

COUNTY OF HIDALGO
Community Service Agency

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

2524 N. Closter / P.O. Box 204

Edinburg, TX 78540



September 28, 2006

Ms. Marty L. Salazar,
Hidalgo County Purchasing Agent
Purchasing Department
County of Hidalgo
100 E. Cano, 4th floor,
Adm. Bldg.
Edinburg, Tx 78539

REF: Request for Proposal #06-214-06-28

Dear Ms. Salazar:

Please be advised that the County of Hidalgo Community Service Agency's CHCSA is prepared to accept Universal Refrigeration, Inc.'s and Air Plus Heating and Cooling, Inc.'s proposals and enter into a one (1) year contract.

The results for Request for Proposal #06-214-06-28 are as follows:

- 1). Universal Refrigeration, Inc. scored a total of ninety-nine (99) of the available one hundred (100) points deeming them the primary vendor.
- 2). Air Plus Heating and Cooling, Inc. scored a total of ninety-four (94) of the available one hundred (100) points deeming them the secondary vendor.

Our funding source will require that we re-solicit in program year 2007.

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

Respectfully,

Maribel Navarro-Saenz
Executive Director

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
 Proposal No. 06-214-06-28

A1. Assessment

Item	Labor	Quantity*	Grand Total
1. HVAC Assessment Fee/Service Call (Can only be charged if no additional services are requested)	\$ 175	X 125	= \$ 21,875.
2. Heat Load Calculation (Room by Room) (Manual J or equivalent)	\$ 85	X 15	= \$ 1,275.

A2. Labor for Central Heating and Cooling Systems

Appliance	Labor	Quantity*	Grand Total
3. Central Unit AC repair (Labor Only)	\$ 80	X 5	= \$ 400.
4. Central Electric Furnace Repair (Labor Only)	\$ 80	X 5	= \$ 400.
5. Central Gas Furnace Repair (Labor Only)	\$ 80	X 5	= \$ 400.

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

Total for Section A	Total Labor \$ 400.00	Grand Total \$ 11,850.00
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EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
 Proposal No. 06-214-06-28

B. Central Heating and Cooling Systems

Page 1

Appliance	Materials	Labor	Total	Quantity*	Grand Total
Compressor					
1. Install 1.5 ton	\$386	\$275	\$661	X 5	= \$3,305
2. Install 2 ton	\$400	\$275	\$675	X 5	= \$3,375
3. Install 2.5 ton	\$400	\$275	\$675	X 5	= \$3,375
4. Install 3 ton	\$450	\$275	\$725	X 5	= \$3,625
5. Install 3.5 ton	\$475	\$300	\$775	X 5	= \$3,875
6. Install 4 ton	\$655	\$300	\$955	X 5	= \$4,775
Condensing Unit					
7. Install 1.5 ton	\$725	\$350	\$1,075	X 5	= \$5,375
8. Install 2 ton	\$775	\$350	\$1,125	X 5	= \$5,625
9. Install 2.5 ton	\$790	\$350	\$1,140	X 5	= \$5,700
10. Install 3 ton	\$855	\$350	\$1,205	X 5	= \$6,025
11. Install 3.5 ton	\$997	\$375	\$1,372	X 5	= \$6,860
12. Install 4 ton	\$1,095	\$375	\$1,470	X 5	= \$7,350

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
 Proposal No. 06-214-06-28

B. Central Heating and Cooling Systems

Page 2

Appliance	Materials	Labor	Total	Quantity ¹	Grand Total
Evaporative Coil					
13. Install 1.5 ton	\$200	\$200	\$400	X 5	= \$2,000
14. Install 2 ton	\$200	\$200	\$400	X 5	= \$2,000
15. Install 2.5 ton	\$240	\$210	\$450	X 5	= \$2,250
16. Install 3 ton	\$255	\$225	\$480	X 5	= \$2,400
17. Install 3.5 ton	\$275	\$250	\$525	X 5	= \$2,625
18. Install 4 ton	\$311	\$250	\$561	X 5	= \$2,805
Air Handler					
Closet Location					
19. Install 1.5 ton	\$450	\$420	\$870	X 5	= \$4,350
20. Install 2 ton	\$450	\$420	\$870	X 5	= \$4,350
21. Install 2.5 ton	\$495	\$435	\$930	X 5	= \$4,650
22. Install 3 ton	\$525	\$435	\$1,020	X 5	= \$5,100
23. Install 3.5 ton	\$595	\$450	\$1,045	X 5	= \$5,225
24. Install 4 ton	\$685	\$450	\$1,135	X 5	= \$5,675

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
 Proposal No. 06-214-06-28

B. Central Heating and Cooling Systems
 Page 3

Appliance	Materials	Labor	Total	Quantity*	Grand Total
<u>Air Handler (con't)</u> <u>Attic Location</u>					
25. Install 1.5 ton	\$475	\$500	\$975	X 5	=\$4,875
26. Install 2 ton	\$475	\$500	\$975	X 5	=\$4,875
27. Install 2.5 ton	\$525	\$525	\$1,050	X 5	=\$5,250
28. Install 3 ton	\$600	\$550	\$1,150	X 5	=\$5,750
29. Install 3.5 ton	\$615	\$550	\$1,165	X 5	=\$5,825
30. Install 4 ton	\$725	\$550	\$1,275	X 5	=\$6,375
<u>Miscellaneous</u> 31. Install Digital heating/cooling thermostat (Energy Star Rated) Programmable	\$45	\$55	\$100	X 10	=\$1,000
32. Electrical Whip for Condenser	\$20	\$45	\$65	X 5	=\$325
33. Drip pan for Central System	\$40	\$65	\$105	X 5	=\$525
34. Install Condenser pad	\$43	\$65	\$108	X 5	=\$540

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
 Proposal No. 06-214-06-28

B. Central Heating and Cooling Systems

Page 4

Appliance	Materials	Labor	Total	Quantity*	Grand Total
35. Install return air grill and new filter	\$ 45	\$ 65	\$ 110	X 5	= \$ 550
36. Install 1.5" duct board ducts (per sheet)	\$ 40	\$ 150	\$ 190	X 10	= \$ 1,900
37. Install 2" duct board ducts (per sheet)	\$ 68	\$ 150	\$ 218	X 10	= \$ 2,180
38. Install Freon only (per lb.)	\$ 10	\$ 65	\$ 75	X 10	= \$ 750
39. Duct Repair (Labor Only)		\$ 75	\$ 75	X 10	= \$ 750
40. Mastic (per gallon)	\$ 25		\$ 25	X 10	= \$ 250
41. Metal Duct Tape (per roll) UL-181 2.5"	\$ 13		\$ 13	X 10	= \$ 130
42. Increase the size of the return air	\$ 50	\$ 75	\$ 125	X 5	= \$ 625
43. Increase size of attic hatch	\$ 50	\$ 150	\$ 200	X 5	= \$ 1,000

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

Total for Section B	Material \$ 301	Labor \$ 750	Total \$ 1,051	Grand Total \$ 10,385
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EXHIBIT "E" cont'

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 06-214-06-28

C. Complete Central Heating and Cooling Systems					
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)

All Electric Units

1.	Install 1.5 ton complete Central Unit	\$1,175	\$600	\$1,775	X	5	= \$8,875
2.	Install 2 ton complete Central Unit	\$1,200	\$600	\$1,800	X	10	= \$18,000
3.	Install 2.5 ton complete Central Unit	\$1,290	\$700	\$1,990	X	10	= \$19,900
4.	Install 3 ton complete Central Unit	\$1,480	\$700	\$2,180	X	10	= \$21,800
5.	Install 3.5 ton complete Central Unit	\$1,650	\$700	\$2,350	X	10	= \$23,500
6.	Install 4 ton complete Central Unit	\$1,800	\$700	\$2,500	X	5	= \$12,500

Electric/Gas Furnace unit

7.	Install 1.5 ton complete Central Unit	\$1,375	\$700	\$2,075	X	5	= \$10,375
8.	Install 2 ton complete Central Unit	\$1,400	\$700	\$2,100	X	5	= \$10,500
9.	Install 2.5 ton complete Central Unit	\$1,500	\$700	\$2,200	X	5	= \$11,000
10.	Install 3 ton complete Central Unit	\$1,590	\$750	\$2,340	X	5	= \$11,700
11.	Install 3.5 ton complete Central Unit	\$1,790	\$750	\$2,540	X	5	= \$12,700
12.	Install 4 ton complete Central Unit	\$1,890	\$800	\$2,690	X	5	= \$13,450

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

Total for Section C	Material \$14,730	Labor \$8,245	Total \$22,975	Grand Total \$150,175
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EXHIBIT "E" cont'

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY

Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems

Proposal No. 06-214-06-28

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

Appliance	Labor	Total	Quantity*	Grand Total
<u>Evaporative Coil only</u>				
1. Closet Location	\$175	\$ 185	X 15	= \$2,775
2. Attic Location	\$200	\$225	X 15	= \$3,375
3. Condensor Coil Only	\$75	\$ 95	X 15	= \$1,425
<u>Evaporative Coil and Condensor</u>				
4. Closet Location (Evaporative Coil)	\$200	\$225	X 10	= \$2,250
5. Attic Location (Evaporative Coil)	\$250	\$285	X 10	= \$2,850
<u>Air Return</u>				
6. Closet Location	\$35	\$ 35	X 10	= \$350
7. Attic Location	\$33	\$ 33	X 10	= \$330
8. Window Air Conditioning Unit Cleaning	\$85	\$ 95	X 50	
9. Window Heat Pump Unit Cleaning Evaporator Coil Cleaning	\$85	\$ 95	X 5	= \$475

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

Total for Section D

Labor \$1,440 Total \$275 Grand Total \$ 13,850

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 06-214-06-28

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 \$ <u>11,850</u>
Central Heating & Cooling Systems Item #1-43	Section B Grand Total \$ <u>10,385</u>
Complete Central Heating & Cooling Units Item #1-12	Section C Grand Total \$ <u>150,175</u>
Cleaning of Central Heating & Cooling Units Item #1-9	Section D Grand Total \$ <u>13,850</u>

Total Price Section A-D Grand Total \$ 186,260
Please ensure totals per section are correct.

These prices are quoted for all the following counties in our service area.

Contractor Signature: Ramiro Flores Date: 7-28-06

PRODUCT SPECIFICATIONS

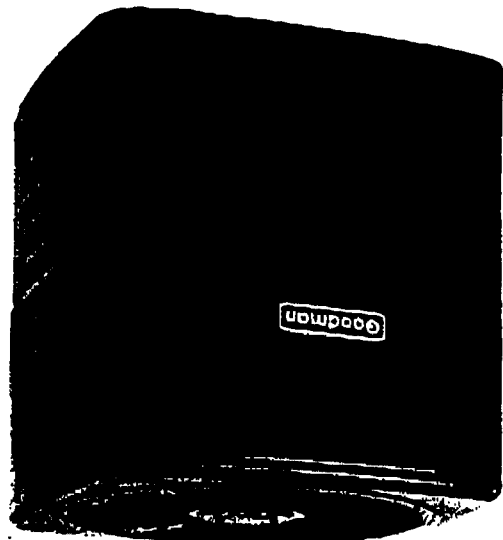
**GSC14 SERIES
14 SEER**

**HIGH-EFFICIENCY
SPLIT SYSTEM
AIR CONDITIONER**

**COOLING CAPACITY:
18,000 BTU/H to 56,000 BTU/H**



Air Conditioning & Heating



1 1/2 TO 5 TON

The Goodman® GSC14 14 SEER Air Conditioner features a high-efficiency Copeland® scroll compressor for improved temperature and humidity control and the unique Goodman® sound control top design for quiet operation. In addition, the unit has an attractive louvered metal guard that protects the coil from damage plus a powder-paint finish that provides premium durability and improved UV protection.

Standard Features

- High-efficiency Copeland® scroll compressor with internal pressure relief valve
- Factory-installed liquid line filter dryer
- 850 RPM condenser fan motor
- High-efficiency copper tube/aluminum fin coil
- R-22 refrigerant charged for 15' of refrigerant line
- Brass liquid and suction line service valves
- Contactor with lug connection
- Ground lug connection
- ARI Listed; ETL Certified

Cabinet Features

- Unique Goodman® sound control top design
- Steel louver coil guard
- Heavy-gauge galvanized-steel cabinet
- Attractive Architectural Gray powder-paint finish with 500-hour salt-spray approval
- When properly anchored, meets the 2001 Florida Building Code unit integrity requirements for hurricane-type winds

Accessories

- Anti-short cycle kit
- Freeze protection kit
- Low ambient control
- Liquid line Solenoid



Air Conditioning & Heating

Goodman

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 Goodman Manufacturing Company, L.P., reserves the right to discontinue, or change at any time, specifications or designs without notice or without incurring obligations.

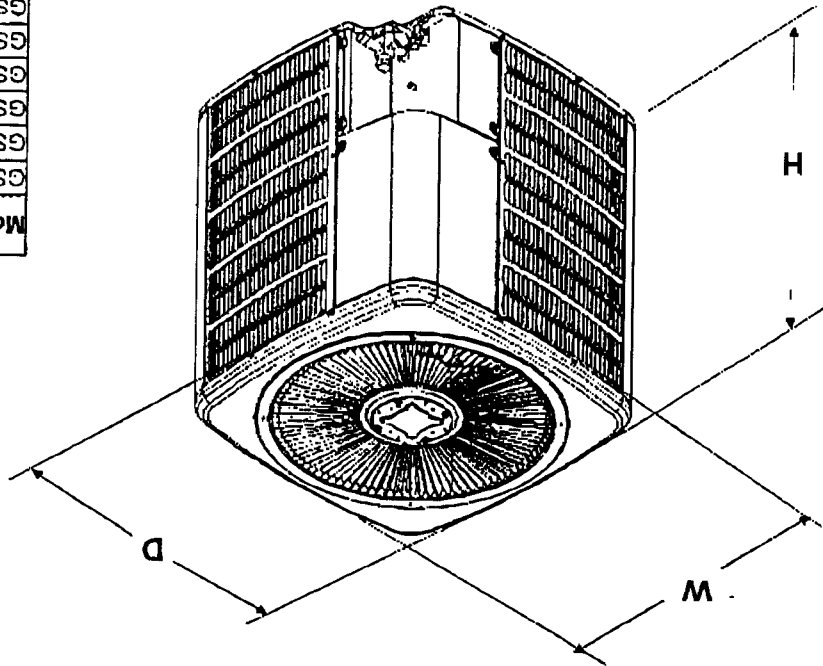
SS-GSC14

1) Installed on indoor coil
 2) Required for heat pump applications where ambient temperatures fall below 0 °F with 50% or higher relative humidity.

Model	Description	GSC14-018	GSC14-024	GSC14-030	GSC14-036	GSC14-042	GSC14-048	GSC14-060
ASC01	Anti-Short Cycle Kit	X	X	X	X	X	X	X
CSR-U-1	Hard-start Kit	X	X	X	X	X	X	X
CSR-U-2	Hard-start Kit			X	X	X	X	X
CSR-U-3	Hard-start Kit				X	X	X	X
FSK01A	Freeze Protection Kit							
OT18-60A ²	Outdoor Thermostat	X	X	X	X	X	X	X
TX3N2	TXV Kit	X	X	X	X			
TX5N2	TXV Kit							X

ACCESSORIES

Model	Dimensions W x D x H
GSC140181A	26" x 26" x 32 1/2"
GSC140241A	26" x 26" x 32 1/2"
GSC140301A	29" x 29" x 32 1/2"
GSC140361A	29" x 29" x 34 1/2"
GSC140421A	35 1/2" x 35 1/2" x 38 1/2"
GSC140481A	35 1/2" x 35 1/2" x 38 1/2"
GSC140601A	35 1/2" x 35 1/2" x 38 1/2"

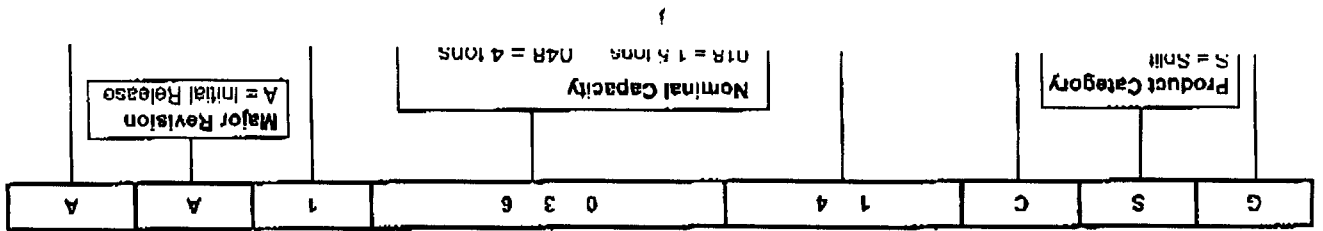


DIMENSIONS

PRODUCT SPECIFICATIONS

PRODUCT SPECIFICATIONS

NOMENCLATURE



Flexible Duct Systems

25' Insulated
UL 181
Class 1 Air Duct



UPC #030 R-Value 4.2
UPC #036 R-Value 6.0
UPC #031 R-8 R-Value 8.0

All thermal performance (R-Values) are classified by Underwriters Laboratories in accordance with ADC Flexible Duct Performance and Installation Standard (1991) using ASTM C-618 (1991), at installed wall thickness, on flat insulation only.

Description

ATCO #030, 036, and 031 (R-8) are UL 181, Class 1 Air Ducts and are manufactured with a fiberglass scrim reinforced, metallized polyester jacket. The inner core of both products are air-tight and are designed for low-to-medium operating pressures in HVAC systems. ATCO #030 and 031 (R-8) have increased insulation for superior thermal performance.

Construction

A double lamination of tough polyester which encapsulates a steel wire helix forms the air-tight inner core of the ATCO #030, 036, and 031 (R-8). The double-layer core of each product is wrapped in multiple thicknesses of fiberglass insulation. All three products are sheathed in a rugged and durable tri-directionally scrim reinforced, metallized polyester jacket.

FEATURES & BENEFITS

- Air-tight inner Core - Energy efficient / No fiberglass erosion into air stream.
- Encapsulated Wire Helix - No unraveling when cut to length / Quick installation.
- Smooth inner Core - Low friction loss / Low operating cost.
- Thick Blanket of Fiberglass Insulation - Energy efficient / Excellent thermal characteristics.
- Tough Reinforced Grey Polyester Jacket - Tear and puncture resistant / Low maintenance.
- Lightweight Compact Carton - Reduces warehouse / jobsite handling cost.

APPLICATIONS & CODE COMPLIANCES

ATCO #030, 036, and 031 (R-8) are designed for indoor use as a supply and return air duct in residential and commercial low-to-medium pressure heating and air conditioning systems. Both models can be used as a complete air duct system and/or a branch duct connecting to mixing boxes, diffusers, light fixtures, room inlets, or other terminal devices. UL 181, UMC 10-1, SBCC, BOCA, NFPA 90A & 90B, HUD 615-2.1 (b), Cities of Chicago, New York & San Francisco, County of Dade (Florida), California State Fire Marshal.

ATCO recommends that you check with the local code body having jurisdiction in your area to determine applicable codes.

Air Conditioning & Heating

Home

About Goodman

Product Information

Heating & Cooling 101

Locate a Dealer

Warranty

E

Home > About Goodman > Contact Us

Contact Us

Consumer Affairs Address:
7401 Security Way
Houston, TX 77040

To speak with a Heating and Air Conditioning Consumer Affairs within the United States, please call 1-877-254-4729

For general, product or service-related comments and questions, please contact: customerservice@goodmanmfg.com

or

Contact Us Online

We appreciate your comments and suggestions. For more information, please fill out and submit the form below. * = required field.

I am a(n): architect / engineer

Organization / Company Name:

Contact Name / Title:

Address:

City / State / ZIP / Country:

Phone No. / Fax No.: (phone no. required if follow-up call)

E-mail:

Please type any additional request:

SUBMIT CLEAR

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THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-06-**

THIS CONTRACT is made and entered into this ____ day of ____, 2006 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ ("Company") a Texas Corporation.

WHEREAS, Company responded to advertised notices for proposals for "**Repairs, Replacement and/or Retrofit of Refrigerators, 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, the Commissioners Court of Hidalgo County awarded the bid 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 , 2006 and end on , 200

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 "E" 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 "C" 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 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 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 Agreement 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: 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 performance 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). 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. 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.

WITNESS our hands in duplicate originals this _____ day of _____, 2006

By: _____
Ramon Garcia, Hidalgo County Judge

ATTEST:

Juan D. Salinas, III, County Clerk

COMPANY: .

By: _____

Printed Name: _____

Title: _____

Approved on Commissioners' Court _____

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

By: _____