REPORT

AIR PLUS HEATING & COOLING, INC.
 STATEMENTS OF ASSETS, LIABILITIES, AND EQUITY - INCOME TAX BASIS
 DECEMBER 31, 2009

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:

A/P - TRADE	\$	95,837.44
PAYROLL TAX LIABILITIES		2,607.88

TOTAL CURRENT LIABILITIES:		\$ 98,445.32
----------------------------	--	--------------

LONG-TERM DEBT:

N/P - CITIFINANCIAL AUTO		3,310.10
N/P - TOYOTA FINANCIAL		7,636.22

TOTAL LONG-TERM DEBT:		10,946.32
-----------------------	--	-----------

EQUITY:

RETAINED EARNINGS		85,596.09
COMMON STOCK		1,000.00
EXCESS PAID CAPITAL		127,179.88
CURRENT YEAR EARNINGS		156,354.97

TOTAL EQUITY:		370,130.94
---------------	--	------------

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		\$ 479,522.58
--	--	---------------

SEE ACCOUNTANT'S REPORT

AIR PLUS HEATING & COOLING, INC.
STATEMENT OF REVENUES AND EXPENSES - INCOME TAX BASIS
FOR THE YEAR ENDED DECEMBER 31, 2009

	Year to Date	
	Actual	Percent
REVENUES:		
SALES	\$1,459,479.48	100.0
* TOTAL REVENUES:	1,459,479.48	100.0
COST OF SALES:		
COST OF GOOD SOLD	742,109.22	50.8
SUBCONTRACTORS - JOBS	68,551.54	4.7
* TOTAL COST OF SALES:	810,660.76	55.5
* GROSS MARGIN ON SALES	648,818.72	44.5
OPERATING EXPENSES:		
ADVERTISING	1,141.00	0.1
AUTOMOBILE EXPENSE	17,198.58	1.2
INTEREST & BANK CHARGES	3,425.08	0.2
COMMISSIONS	1,748.18	0.1
DEPRECIATION EXPENSE	8,291.00	0.6
DUES & SUBSCRIPTIONS	200.00	0.0
EMPLOYEE BENEFITS	2,000.00	0.1
INSURANCE - HEALTH	18,029.61	1.2
INSURANCE - AUTO	13,047.80	0.9
INSURANCE - LIABILITY	10,422.18	0.7
PERMITS & LIC FEES - JOBS	1,863.23	0.1
OFFICE EXPENSE	11,270.61	0.8
LICENSES & PERMITS	290.46	0.0
PROFESSIONAL FEES	6,555.00	0.4
RENT - BUILDING	12,500.00	0.9
REPAIRS & MAINTENANCE	2,839.07	0.2
RETIREMENT / IRA PLAN	5,117.85	0.4
TELEPHONE	8,649.85	0.6
UNIFORMS	220.00	0.0
UTILITIES	4,850.30	0.3
SALARIES & WAGES	317,250.57	21.7
SUPPLIES/TOOLS	4,853.69	0.3
TAXES - FRANCHISE	4,799.73	0.3
TAXES - SALES TAXES	8,235.67	0.6
TAXES - PAYROLL	27,574.76	1.9
NON-DEDUCTIBLE PENALTIES	89.53	0.0
* TOTAL OPERATING EXPENSES:	492,463.75	33.7
* NET OPERATING INCOME	156,354.97	10.7
* NET INCOME	\$ 156,354.97	10.7

SEE ACCOUNTANT'S REPORT

STATE OF TEXAS

LEOCADIO GUERRERO

AIR CONDITIONING &
REFRIGERATION CONTRACTOR

AIR PLUS HEATING & COOLING INC

LIC.# TA CLB12033C
EXPIRES 11/06/2010



TEXAS DEPARTMENT OF LICENSING AND REGULATION

State of Texas
Historically Underutilized Business
Certification and Compliance Program



The Texas Building & Procurement Commission (TBPC),
hereby certifies that

AIR-PLUS HEATING & COOLING, INC.

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB)
Certification and Compliance Program to be recognized as a HUB.

This certificate, printed 13-June-2007, supersedes any registration and certificate previously issued by the TBPC's HUB Certification and Compliance Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the TBPC's HUB program in writing. The Commission reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number: 1742909990000
File/Vendor Number: 29544
Approval Date: 20-APR-2007
Expiration Date: 20-APR-2011

Paul A. Gibson
HUB Certification & Compliance Manager
Texas Building & Procurement Commission
(512) 305-9071

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.tbpc.state.tx.us>) or by contacting the TBPC's HUB Certification and Compliance Program at (888) 863-5881 or (512) 463-5872.

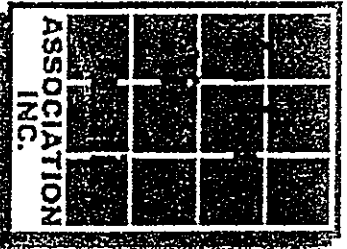
INDOOR AIR QUALITY ASSOCIATION
2005 INDIVIDUAL MEMBERSHIP CERTIFICATE

THIS DOCUMENT IS TO CERTIFY THAT

Leo Guerrero

Membership ID #2511

IS A MEMBER IN GOOD STANDING AND ENTITLED TO ALL
RIGHTS & PRIVILEGES OF ASSOCIATION MEMBERSHIP



A handwritten signature in black ink, appearing to read "Glenn E. Redman".

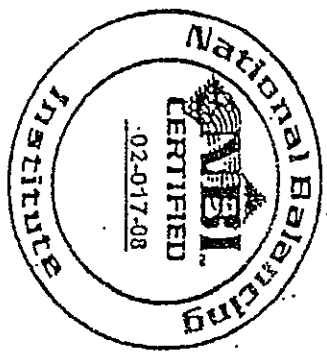
Glenn E. Redman, Executive Director

**GERTIFIED RESIDENTIAL AND LIGHT COMMERCIAL
AIR BALANCING AND DIAGNOSTIC TECHNICIAN**

LEOCADIO GUERRERO

Has successfully participated in the training and passed a required written examination by the
NATIONAL BALANCING INSTITUTE
to perform HVAC airflow diagnostics and air balancing for residential
and light commercial systems according to NBI standards and practices.

February 27, 2002



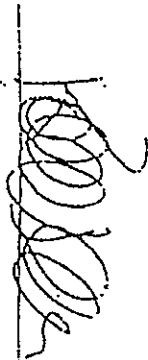

Rob Falke, National Balancing Institute

EXHIBIT "B"

COUNTY OF HIDALGO

Community Service Agency



*Adm: (956) 383-6250
Fax: (956) 380-4324*

2524 N. Closner / P.O. Box 204

Edinburg, TX 78540

November 22, 2010

Ms. Marty L. Salazar
Hidalgo County Purchasing Agent
Purchasing Department
County of Hidalgo
Edinburg, Tx 78539

REF: Request for Proposal #2010-286-09-22-otm

Dear Ms. Salazar:

Please be advised that the final result of County of Hidalgo Community Service Agency's Request for Proposal is as follows:

Air Plus Heating and Cooling, Inc. met the minimum score of 58½ points for qualification therefore CHCSA proceeded to review the prices submitted. Several prices submitted were significantly higher than the market average. CHCSA conducted negotiations with Air Plus Heating and Cooling, Inc. and have determined, with our funding source, Texas Department of Housing and Community Affairs approval that the negotiated prices attached are acceptable. Please note that CHCSA will reject prices for the HVAC assessment, Resizing of the closet, and for the Electric/gas furnace.

Air Plus Heating and Cooling, Inc.'s scored the total one hundred (100) points available.

Upon Commissioner's Court approval, CHCSA is prepared to enter into a contract with Air Plus Heating and Cooling, Inc. for one (1) year with the option to renew in one (1) year increments for combined period not to exceed a maximum five (5) years.

Thank you for your assistance in this matter. Should you have any questions, please contact me at (956) 383-6250 ext 12.

Should you have any questions, please contact me at (956) 383-6250 ext 12.

Respectfully,

Maribel Navarro-Saenz
Executive Director

Client Information: (956) 383-6240

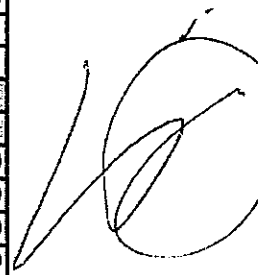
An Equal Opportunity Employer

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY

2010

AIR PLUS

ITEM	PER	2010 PRICES	Negotiated Price
HEAT LOAD CALCULATION	each	\$175.00	\$175.00
A2. APPLIANCE			
CENTRAL UNIT AC REPAIR (LABOR)	per hr	\$60.00	\$58.00
CENTRAL ELECTRIC FURNACE REPAIR (LABOR)	per hr	\$60.00	\$58.00
CENTRAL GAS FURNACE REPAIR (LABOR)	per hr	\$60.00	\$60.00
MISCELLANEOUS			
INSTALL DIGITAL HEATING/COOLING THERMOSTAT	EACH	\$110.00	\$105.00
ELECTICAL WHIP FOR CONDENSER	EACH	\$70.00	\$80.00
DRIP PAN FOR CENTRAL SYSTEM	EACH	\$95.00	\$130.00
INSTALL CONDENSER PAD	EACH	\$78.00	\$105.00
INSTALL RETURN AIR GRILL & NEW FILTER	EACH	\$95.00	\$105.00
DUCTS			
2" DUCT BOARD	SHEET	\$78.00	\$78.00
INSTALL DUCT BOARD	PER HR	\$69.50	\$65.00
DUCT REPAIR	LABOR per hour	\$45.00	\$55.00
FREON 11b (R-22)	lb	\$66.50	\$23.00
FREON 11b (R-410A)	lb	\$66.50	\$37.00
MASTIC	GALLON	\$20.00	\$20.00
METAL DUCT TAPE UL-181 2.5"	ROLL	\$16.50	\$15.00
INCREASE THE SIZE OF RETURN AIR	JOB	\$213.00	\$128.00
NATURAL GAS TO PROPANE CONVERTER	JOB	\$165.00	\$165.00
ALL ELECTRIC UNITS			
CLOSET			
INSTALL 1.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,255.00	\$2,203.00
INSTALL 2 TON COMPLETE CENTRAL UNIT	EACH	\$2,473.00	\$2,268.00
INSTALL 2.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,533.00	\$2,419.00
INSTALL 3 TON COMPLETE CENTRAL UNIT	EACH	\$2,750.00	\$2,683.00
INSTALL 3.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,874.00	\$2,808.00
INSTALL 4 TON COMPLETE CENTRAL UNIT	EACH	\$3,174.00	\$3,040.00
INSTALL 5 TON COMPLETE CENTRAL UNIT	EACH	\$3,470.00	\$3,250.00


11/19/2010


COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY

2010

AIR PLUS

ITEM	PER	2010 PRICES	Negotiated Price
ATTIC			
INSTALL 1.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,405.00	\$2,353.00
INSTALL 2 TON COMPLETE CENTRAL UNIT	EACH	\$2,623.00	\$2,418.00
INSTALL 2.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,683.00	\$2,569.00
INSTALL 3 TON COMPLETE CENTRAL UNIT	EACH	\$2,898.00	\$2,833.00
INSTALL 3.5 TON COMPLETE CENTRAL UNIT	EACH	\$3,024.00	\$2,958.00
INSTALL 4 TON COMPLETE CENTRAL UNIT	EACH	\$3,324.00	\$3,190.00
INSTALL 5 TON COMPLETE CENTRAL UNIT	EACH	\$3,620.00	\$3,500.00
EVAPORATIVE COIL CLEANING			
CLOSET LOCATION	EACH	\$250.00	\$225.00
ATTIC LOCATION	EACH	\$350.00	\$325.00
BLOWER WHEEL CLEANING			
CLOSET LOCATION	EACH	\$175.00	\$150.00
ATTIC LOCATION	EACH	\$275.00	\$250.00
CONDENSOR COIL ONLY CLEANING			
	EACH	\$195.00	\$100.00
AIR RETURN CLEANING			
	EACH	\$55.00	\$75.00
WINDOW AIR CONDITIONING CLEANING			
	EACH	\$95.00	\$85.00
WINDOW HEAT PUMP CLEANING			
	EACH	\$95.00	\$85.00

\$63,384.00 \$41,319.00



11/19/2010

EXHIBIT "C"

INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
4/26/2010

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 favor of such endorsement(s).

PRODUCER
PRIME INTEGRITY INSURANCE AGENCY
 801 N Ware Road
 McAllen, TX 78501

CONTACT NAME:
PHONE (A/C No. Ext): (956) 686-1100 **FAX (A/C No.):** (877) 241-7525
EMAIL ADDRESS: primeintegrity@att.net
PRODUCER CUSTOMER ID#:

INSURED
Air Plus Heating & Cooling

 711 E Wisconsin
 Edinburg, TX 78539
 956-381-5891

INSURER(S) AFFORDING COVERAGE	NAME
INSURER A: Cypress Texas Lloyds	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

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.

POLICY NO.	TYPE OF INSURANCE	ADDC PER	WORK WVD	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS	
							DESCRIPTION	AMOUNT
<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GTX1006117 00 00 85	3/24/2010	3/24/2011	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (See conditions)	\$
							MED EXP (Any one person)	\$ 85,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
PRODUCTS - COMP/OP AGG	\$2,000,000							
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ex accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A						<input type="checkbox"/> INDUSTRY LIMIT <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER
COUNTY OF HIDALGO SERVICE AGENCY
 100 E CANO, 4TH FLOOR
 ADMINISTRATION BUILDING
 EDINBURG, TX 78539

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/01/2010PRODUCER
WINSTON AYALA, AGENT
5401 N 10TH ST STE 130
MCALLEN, TX 78504

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
AIR-PLUS HEATING & COOLING INC
711 E WISCONSIN RD
EDINBURG, TX 78539

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Mutual Auto Insurance Company 25178	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	121 4992-E07-53	05/07/10	05/07/11	COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$ 300,000
						BODILY INJURY (Per accident)	\$ 500,000
						PROPERTY DAMAGE (Per accident)	\$ 100,000
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
1998 Chev Pk, 1994 Dodge Ram, 1996 GMC Box Van, 1996 GMC Box Van, 1995 Ford Econoline, 2008 Toyota Tacoma, 2010 GMC 1500, 2010 Chevrolet Silverado

ENDORSEMENT FOR TE9901B ADDITIONAL INSURED & TE2046A WAIVER OF SUBROGATION ADDED

CERTIFICATE HOLDER

COUNTY OF HIDALGO SERVICE
COMMUNITY AGENCY
2802 S. BUS. HWY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Winston Ayala by [Signature] CSA-5

DESCRIPTIONS (Continued from Page 1)

Proprietors/Partners/Executive Officers/Members Excluded:
Lupita Guerrero, Treasurer

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Real Estate Services required for Pct. #4 Projects.

<u>Firm</u>	<u>Score</u>	<u>Rank</u>
Dos Logistics	98	<u>1</u>
HALFF	96	<u>2</u>
Millenium Engineering Group	95	<u>3</u>

Martha Salazar, Purchasing Agent,
Surveyors and not Dos Logistics.

On motion of Commissioner Flore
UNANIMOUS vote of approval, v

c. Authority for the Purchasing
No.1 ranked firm of Dos Land
No. 4 Projects.

On motion of Commissioner Flore
UNANIMOUS vote of approval.

F. Community Service Agency

1. AI-24231 Requesting acceptan
the most qualified proposal rec
Replacement and/or Retrofit C

On motion of Commissioner Flo
UNANIMOUS vote to approve v

G. Colonia Access Program

1. AI-23668 Acceptance and app
of \$2,641.46 for material testin
Big 5, and Bar VI Subdivision

On motion of Commissioner Qu
UNANIMOUS vote of approval

H. Colonia Access Program Pct.

1. AI-24210 Acceptance and ap
\$77,177.70 from Asago Const
submitted by project engineer

On motion of Commissioner F
UNANIMOUS vote of approval.

Please send to: Yvette

*① County Judge's office
for signature*

*② County Clerk's for
attesting*

*③ to Yvette Islas @
purchasing dept.*

Thanks

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cinct

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M.

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Colonia

at of
ewed and

C-10-286-12-07

AI-24231**20.F.1.****Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems****CC REGULAR**

Date: 12/07/2010
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Community Service Agency

Information**CAPTION**

Requesting acceptance and approval of proposal and awarding of negotiated contract to the most qualified proposal received meeting all specifications as attached hereto for "Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems" 2010-286-09-22-OTM.

BACKGROUND**Fiscal Impact****FISCAL YEAR:****ACCT. #:****FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Funds available through: Texas Department of Housing and Community Affairs

AttachmentsLink: [award recomend 24231](#)Link: [ai 24231](#)Link: [neg agmreement 24231](#)**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/02/2010 04:38 PM	APRV
2	Budget & Management	Ivan Cantu	12/02/2010 04:46 PM	APRV
3	Erika Zamora	Erika Zamora	12/03/2010 10:12 AM	APRV
4	Auditor's Office		12/03/2010 05:15 PM	NEW
Form Started By: Yvette Islas			Started On: 12/01/2010 04:22 PM	
Final Approval Date: 12/03/2010				

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Real Estate Services required for Pct. #4 Projects.

<u>Firm</u>	<u>Score</u>	<u>Rank</u>
Dos Logistics	98	<u>1</u>
HALFF	96	<u>2</u>
Millenium Engineering Group	95	<u>3</u>

Martha Salazar, Purchasing Agent, informed the Court that the Agenda should have read Dos Land Surveyors and not Dos Logistics.

On motion of Commissioner Flores, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote of approval, with correction.

c. Authority for the Purchasing Department to negotiate a professional services contract with the No.1 ranked firm of Dos Land Surveyors for the provision of Surveyor Services for Precinct No. 4 Projects.

On motion of Commissioner Flores, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote of approval.

F. Community Service Agency

1. AI-24231 Requesting acceptance and approval of proposal and awarding of negotiated contract to the most qualified proposal received meeting all specifications as attached hereto for "Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems" 2010-286-09-22-OTM.

On motion of Commissioner Flores, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote to approve with Air Plus Heating and Cooling

G. Colonia Access Program

1. AI-23668 Acceptance and approval of claim from Millennium Engineers Group, Inc. in the amount of \$2,641.46 for material testing on Pct.#2 North Alamo Village, Pct.#4 - Villa Del Mundo, Colonia Big 5, and Bar VI Subdivisions.

On motion of Commissioner Quintanilla, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

H. Colonia Access Program Pct. 1

1. AI-24210 Acceptance and approval of Application for Payment No. 3- Final in the amount of \$77,177.70 from Asago Construction contracted vendor for Maryann Subdivision as reviewed and submitted by project engineer, Rodriguez Engineering (C-CAP-09-471-04-06).

On motion of Commissioner Flores, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote of approval.

C-10-286-12-07

AI-24231 **20.F.1.**
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
CC REGULAR

Date: 12/07/2010
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Community Service Agency

Information

CAPTION
 Requesting acceptance and approval of proposal and awarding of negotiated contract to the most qualified proposal received meeting all specifications as attached hereto for "Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems" 2010-286-09-22-OTM.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
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