



with the Specifications within **Hidalgo County** following a request for Services by the **Elected Official or Department Head** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **July 5, 2008** and ending on **July 4, 2010** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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. All trucks 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.

6. 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.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional



13. 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.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. 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.

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

**Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2008.

COUNTY OF HIDALGO

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

\_\_\_\_\_  
Date

COMPANY: Rochester Armored Car Co.  
Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved on Commissioners' Court: \_\_\_\_\_, 2008

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

By: \_\_\_\_\_  
Stephen L. Crain

Date: \_\_\_\_\_

# **EXHIBIT “A” SPECIFICATIONS**

**EXHIBIT “A”**  
**“ARMORED CAR SERVICES”**  
**BID NO: 2008-054-05-14-VYG**

**Specifications, Requirements and Other Terms and Conditions**

**SCOPE OF SERVICES:**

HIDALGO COUNTY is seeking bids from qualified bidder(s) with which to establish a contract for the purposes of “Armored Car Services” on an “As Needed Basis”.

1. Bidder(s) will be responsible for providing for picking up and transporting, on an “As Needed Basis”, deposits from numerous Hidalgo County Departments, and depositing into County’s bank account.
2. Bidder(s) will provide armed, uniformed and bonded personnel. Every shipment must be totally insured against loss.
3. Bidder(s) will be required to deliver change and/or bank supplies at the time deposits are picked up.

**BANK DEPOSITORY ACCOUNT:**

4. Hidalgo County’s Depository Bank is currently First National Bank, however, the County might do future business with another Depository Bank within the Hidalgo County area.
5. Hidalgo County’s main Bank Depository is “First National Bank”, located at 100 W. Cano Street, Edinburg, Texas. Deposits may be deposited at any local listed “First National Bank” branch locations.
6. Hidalgo County reserves the right to award this bid on a lump sum basis to one (1) bidder, or to multiple bidders; whichever is most advantageous to the County.
7. *Hidalgo County Elected Official, department head, and/or their designees/contact person* will instruct bidder(s) to as to where/which “First National Bank” branch location site(s) the deposits are to be transported to.

**TERMS AND CONDITIONS:**

8. Term of contract shall be for a period of two (2) years under Option I. Option II shall include Hidalgo County’s option to renew contract for one (1) additional year under the same rates, terms and conditions as the initial two (2) year period.
9. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
10. After bid is awarded and successful awarded vendor defaults in meeting the “general instructions to bidder(s)” and/or complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo

County shall charge the successful bidder the difference for any additional cost to the County.

**REQUIREMENTS:**

11. Bidder(s) must be licensed by the “Texas Board Of Private Investigators and Private Security Agencies”. All of bidder(s)’ personnel associated with this bid must also have the proper licenses by the “Texas Board Of Private Investigators and Private Security Agencies”.
12. Bidder(s) will provide and maintain all the required “Insurances and Bonds” as described and listed in “Exhibit C” and under “Legal Terms and Conditions”-page 4-item #18.
13. Hidalgo County reserves the right to hold bid(s) for a period of ninety (90) days without taking action.
15. “Any” and “All” costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder(s) and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All applicable forms in this packet must be filled out in its entirety and submitted with bid response.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, May 7, 2008, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, May 9, 2008.**

**EXHIBIT "A"**  
**"ARMORED CAR SERVICES"**  
**BID NO: 2008-054-05-14-VYG**

**\*DEPARTMENT LOCATION(S) OF PICKUPS AND LIABILITY AMOUNT(S)\***

**Honorable Arturo Guajardo, Jr.**

Hidalgo County Clerk  
Hidalgo County Co. Courthouse  
100 N. Closner  
Edinburg, Texas 78539

Regular time of deposit: 3:00 p.m.  
Bank Name/Location: First National Bank/Edinburg  
Deposit to be picked-up: (1) Once a day  
Approximate amount of deposit: \$25,000.00 per day/week

**Honorable Laura Hinojosa**

Hidalgo County District Clerk  
Hidalgo County Co. Courthouse  
100 N. Closner  
Edinburg, Texas 78539

Regular time of deposit: Mornings  
Bank Name/Location: First National Bank/Edinburg  
Deposit to be picked-up: (1) Once a day  
Approximate amount of deposit: \$40,000.00 - \$140,000.00 per day/week

**Honorable Norma G. Garcia**

Hidalgo County Treasurer  
Hidalgo County Treasurer's Office  
2810 S. Business Hwy. 281  
Edinburg, Texas 78539

Regular time of deposit: 4:30 p.m.  
Bank Name/Location: First National Bank/Edinburg  
Deposit to be picked-up: (1) Once a day  
Approximate amount of deposit: \$20,000.00 - \$4,000,000.00 per day/week

**Honorable Armando Barrera**

Hidalgo County Tax Assessor Collector  
Hidalgo County Tax Office  
2804 S. Business Hwy. 281  
Edinburg, Texas 78539

Regular time of deposit: 3:00 p.m.  
Bank Name/Location: First National Bank / 1920 S. Closner, Edinburg  
Deposit to be picked-up: (1) Once a day  
Approximate amount of deposit: \$4,065,000.00 per day/week

**Mr. Hector Solis:** Dept. Head  
Hidalgo County Auto License Dept.  
2804 S. Business Hwy. 281  
Edinburg, Texas 78539

Substation/Locations	Time Of Deposit	Pick-Up
#1 Edinburg	3:00 p.m.	1 (once a day)
#2 McAllen	2:30 p.m.	1 (once a day)
#3 Mission	2:00 p.m.	1 (once a day)
#4 Weslaco	1:30 p.m.	1 (once a day)
#5 San Juan	11:00 a.m.	1 (once a day)

Approximate amount of deposit: \$ 424,000.00 per day/week

**Mr. Joe Lopez,** Director  
Hidalgo County Community Supervision and Corrections Department (Adult Probation) 3100 S. Business Hwy. 281  
Edinburg, Texas 78539

Regular time of deposit: 4:30 p.m.  
Bank Name/Location: First National Bank / 100 W. Cano Street, Edinburg  
Deposit to be picked-up: (1) Once a day  
Approximate amount of deposit: \$10,000.00-\$45,000.00 per day

**EXHIBIT "A"**  
**"ARMORED CAR SERVICES"**  
**BID NO: 2008-054-05-14-VYG**

**Depository Bank Branch Locations/Sites:**

Deposits may be made at any of the following branch locations, however any and all deposits will be taken to the branch location site as requested and directed by the *Hidalgo County Elected Official, department head, and/or their designees/contact person.*

**FIRST NATIONAL BANK BRANCH LOCATIONS/SITES**

<b>Alamo</b>	1329 W. Expressway 83, Alamo
<b>Delta</b>	900 E. Highway 107, Elsa
<b>Donna</b>	503 N.D. Salinas
<b>Edinburg</b>	100 W. Cano 1920 S. Closner 320 E. University 2810 N. Closner
<b>Hidalgo</b>	524 S. Bridge
<b>La Joya</b>	701 E. Expressway 83
<b>McAllen</b>	212 N. 23rd. Street 1821 S. 10th Street 7201 N. 10th Street
<b>Mercedes</b>	301 S. Texas Avenue
<b>Mission</b>	1709 N. Conway
<b>Pharr</b>	1311 S. Cage Blvd. 100 E. Nolana
<b>Weslaco</b>	621 S. International Drive (Weslaco-1015) 911 W. Expressway 83 (Weslaco-Border)

**EXHIBIT “B”  
PAYMENT SCHEDULE**

# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY**

**BID OPENING DATE: MAY 14, 2008**

**BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: "ARMORED CAR SERVICES"**

**BID NO: 2008-054-05-14-VYG**

**BUYER II: VANGIE Y. GARCIA**

BID # RFB #	NAME OF COMPANY	OPTION I PER LOCATION/PER MONTH TOTAL PER YEAR	OPTION II PER LOCATION/PER MONTH TOTAL PRICE PER YEAR
#1	ROCHESTER ARMORED CAR CO. INC.-OMAHA, NE	\$214.24 PER LOCATION/PER MONTH \$2,357.74 PER MONTH	\$214.34 PER LOCATION/PER MONTH \$2,357.74 PER MONTH
#2			
#3			
#4			
#5			
#6			
#7			
#8			
#9			
#10			

**EXHIBIT "B"**

**BID FORM**

**Hidalgo County - Armored Car Services  
Bid No.: 2008-054-05-14-VYG**

**Option I. Initial two (2) year term:**

Monthly charge for "Armored Car Services" as requested, but not limited to, in the Specifications/Requirements to the Departments with "Branch Locations/Sites" as listed Exhibit "A" of this document and under the terms and conditions described for the initial two year term of the contract.

\$214.34 per location, per/month  
Total monthly charges per month: \$2,357.74

**Option II. Initial two-year term with an additional one (1) year renewal, at County's option:**

Monthly charge for "Armored Car Services" as requested, but not limited to, in the Specifications/Requirements to the Departments with "Branch Locations/Sites" as listed in Exhibit "A" of this document and under the terms and conditions described for the initial two-year term with an additional one year renewal, at the County's option to renew.

\$214.34 per location, per/month  
Total monthly charges per month: \$2,357.74

BIDDER/COMPANY NAME: Rochester Armored Car Co., Inc.

ADDRESS: P.O. Box 8, DTS

CITY/STATE/ZIP CODE: Omaha, NE 68101

PHONE NO: 800-558-9323 FAX NO: 402-558-9326

AUTHORIZED SIGNATURE: Michael Shea

PRINTED NAME: Michael T. Shea

TITLE: Sales & Service

DATE: 05/13/2008

**EXHIBIT “C”  
INSURANCE REQUIREMENTS**

# **EXHIBIT "C"**

## **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.

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.

# Insurance Requirement Acknowledgment

I, Michael T. Shea, authorized representative for Rochester Armored Car Co., 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: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

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

Michael Shea

Authorized Representative

05/13/2008

Date

## **Notice to Bidder:**

A 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, Michael T. Shea, possess all of the APPLICABLE:

1. Licenses: Texas Board of Private Investigators and Private Security Agencies.
2. Bonds: \_\_\_\_\_.
3. Certificates: \_\_\_\_\_.
4. Permits: \_\_\_\_\_.
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.

Michael Shea  
Authorized Signature

5/13/2008  
Date

Rochester Armored Car Co., Inc.  
Company

3937 Leavenworth Street  
Address

Omaha, NE 68105  
City, State, Zip

Client#: 24420

ROC48818

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 05/15/08
<b>PRODUCER</b> The Harry A. Koch Co. P.O. Box 45279 Omaha, NE 68145-0279 402 861-7000	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.	
<b>INSURED</b> Rochester Armored Car Co., Inc. Lewis System of Iowa, Inc. P.O. Box 8 D.T.S. Omaha, NE 68101	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A: General Casualty Co of WI	NAIC #
	INSURER B: Regent Insurance Co.	
	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 ADDL LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	CCI0262931	06/30/07	06/30/08	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
	GENTL. AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMPI/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY	BA3198343	06/30/07	06/30/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" 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 checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC \$
	GARAGE LIABILITY				AGG \$
	<input type="checkbox"/> ANY AUTO				
A	EXCESS/UMBRELLA LIABILITY	CCU0262931	06/30/07	06/30/08	EACH OCCURRENCE \$5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$5,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CWC0262931	06/30/07	06/30/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$1,000,000

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Hidalgo County ATTN: Purchasing Dept, Admin Bldg, 5th Floor 2812 S Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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
	<i>Scott F. Fisher</i>

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE Page 1 of 3

DATE  
12/19/2007

<b>PRODUCER</b>  Willis IIB 10 Woodbridge Center Dr. Suite 601 Woodbridge, NJ 07095	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.												
<b>INSURED</b>  Rochester Armored Car Co., Inc. Lewis System of Iowa, Inc. P.O. Box 8 DTS Omaha, NE 68101	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURERS AFFORDING COVERAGE</b></td> <td style="width: 20%;"><b>NAIC#</b></td> </tr> <tr> <td>INSURER A: Navigators Insurance Company</td> <td>42307-002</td> </tr> <tr> <td>INSURER B: Underwriters at Lloyd's London</td> <td>15792-001</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>	INSURER A: Navigators Insurance Company	42307-002	INSURER B: Underwriters at Lloyd's London	15792-001	INSURER C:		INSURER D:		INSURER E:	
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INSURER E:													

## COVERAGES

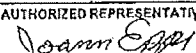
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES 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	ADD'L	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 type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		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  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WORKERS COMPENSATION LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT \$</td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE \$</td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT \$</td> <td></td> </tr> </table>	WORKERS COMPENSATION LIMITS	OTHER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$	
WORKERS COMPENSATION LIMITS	OTHER													
E.L. EACH ACCIDENT \$														
E.L. DISEASE - EA EMPLOYEE \$														
E.L. DISEASE - POLICY LIMIT \$														
A		OTHER	NY071LM006353-01	1/1/2008	1/1/2009									
B		Armored Car Transit, Vault and Safe Risk	GNYA44L	1/1/2008	1/1/2009	SEE DESCRIPTION FOR LIMITS								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
SEE ATTACHED FOR LIMITS

## CERTIFICATE HOLDER

## CANCELLATION

Hidalgo County 100 B. Cano St., 5th Floor Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 
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Willis

CERTIFICATE OF LIABILITY INSURANCE Page 2 of 3

DATE 12/19/2007

PRODUCER 732-855-3155  
Willis IIB  
10 Woodbridge Center Dr.  
Suite 601  
Woodbridge, NJ 07095

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.

INSURED Rochester Armored Car Co., Inc.  
Lewis System of Iowa, Inc.  
P.O. Box 8 DTS  
Omaha, NE 68101

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Navigators Insurance Company	42307-002
INSURER B: Underwriters at Lloyd's London	15792-001
INSURER C:	
INSURER D:	
INSURER E:	

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

LIMITS:  
 \$50,000,000 any one transit/occurrence  
 \$50,000,000 each & every loss for Omaha location  
 \$42,000,000 each & every loss for Fargo location  
 \$35,000,000 each & every loss for McAllen location  
 \$30,000,000 each & every loss for Des Moines, Sioux Falls and Iowa City locations  
 \$20,000,000 each & every loss all other locations

# Texas Department of Public Safety

## *Certificate of License*

The Texas Private Security Bureau certifies that:

**ROCHESTER ARMORED CAR CO., INC.**

**B00821**

*Is Duly Licensed as*

**Security Contractor**

Guard Company

Armored Car Company

Courier Company

Under the provisions of Chapter 1702 Texas Occupations Code, as amended  
This License

**EXPIRES: 4/30/2009**

  
\_\_\_\_\_  
Director, Tx Dept. of Public Safety

**EXHIBIT “D”**  
**CONFLICT OF INTEREST**

EXHIBIT "D"

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

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

N/A

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

N/A

Signature of person doing business with the governmental entity

Date

**EXHIBIT “E”  
PROPOSER’S AFFIDAVIT**

**BIDDER'S AFFIDAVIT**  
**Exhibit "E"**

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

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, Michael T. Shea, being first duly sworn, deposes that:

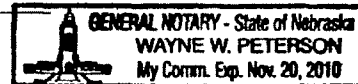
- (1) Affiant does hereby state neither the Bidder nor any of the Bidder's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other bidder, or potential bidder, 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 bid or the bid of any other bidder, 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 any of its officials or employees, any of the terms or provisions set forth in their Request for Bid and subsequent agreement, except at a meeting open to all interested bidders, 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 bidder submission date and award by the Hidalgo County County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Bidder is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: Michael Shea

Subscribed and sworn to before me this 13 day of May, 2008.

Wayne Peterson

Notary Public



My commission expires: Nov 20, 2010, 2008

# **BIDDER/VENDOR APPLICATION**

# HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department  
thru Facsimile: (956) 318-2629 or (956) 292-7612  
in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539  
or email: purchasing@co.hidalgo.tx.us

Company Name: Rochester Armored Car Co. Telephone No. ( 800 ) 558-9323	
dba Name:	
Legal Name: Rochester Armored Car Co., Inc.	
Mailing Address: P.O. Box 8, DTS	Fax No. (402 ) 558-9326
Physical Address: 3937 Leavenworth Street	
City, State, Zip Omaha, NE 68105	Tax I.D. No. 47-0488715
Remit to Address: P.O. Box 8, DTS	City, State, Zip Omaha, NE 68105
E-Mail Address: mtshea@rocarmco.com	
Representative(s) Name(s) & Title(s) Michael T. Shea	
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. 47-0488715 (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.	
State of Incorporation: Minnesota Date: 1964 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 checked="" type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: Michael T. Shea & Joseph W. Shea both Sales & Service, William J. McGowan / V.P.	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: <input type="checkbox"/> Disadvantaged Business (At Least 51% Ownership)	
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American <input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt	
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?: Armored Car Services	
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input checked="" 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): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

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**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: \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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# **W-9 FORM**

## 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 <b>ROCHESTER ARMORED CAR</b>	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>PO BOX 8 DTS</b>	Requester's name and address (optional)
City, state, and ZIP code <b>OMAHA NE 68105</b>	
List account number(s) here (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.

Social security number								

or

Employer identification number								
4	7	0	4	8	8	7	1	5

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

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>5/13/08</u>
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### 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**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.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup>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.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>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.

<sup>4</sup>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.

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 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), 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](http://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/](http://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](http://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 80-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.

# **DEBARMENT FORM**

**Certification  
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature: Michael Shea

Print Name: Michael T. Shea

Title: Sales & Service

Telephone Number: 800-558-9323 ext: 244

Date: 05/13/2008

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