SANTA FE COUNTY
SERVICES AGREEMENT
WITH 7-D HEATING & COOLING, LLC
TO PROVIDE HEATING, VENTILATION AND AIR CONDITIONING SERVICES

THIS AGREEMENT is made and entered into this 4th day of November, 2010, by and between Santa Fe County, hereinafter referred to as "the County," and 7-D Heating & Cooling, LLC, a New Mexico limited liability company with a principal address located at 6310 "A" Edith Blvd. NE, Albuquerque, NM 87107, hereinafter referred to as "the Contractor."

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2010-0367-ASD/TRV, for the provision of the services; and

WHEREAS, based upon the evaluation criteria established within the RFP for the purposes of determining the most qualified Offeror, the County has determined Contractor as a responsive and highest rated Offeror; and

WHEREAS, the County desires to engage the Contractor to render heating, ventilation and air conditioning ("HVAC") services in described in the RFP, and the Contractor is willing to render such services; and

WHEREAS, the County requires these services and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF WORK

The Contractor shall provide all necessary labor, materials, tools, supervision, and test equipment required to perform the following HVAC services:

A. Provide the following general HVAC services:

a) Inspection of the building equipment and systems.

b) Calibration of the building equipment and systems.

c) Repair, replace and install new HVAC equipment and systems.

d) Repair chiller failure, boilers, controls and associated systems including but not limited to circulating pumps, heat exchangers, water heaters, cooling towers, air compressors, auxiliary equipment, duct work and control systems.

e) Conduct performance checks, air refrigerant purge inspections for oil and refrigerant leaks, operating and safety controls verification and pressures and temperature checks.

f) Perform maintenance requirements including but not limited to major overhauls consisting of a complete tear down of HVAC units.

B. Provide the following specific HVAC services;

a) Lubricate heating and ventilation systems in accordance with specific HV and HVAC manufacturer specifications. Inspect for excessive bearing temperature and inadequate lubrication of bearings and moving parts. Ensure over lubrications do not occur.

b) Remove rust and paint bare spots and corroded areas with matching all weather paint where applicable.

c) Remove rust, dust, dirt and other accumulations in the motor, fan, heat exchanger, cooling coil, pumps, housing and drive assemblies on all HVAC systems. Check for leakage, wear, ineffective operation (observe complete operating cycle), loose, missing or damaged electrical and mechanical connections, parts and connectors, bent blades and worn belts. Do not stretch worn belts.

d) Regarding the wiring and electrical controls, check for loose connections, charred, frayed, broken, or wet insulation, short circuits, loose or weak contract springs, worn or pitted contacts, low voltage, defective operation, wrong fuses, and any other associated deficiencies. Tighten connections and parts, replace cords having wet insulation or that are broken in two or more places, or braid that is frayed more than six (6) inches, replace or adjust contract springs, clean contacts, replace defective or improper fuses, make other associated minor repairs.

e) Inspect the thermostat and automatic temperature control for defective operation (observe complete cycle), improper "on" and "off" operation. Check for accuracy of the thermostats by sling psychrometer or by wet-bulb or dry-bulb mercury thermometer and make other necessary associated minor repairs.

f) Regarding burner assemblies, identify and inspect for loose, damaged, or missing connections and parts, leakage, clogged jets, orifices, gas valves, and fuel supply lines, heat transfer surfaces, gas pressure, low voltage, incorrect damper or thermostat settings, misalignment, non-uniform flame or heat spread, incorrect position of pilot light and other associated items with all HVAC units and water heaters. Tighten loose connections, remove clogging, clean heat-transfer surfaces and ash pits, adjust fuel pressures, correct damper settings, adjust fuel-air mixture to produce efficient flame, position pilot light and baffles and make other minor repairs and associated adjustments.

g) Regarding thermal insulation and protective coverings, inspect for open seams, breaks, missing sections and missing or loose fastenings. Replace or tighten fastenings and make minor associated repairs.

h) Inspect thermal insulation and air filters for dust, grease, other deposits,

missing and improper fit. Replace throw-away filters at least twice annually that are dirty or missing or that have an improper fit, wash permanent filters at least twice annually, restore viscous coating in accordance with the manufactures instructions. Tool out filters shall be fitted with appropriate factor frame. Pleated filters shall not be replaced with fiberglass filters.

i) Regarding refrigerant compressors, inspect for dirt and dust accumulation, leakage of oil, water, or refrigerants, loose connections, loose or worn belts or parts, misalignment, excessive noise and vibration, incorrect suction and discharge pressure. Provide recovery time, vacuum pump service and replacement refrigerant. All services and equipment necessary to repair refrigerant leaks shall also be provided by Contractor.

j) Regarding air-cooled condensers, inspect for dust accumulations, leaks, excessive noise and vibration, and loose, missing or damaged parts. Vacuum or brush out dust, repair leaks, tighten loose connections, replace or repair missing or damaged parts associated with minor repair.

k) Regarding cooling coils, inspect for dust, leaks, bent fins, improper level, liquid flow not toward outlet of coil, obstructions to air flow, inadequate refrigerant output, excessive frosting, defective operation of direct expansion valve and automatic temperature controls. Clean out dust, particularly between fins using a vacuum cleaner or brush, straighten bent fins, correct level, remove obstructions for air-flow, make adjustments and minor repairs in accordance with manufacturer specifications.

l) Perform heating and cooling system activation, maintenance and inspections required for seasonal change of weather.

m) Indentify and provide an updated equipment list for each building in Microsoft Excel verifying the system type, manufacturer, model number, serial number, CFM, BTUH input of heating and cooling, GPM, filter sized, belt sizes, bearing sizes, voltage, amps, HP, fuse size, RPM, of heating, ventilation, and air cooling /conditioning and exhaust systems at each site within the first quarter and update the list as equipment is added, replaced or modified. Provide a quarterly listing to County staff.

C. Work performed under this Agreement shall meet all applicable requirements of the EPA, Mechanical, Plumbing, National Electrical and Unified Building codes. Contractor shall guarantee all work performed under this Agreement for a minimum of one year from the date of completion, against any defects in workmanship, material or equipment and shall satisfactorily correct such defects, in a timely manner, at no additional cost.

D. Material and equipment furnished under this Agreement shall be new, not rebuilt or refurbished, shall be the most current model as offered in commercial trade and shall be quality material. Contractor shall assure that no used, demonstration, prototype, reconditioned, or discontinued models or materials or equipment are supplied as part of the services under this Agreement. The warranty period for Contractor provided

materials and equipment shall be a period of one year after completion of the service or within the manufacturer's warranty, whichever is later. Contractor shall provide to the County all manufacturers' warranty documents upon completion of the services.

E. All labor, material and equipment furnished as a result of this Agreement shall be warranted against defects for one (1) year from the date of acceptance. Warranty repairs and adjustments shall include all material, parts and labor. Contractor must complete warranty repairs within five (5) working days of notifications. Continued failure to meet this requirement shall be cause for contract termination.

F. Perform emergency repairs at times other than regular working hours. Contractor shall be available to perform emergency work on a twenty-four (24) hour, seven (7) days per week basis. Overtime services are defined as work performed before 7:00 a.m. and after 5:00 p.m. Monday through Friday and weekend services are defined as work performed between 5:00 p.m. Friday through 12:00 midnight on Sunday. Emergency services are defined as work requiring response within six (6) hours maximum on site response time.

G. OSHA/ Safety Standards:

a) The Contractor shall comply with OSHA 29 CFR 1910 "Standards for General Industry," 29 CFR 1926, "Standards for Construction Industry," when appropriate, and other applicable federal, state, local and Santa Fe County safety and health requirements. The Contractor shall provide to the County when requested by the County the following documents; i) written documentation which identifies all hazardous materials that will be used on the work site; ii) a written and signed statement by insurance carrier stating that the Contractor is in compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and iii) a written "Site Safety Plan," outlining what precautions and protective measures the Contractor shall take to lessen any hazardous exposures to the Contractor's employees as well as other individuals working or visiting the County facility or work site; (i.e. county, state, city, federal, or public school employees, private citizens, etc.).

b) Provide all equipment and tools appropriate for the type of work to be performed. Such equipment and tools shall be well maintained, calibrated, and in proper working order before use in the performance of this Agreement in accordance with OSHA 29 CFR 1926.300 "Tools-Hand and Power" general requirements.

c) Prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly and safe manner. Contractor shall maintain a safe work environment at all times. Contractor shall report immediately to the County the existence of unsafe condition(s), which will compromise the performance of this Agreement.

H. Due to the nature of some project work sites, such as the Santa Fe County Detention Facility and Youth Development Program, the Contractor and its personnel may be subject to searches or other security measures.

I. Make all provisions for supply of power, water and other utilities necessary for completion of the work to be performed under this Agreement. Contractor shall be responsible for the coordination of all utilities.

J. Any time during the course of performing any work under this Agreement, the Contractor discovers the presence of asbestos or suspects that asbestos is present, the Contractor shall stop work immediately, secure the area and notify the County. The Contractor shall await any test results of the suspect material and shall not re-enter the project work site. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed upon time extension shall be given at no additional compensation. Work will not proceed without proper authorization given by the County's facilities maintenance department.

2. COMPENSATION AND INVOICING

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

In no event shall the total compensation paid to Contractor by County under this Agreement exceed $100,000, inclusive of gross receipts tax.

a) The County shall pay Contractor at the hourly rates stated in Exhibit A attached hereto.

b) Wage Rates: For projects in excess of sixty thousand ($60,000) and pursuant to Section 13-4-11 NMSA 1978 "Minimum wages on public works; weekly payment, posting wage scale, withholding funds," shall be followed as applicable.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought.

The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover

excessive or illegal payment.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate two years later, unless earlier terminated pursuant to Section 4, "TERMINATION," of this Agreement. The County may, in its discretion, extend the term of this Agreement under the same terms and conditions set forth herein, for an additional two years.

4. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

5. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use the County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

6. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of nor have any contractual relationships with the County and

(ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

7. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

8. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

9. INDEMNITY

A. The Contractor shall defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel shall be retained to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

10. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles

("GAAP").

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

11. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

12. PERMITS, FEES, AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

13. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

14. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the County.

15. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

16. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

17. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. EQUAL OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

20. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligation hereunder, the Contractor shall comply with all applicable laws, ordinances, and obligations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. The Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the federal and state district courts of New Mexico, located in Santa Fe County.

21. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Section 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

22. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

23. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

24. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION AND INVOICING", of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

25. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

26. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions

of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

E. Bonds, Permits and Insurance. Contractor shall procure and maintain during the term of this Agreement for individual projects exceeding twenty -five thousand dollars ($25,000) applicable performance bonds and labor, material and payment bonds. Certificates of insurance shall be submitted to the Santa Fe County Purchasing Division and shall remain current during the term of this Agreement.

27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. It is a limited liability company and in good standing under the laws of the State of New Mexico.

B. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

C. It will maintain throughout the life of this Agreement, its registration, licensure to conduct business in the State of New Mexico, and its status of "good standing" with the New Mexico Public Regulation Commission.

D. Contractor must be licensed by the State of New Mexico to perform the services under Scope of Work of this Agreement. Required licensure must be maintained during the term of this Agreement. Contractor must obtain and pay for all permits and licenses required for performance of this Agreement. Contractor shall use qualified personnel directly employed and supervised by the Contractor. HVAC personnel must be qualified to repair and maintain HVAC equipment, must be EPA certified in refrigerant installation and recovery, and be licensed as journeymen by the State of New Mexico Construction Industries Division. Licensure and certification required of Contractor personnel under this Agreement shall be maintained during the term of the Agreement.

28. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

29. NOTICES

All notices required to be given to the County under this Agreement shall be mailed (pre-postage paid) to:

Santa Fe County
Legal Department
102 Grant Avenue / P.O. Box 276
Santa Fe, NM 87504-0276

All notices required to be given to the Contractor under this Agreement shall be mailed (pre-postage paid) to:

7-D Heating & Cooling, LLC
Attn: Clifford Crise
PO Box 9382
Albuquerque, NM 87119

30. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNITY, RECORDS AND INSPECTION, RELEASE, CONFIDENTIALITY, COPYRIGHT, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW, NO THIRD-PARTY BENEFICIARIES, NEW MEXICO TORT CLAIMS ACT, INSURANCE, AND SURVIVAL.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY

Katherine Miller,
Santa Fe County Manager

APPROVED AS TO FORM

Stephen C. Ross
Santa Fe County Attorney

10-26-10
Date

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
Santa Fe County Finance Director

10/29/10
Date

7-D HEATING & COOLING, LLC

(Signature)

11/4/2010
Date

CLIFFORD A CRISC, GENERAL MANAGER
(Print name and title)

FEDERAL IDENTIFICATION NUMBER: 850473857

APPENDIX A

Santa Fe County
Administrative Services Department
142 W. Palace Ave.
2nd Floor
Santa Fe, NM 87501

RFP #2010-0367-ASD/TRV

Please offer your best price, for each item as outline below. **The Offeror shall complete the following sheet in full, for RFP #2010-0367-ASD/TRV, including signature at the bottom as stated.** Be advised that award may be made without discussion with Offerors on offers received. Offers will be accepted until 10:00 am on the bid due date specified.

Hourly Rate for Plant Operation Supervisor/Mechanic:			
Weekdays	Per Hour	$ 90.00	Ninety DOLLARS
Weekdays After Hours	Per Hour	$ 112.50	One Hundred twelve, Fifty DOLLARS
Weekends	Per Hour	$ 112.50	One Hundred twelve, Fifty DOLLARS
Holiday Rate	Per Hour	$ 112.50	One Hundred twelve, Fifty DOLLARS
Overtime Rate	Per Hour	$ 112.50	One Hundred twelve, Fifty DOLLARS
Emergency Rate	Per Hour	$ 112.50	One Hundred twelve, Fifty DOLLARS
Hourly Rate for HVAC Journeyman:			
Weekdays	Per Hour	$ 82.50	Eight two, Fifty DOLLARS
Weekdays After Hours	Per Hour	$ 100.50	One Hundred, And Fifty cents DOLLARS
Weekends	Per Hour	$ 100.50	One Hundred, And Fifty cents DOLLARS
Holiday Rate	Per Hour	$ 100.50	One Hundred and Fifty cents DOLLARS

Edwin Crise

Overtime Rate	Per Hour	$ 100.50	One Hundred and fifty cents DOLLARS
Emergency Rate	Per Hour	$ 100.50	One Hundred and fifty cents DOLLARS
Hourly Rate for Apprentice:			
Weekdays	Per Hour	$ 65.00	Sixty-Five DOLLARS
Weekdays After Hours	Per Hour	$ 81.00	Eighty-One DOLLARS
Weekends	Per Hour	$ 81.00	Eighty-One DOLLARS
Holiday Rate	Per Hour	$ 81.00	Eighty-One DOLLARS
Overtime Rate	Per Hour	$ 81.00	Eighty-One DOLLARS
Emergency Rate	Per Hour	$ 81.00	Eighty-One DOLLARS
Miscellaneous:			
Emergency Travel/Trip Rate	Per Mile	$ .65/mile	Sixty Five Cents ~~DOLLARS~~
Discount on Parts	Percentage	8 %	Eight PERCENT

Offeror's Name: 7-D Heating + Cooling LLC

Offeror's Phone: 1-505-341-3725 **Fax #:** 1-505-341-3726

Signature of Authorized Offeror's Agent: Edwin Cisé

Title: MANAGING MEMBER