



PURCHASING DEPARTMENT
County Of Hidalgo

Sears Commercial
Ms. Gail Cairnie, Account Manager
6216 Clarion Drive
Austin, Texas 78749

Via Email: gcairni@searshc.com

Re: *Renewal/Extension-C-08-063-04-22*
Hidalgo County Community Service Agency-Replacement Of Refrigerators

Dear Ms. Cairnie:

Hidalgo County Commissioners' Court will be requesting permission at the regular meeting on, Tuesday, February 24, 2009 to exercise the option to renew the contract for one (1) year increment term as provided in the above-referenced contract for: "Hidalgo County Community Service Agency-Replacement Of Refrigerators", under the same rates, terms and conditions. Renewal/Extension date effective as of April 23, 2009 terminating, April 22, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, February 20, 2009, 10:00 A.M., (or sooner if possible), via facsimile to (956) 956-318-2629 attn: Vangie Y. Garcia, Contract's Mgr. and/or by email: evangelina.garcia@co.hidalgo.tx.us

Please remit immediately an updated "Certificate Of Insurance" for the one provided in the original proposal has expired since 08/01/08, in order to be in compliance. Hidalgo County's address has also changed, it is: 2802 S. Business Hwy. 281, New Administration Building, Edinburg, Texas. This is the address that will need to be inserted under the "additional insured" column of the "Certificate Of Insurance".

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: _____

Date: _____

Sincerely,

Vangie Y. Garcia, Contracts Manager

Hidalgo County Purchasing Department

xc: file

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-08-063-04-22**

THIS CONTRACT is made and entered into this **22nd** day of **April , 2008** by and between the **COUNTY OF HIDALGO, TEXAS ("County")**, and **Sears Holdings Corporation d/b/a Sears Roebuck and Company**.

WHEREAS, Company responded to advertised notices for bids for **“Replacement of Refrigerators”** (the **“Services”**)for Hidalgo County Community Service Agency, and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, as copy of suchspecifications 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'sagreement to perform the Services in accordance with Specifications, the CommissionersCourt 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 **Hidalgo County 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 be for a period of one (1) year beginning on **April 22, 2008** and end on **April 22, 2009** with the County's option to renew for one(1)year increments for combined period not to exceed a maximum of four (4) years.

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.

4. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "A1" 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 "B" 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:

**Sears Commercial
Gail Cairnie
6216 Clarion Drive
Austin, Texas 787498-9134**

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 performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

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

of this Contract no person having such interest shall be employed or appointed by Company..

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

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

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

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

40. The Federal Government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under

an award: and

(2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

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

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

Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

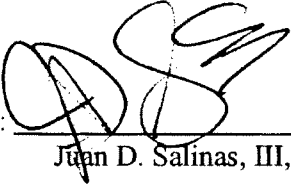
Timeframe for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price

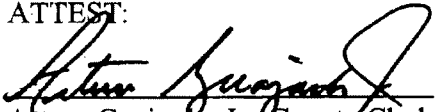
adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

WITNESS our hands in duplicate originals this _____ day of _____, 2008

By:  _____
Juan D. Salinas, III, Hidalgo County Judge

ATTEST:


Arturo Guajardo, Jr., County Clerk

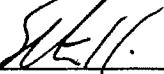
COMPANY: SEARS Commercial
By: Gail Cairnie

Printed Name: GAIL CAIRNIE

Title: Account Manager

Approved on Commissioners' Court April 22, 2008

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

By:  _____

**EXHIBIT “A”
SPECIFICATIONS**

ATTACHMENT "A"

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

"Replacement of Refrigerators"
RFP #2008-063-03-19-OGG

TECHNICAL SPECIFICATIONS

Product information. Upon being deemed qualified, proposers shall submit technical specifications for the Refrigerators. Proposer's submission must include warranty information, a 1-800 service number for the use of clients and/or agency staff and **documentation that the proposed product meets minimum efficiency requirements.**

Product Installation-Refrigerators must be installed in designated area. Installation must include new refrigerator, removal and disposal of original unit. Refrigerator must be operable in order to be considered installed. Freon must be recovered from original unit according to Federal and/or State code.

Refrigerators must meet Energy Star Rating standards

- 15 cubic ft. – less than or equal to 356 kWh yearly usage
- 17 cubic ft. - less than or equal to 391 kWh yearly usage
- 18 cubic ft. - less than or equal to 407 kWh yearly usage
- 21 cubic ft. - less than or equal to 432 kWh yearly usage

Complete installation is required.

Any additional charges must be authorized by CHGSA before contractor can proceed.

Price should include complete installation, removal and disposal of original unit



Right Hinge Selection, Non-Ice	
White (Left Hinge)	46-60532 (46-60537)
Bisque	46-60534
Interior Capacities	
Total Volume (cu. ft.)	14.8
Refrigerator Volume (cu. ft.)	11.0
Freezer Volume (cu. ft.)	3.8
Refrigerator Features	
Total Interior Shelves	3
Adjustable Shelves	2 Wire
Slide-Out Shelves	2
Fruit/Vegetable Crisper	2
Total Door Shelves/Bins	2 1/2
Gallon Door Storage	1
Covered Dairy Bin	•
Refrigerator Lights	•
Freezer Features	
Optional Ice Maker Kit (Non-Ice)	46-8087
Interior Shelves	1 Half-Width
Freezer Door Shelves/Baskets/Bins	2
Frost-Free	•
Ice Cube Tray	2

General Features	
Up-Front Temperature Controls	Dial
Drawer/Bin Color & Accents	White
Door Handles	Reach-Thru
Reversible Doors	•
Textured Steel Doors & Cabinet	•
ENERGY STAR® Qualified	•
Est. Energy Consumption (kWh/yr.)	376
Est. Yearly Operating Cost**	\$34
Volts/Amps	115/4.5
Shipping Weight (Approx. Lbs.)	175
Warranty	
1-Year Limited Warranty – Entire Appliance	Parts & Labor

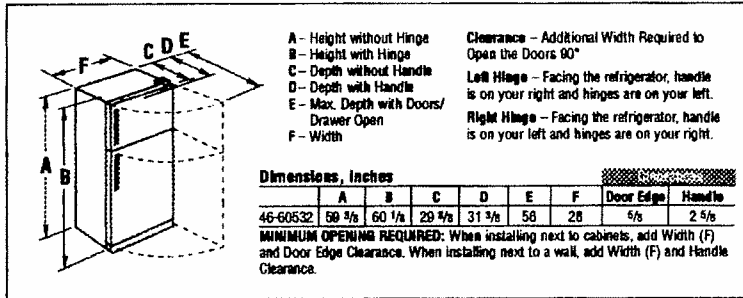
If used for other than private family purposes, warranty applies for only 90 days.

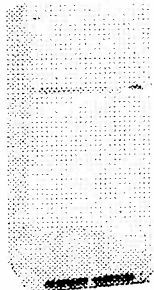
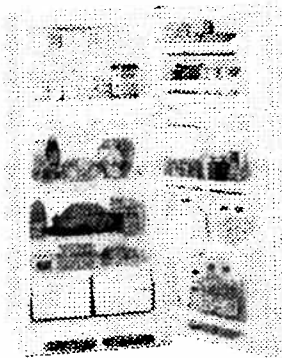
**All energy \$/yr. figures are calculated at the national average cost of \$0.0906/kWh. Energy rebates are offered and paid by the energy supplier in states where such programs exist. Criterion is based on percentage of energy efficiency attained beyond the 2006 standard. Dollar amounts may differ.

Shipped Right (Left) Hinge

Non-Ice Maker
46-60532 (46-60537) – White
46-60534 – Bisque

- 28" W x 60 1/8" H x 31 3/8" D
- Accepts optional automatic ice maker (kit #46-8087)
- 2 fruit/vegetable crispers
- 2 adjustable wire shelves
- 2 1/2 door storage shelves (1 gallon)
- Reach-thru handles
- Textured steel cabinet and reversible doors
- ENERGY STAR qualified





Right Hinge Selection, Non-Ice	
White (Left Hinge)	46-60732 (46-60737)
Bisque (Left Hinge)	46-60734 (46-60738)
Interior Capacities	
Total Volume (cu. ft.)	16.5
Refrigerator Volume (cu. ft.)	12.8
Freezer Volume (cu. ft.)	3.7
Refrigerator Features	
Total Interior Shelves	3
Adjustable Shelves	2 Wire
Slide-Out Shelves	2
Fruit/Vegetable Crisper	2
Total Door Shelves/Bins	3
Gallon Door Storage	1
Covered Dairy Bin	•
Refrigerator Lights	•
Freezer Features	
Optional Ice Maker Kit (Non-Ice)	46-8087
Interior Shelves	1 Half-Width
Freezer Door Shelves/Baskets/Bins	2
Frost-Free	•

General Features	
Up-Front Temperature Controls	Dial
Drawer/Bin Color & Accents	White
Door Handles	Reach-Thru
Reversible Doors	•
Textured Steel Doors & Cabinet	•*
ENERGY STAR® Qualified	•
Est. Energy Consumption (kWh/yr.)	391
Est. Yearly Operating Cost**	\$35
Volts/Amps	115/4.5
Shipping Weight (Approx. Lbs.)	190
Warranty	
1-Year Limited Warranty - Entire Appliance	Parts & Labor

If used for other than private family purposes, warranty applies for only 90 days.

*Galvanized steel cabinet

**All energy \$/Yr. figures are calculated at the national average cost of \$0.0906/kWh. Energy rebates are offered and paid by the energy supplier in states where such programs exist. Criterion is based on percentage of energy efficiency attained beyond the 2006 standard. Dollar amounts may differ.

Shipped Right (Left) Hinge

Non-Ice Maker

46-60732 (46-60737) - White
46-60734 (46-60738) - Bisque

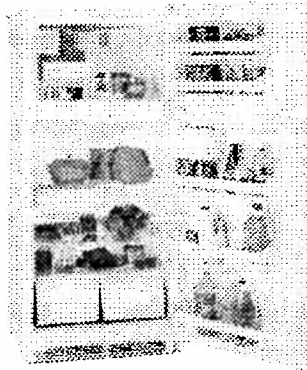
- 28" W x 65 1/8" H x 31 3/8" D
- Accepts optional automatic ice maker (kit #46-8087)
- 2 fruit/vegetable crispers
- 2 adjustable, slide-out wire shelves
- 3 door storage shelves (1 gallon)
- Reach-thru handles

A - Height without Hinge
B - Height with Hinge
C - Depth without Handle
D - Depth with Handle
E - Max. Depth with Doors/Drawer Open
F - Width

Clearance - Additional Width Required to Open the Doors 90°
Left Hinge - Facing the refrigerator, handle is on your right and hinges are on your left.
Right Hinge - Facing the refrigerator, handle is on your left and hinges are on your right.

Dimensions, Inches								
	A	B	C	D	E	F	Door Edge	Handle
46-60732	64 3/8	65 1/8	29 3/8	31 3/8	56	28	5/8	2 5/8

MINIMUM OPENING REQUIRED: When installing next to cabinets, add Width (F) and Door Edge Clearance. When installing next to a wall, add Width (F) and Handle Clearance.



Right Hinge Selection, Non-Ice	
White	46-60892
Bisque	46-60894
Interior Capacities	
Total Volume (cu. ft.)	18.2
Refrigerator Volume (cu. ft.)	14.1
Freezer Volume (cu. ft.)	4.1
Refrigerator Features	
Total Interior Shelves	3
Adjustable Shelves	2 Wire
Slide-Out Shelves	2
Snack/Deli Drawer	1
Fruit/Vegetable Crisper	2
Total Door Shelves/Bins	3
Gallon Door Storage	1
Covered Dairy Bin	•
Refrigerator Lights	•
Freezer Features	
Optional Ice Maker Kit (Non-Ice)	46-8087
Interior Shelves	1 Half-Width
Freezer Door Shelves/Baskets/Bins	2
Frost-Free	•

General Features	
Up-Front Temperature Controls	Dial
Drawer/Bin Color & Accents	White
Door Handles	Reach-Thru
Reversible Doors	•
Textured Steel Doors & Cabinet	•
Adjustable Front Rollers	•
ENERGY STAR® Qualified	•
Est. Energy Consumption (kWh/yr.)	407
Est. Yearly Operating Cost**	\$37
Volts/Amps	115/4.5
Shipping Weight (Approx. Lbs.)	205

Warranty
 1-Year Limited Warranty – Entire Appliance
 Parts & Labor

If used for other than private family purposes, warranty applies for only 90 days.

**All energy \$/Yr. figures are calculated at the national average cost of \$0.0906/kWh. Energy rebates are offered and paid by the energy supplier in states where such programs exist. Criterion is based on percentage of energy efficiency attained beyond the 2005 standard. Dollar amounts may differ.

Non-Ice Maker
 46-60892 – White
 46-60894 – Bisque

- 29 5/8" W x 66 1/8" H x 31 7/8" D
- Accepts optional automatic ice maker (kit #46-8087)
- 2 fruit/vegetable crispers
- 2 adjustable, slide-out wire shelves
- 3 door storage shelves (1 gallon)
- Adjustable rollers
- Textured steel cabinet and reversible doors
- ENERGY STAR qualified

A – Height without Hinge
 B – Height with Hinge
 C – Depth without Handle
 D – Depth with Handle
 E – Max. Depth with Doors/Drawer Open
 F – Width

Clearance – Additional Width Required to Open the Doors 90°
 Left Hinge – Facing the refrigerator, handle is on your right and hinges are on your left.
 Right Hinge – Facing the refrigerator, handle is on your left and hinges are on your right.

Dimensions, Inches	A	B	C	D	E	F	Door Edge	Handle
46-60892	65 3/8	66 1/8	29 7/8	31 7/8	58 1/8	29 5/8	5/8	2 5/8

MINIMUM OPENING REQUIRED: When installing next to cabinets, add Width (F) and Door Edge Clearance. When installing next to a wall, add Width (F) and Handle Clearance.

18408

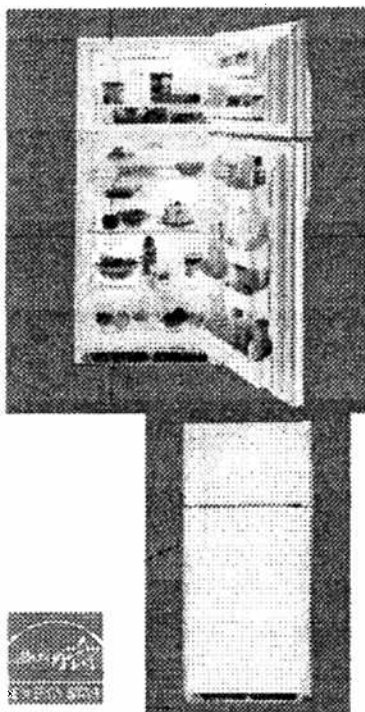


Because of our continuous program of product improvement, Sears reserves the right to change materials and specifications without notice. Consult installation instructions packed with the product for final dimensional data. For complete warranty information, contact your local Sears Contract Sales Account Manager.



46-6089X.PDF

Effective 09/05/06
 Rev. 1



Right Hinge Selection, Factory Ice	
White	46-77172
Stainless (Left Hinge)	46-77173 (46-77170)
Bisque	46-77174
Black	46-77179
Right Hinge Selection, Non-Ice	
White	46-67172
Stainless (Left Hinge)	46-67173 (46-67170)
Bisque	46-67174
Black	46-67179
Interior Capacities	
Total Volume (cu. ft.)	20.6
Refrigerator Volume (cu. ft.)	15.3
Freezer Volume (cu. ft.)	5.3
Refrigerator Features	
Total Interior Shelves	5 Glass
Spill Proof Glass Shelves	4
Adjustable Shelves	4
Slide-Out Shelves	2
Snack/Deli Drawer	1
Fruit/Vegetable Crisper	2 Humidity
Total Door Shelves/Bins	5 (4 Adjustable)
Gallon Door Storage	4 Adjustable
Dairy Bin	●
Refrigerator Light	1
Freezer Features	
Factory-Installed Ice Maker	●
Interior Shelves	1 Adjustable
Freezer Door Shelves/Baskets/Bins	2
Defrost	Frost-Free

General Features	
Up-Front Temperature Controls	Dial
Drawer/Bin Color & Accents	Clear
Door Handles	Reach-Thru
Reversible Doors	●†
Textured Steel Doors & Cabinet	Rounded Doors**
Accepts Designer Frame & Panel Kits	●
Adjustable Front Rollers	●
ENERGY STAR® Qualified	●
Est. Energy Consumption (kWh/yr.)	432
Est. Yearly Operating Cost*	\$36
Volts/Amps	115/4.5
Shipping Weight (Approx. Lbs.)	220

Warranty
 1-Year Limited Warranty – Entire Appliance
 Parts & Labor
 If used for other than private family purposes, warranty applies for only 90 days.

†Stainless model has a unique model number for left hinge
 *All energy \$/yr. figures are calculated at the national average cost of \$0.0629/kWh. Energy rebates are offered and paid by the energy supplier in states where such programs exist. Criterion is based on percentage of energy efficiency attained beyond the 2002 standard. Dollar amounts may differ.
 **Stainless model doors are smooth finish

Shipped Right (Left) Hinge

- Factory Ice Maker**
 46-77172 – White
 46-77173 (46-77170) – Stainless
 46-77174 – Bisque
 46-77179 – Black

- ✦ Factory-installed automatic ice maker
- ✦ 2 humidity-controlled crispers
- ✦ 5 tempered glass shelves (4 adjustable, spill proof, 2 slide-out)
- ✦ 5 door storage bins (4 adjustable gallon)

- Non-Ice Maker**
 46-67172 – White
 46-67173 (46-67170) – Stainless
 46-67174 – Bisque
 46-67179 – Black

Similar to 46-77172; accepts optional automatic ice maker (Kit #46-8087)

Overall	Cabinet	Doors	Handles	Vent
White	White	White	White	White
Stainless	Black	Stainless	Black	Black
Bisque	Bisque	Bisque	Bisque	Bisque
Black	Black	Black	Black	Black

A – Height without Hinge
B – Height with Hinge
C – Depth without Handle
D – Depth with Handle
E – Max. Depth with Doors/Drawer Open
F – Width

Clearance – Additional Width Required to Open the Doors 90°

Left Hinge – Facing the refrigerator, handle is on your right and hinges are on your left.

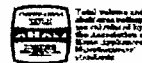
Right Hinge – Facing the refrigerator, handle is on your left and hinges are on your right.

Dimensions (In.)	HEIGHT		DEPTH			WIDTH		CLEARANCES	
	A	B	C	D	E	F	Door Edge	Handle	
46-77172/46-67172	68 1/4	69	31 3/4	33 3/4	60	29 5/8	1/2	2 1/2	

MINIMUM OPENING REQUIRED: When installing next to cabinets, add Width (F) and Door Edge Clearance. When installing next to a wall, add Width (F) and Handle Clearance.



Because of our continuous program of product improvement, Sears reserves the right to change materials and specifications without notice. Consult installation instructions packed with the product for final dimensional data. For complete warranty information, contact your local Sears Contract Sales Account Manager.



46-7717X.PDF
 Effective 05/31/06
 Rev. 1

EXHIBIT "A1"
FEE SCHEDULE

ATTACHMENT "A-1"
HIDALGO COUNTY COMMUNITY SERVICE AGENCY
 "Replacement of Refrigerators"
 RFP #2008-063-03-19—OGG
PROPOSAL WORK SHEET
 (Section A)

Appliance	Materials	Labor	Total	Quantity*	Grand Total
<u>Refrigerator</u>					
Install 15 cubic ft.	\$ <u>440⁰⁰</u>	\$ <u>85⁰⁰</u>	\$ <u>525⁰⁰</u>	X 10 =	\$ <u>5,250⁰⁰</u>
Install 17 cubic ft.	\$ <u>445⁰⁰</u>	\$ <u>85⁰⁰</u>	\$ <u>530⁰⁰</u>	X 10 =	\$ <u>5,300⁰⁰</u>
Install 18 cubic ft.	\$ <u>460⁰⁰</u>	\$ <u>85⁰⁰</u>	\$ <u>545⁰⁰</u>	X 125 =	\$ <u>68,125⁰⁰</u>
Install 21 cubic ft.	\$ <u>525⁰⁰</u>	\$ <u>85⁰⁰</u>	\$ <u>610⁰⁰</u>	X 25 =	\$ <u>15,250⁰⁰</u>

QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY

Material \$ _____ Labor \$ _____ Total \$ _____

Grand Total \$ 93,925⁰⁰

PLEASE ENSURE TOTALS ARE CORRECT

ATTACHMENT "A-2"

HIDALGO COUNTY COMMUNITY SERVICE AGENCY
"Replacement of Refrigerators"
RFP #2008-063-03-19-OGG

PROPOSAL SHEET TOTALS

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

Refrigerators
Item #1-4

Section A Grand Total \$ 93,925⁰⁰

Section A Grand Total \$ 93,925⁰⁰
(Please ensure total is correct!)

Use prices are quoted for Hidalgo County, CHCSA's service area.

Company Name: Sears Commercial

Proposer's Name: GAIL CAIRNIE
(Please print name)

Date: 03-10-08

Proposer's Signature: Gail Cairnie

**EXHIBIT “B”
INSURANCE**

PRODUCER Aon Risk Services, Inc. of ILLINOIS 200 East Randolph Street Chicago, IL. 60601		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.													
Phone: (866) 283-7122 Fax: (847) 953-5390		<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Self Insured Retention</td> <td></td> </tr> <tr> <td>INSURER B: Ace American Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER C: Indemnity Ins. Co. of North America</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Self Insured Retention		INSURER B: Ace American Ins. Co.		INSURER C: Indemnity Ins. Co. of North America		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #														
INSURER A: Self Insured Retention															
INSURER B: Ace American Ins. Co.															
INSURER C: Indemnity Ins. Co. of North America															
INSURER D:															
INSURER E:															
INSURED Sears Holdings Corporation d/b/a Sears, Roebuck and Co. Attn: Risk Management E3-219A 3333 Beverly Road Hoffman Estates, IL. 60179															

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 OF THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN HAVE BEEN REDUCED Y PAID CLAIMS.

INSR LTR	ADD'L INSR D	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A		GENERAL LIABILITY	Self Insured Retention \$5,000,000	08/01/2007	08/01/2008	EACH OCCURRENCE	XXXXXXX	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	XXXXXXX	
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	XXXXXXX	
						PERSON & ADV INJURY	XXXXXXX	
						GENERAL AGGREGATE	XXXXXXX	
						PRODUCTS-COMP/OPP AGG	XXXXXXX	
		GENL AGGREGATE LIMIT APPLIES PER:						
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LO C						
B B		AUTOMOBILE LIABILITY	ISAH08215984	08/01/2007	08/01/2008	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000	
		<input checked="" type="checkbox"/> ANY AUTO	ISAH08216009	08/01/2007	08/01/2008	BODILY INJURY (Per person)	XXXXXXX	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	XXXXXXX	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident)	XXXXXXX	
		<input type="checkbox"/> HIRED AUTOS						
		<input type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	XXXXXXX	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	XXXXXXX	
						AUTO ONLY: AGG	XXXXXXX	
B B C		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	XXXXXXX	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	XXXXXXX	
		<input type="checkbox"/> DEDUCTIBLE					XXXXXXX	
		<input type="checkbox"/> RETENTION \$					XXXXXXX	
		WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	WLRC44477282(CA)	08/01/2007	08/01/2008	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS	Statutory	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS BELOW	SCFC44477270(W) WLRC44477269(AOS)	08/01/2007 08/01/2007	08/01/2008 08/01/2008		E.L. EACH ACCIDENT	\$1,000,000
OTHER					E.L. DISEASE - EA EMPLOYEE	\$1,000,000		
					E.L. DISEASE - POLICY LIMIT	\$1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The County of Hildago Texas is included as Additional Insured where required by written contract or agreement.

CERTIFICATE HOLDER The County of Hildago Texas 100 E. Cano St. 4 th Floor Adm. Bldg. Edinburg, TX 78539		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAKE _30_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Aon Risk Services, Inc. of Illinois	
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