

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-290-12-07

THIS CONTRACT is made and entered into this 7th day of **December, 2010** by and between the **County of Hidalgo, Texas** ("County"), and **ITW Food Equipment Group, LLC d/b/a Hobart Service** ("Company").

WHEREAS, Company responded to notices of Request for Sealed Quotes (RFSQ) for "**Maintenance & Repairs of Kitchen Equipment and Appliances**" (on an as needed basis) (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet, the Commissioners Court of 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 to locations within the **Hidalgo County Sheriff's Office**. 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 **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office** or its 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **December 17, 2010** and expiring on **December 16, 2011**, but in no event to exceed the \$50,000.00 statutory bid limit (per calendar year), with the County's sole option to renew/extend for an additional one (1) year term. County also reserves the right to continue this Request for Sealed Quotes (RFSQ) for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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 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 employment of Company who operate such 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 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 insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. 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.

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

11. 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 performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. 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:

to County:	The County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company	ITW Food Equipment Group, LLC d/b/a Hobart Service 1200 East Hackberry, Suite # C McAllen, Texas 78501

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 County without cause upon thirty (30) days written

notice.

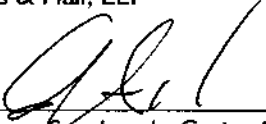
15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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.

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


APPROVED AS TO FORM:

Atlas & Hall, LLP

By: 
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: 
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 12/7/10 SGA

COMPANY:

ITW Food Equipment Group, LLC d/b/a
Hobart Service

By: 

Printed Name: Tom S. Stewart

Title: Manager / Hobart Service

EXHIBIT "A"
REQUEST FOR SEALED QUOTES (RFSQ)
PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR SEALED QUOTES CHECKLIST

HIDALGO COUNTY SHERIFF'S OFFICE

" MAINTENANCE & REPAIRS OF KITCHEN

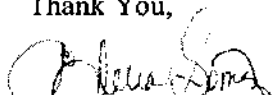
EQUIPMENT & APPLIANCES @ JAIL"

RFSQ: 2010-290-11-08-MEG

1. Request for Sealed Quotes Letter, consisting of 1 page.
2. Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 4 pages.
4. Exhibit "B" Bid Page consisting of 2 page.
5. Exhibit "C" Insurance Requirements, consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Bidder/Vendor Application, consisting of 2 pages.
8. Tax form W-9 consisting of 4 pages.
9. Certification Regarding Debarment, consisting of 1 page.
10. Draft Service Contract, consisting of 8 pages.

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

Thank You,


Elena Gomez, Buyer



PURCHASING DEPARTMENT
County Of Hidalgo

November 2, 2010

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
REQUEST FOR SEALED QUOTES
"Maintenance & Repairs for Kitchen Equipment & Appliances @ Jail"
RFSQ: 2010-290-11-08-MEG

Dear Participants:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Elena Gomez".

Elena Gomez, Buyer
Hidalgo County Purchasing Department

Enclosures

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY SHERIFF'S OFFICE "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"

DUE DATE: November 08, 2010

Contact Person:

Elena Gomez, Buyer
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626 X 4855

Form HCPD-03

LEGAL NOTICE

RFSQ No: 2010-290-11-08-MEG

1. Sealed quotes will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFSQ.
2. All RFSQs are required with the Participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFSQ NO. 2010-290-11-08-MEG - HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 5:00 p.m., MONDAY, NOVEMBER 08, 2010 FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFSQ. NO. 2010-290-11-08-MEG.** Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."
4. The Participant shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible Participant, or to reject all RFSQs and re-advertise.
5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.
9. Any interpretations, amendments, corrections or changes to this RFSQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.
10. County reserves the right to accept or reject any or all RFSQs.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Elena Gomez, Buyer
(956) 318-2626 x 4855

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- . Invoices must include:
 - a) Name and address of successful Participant
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)

former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor. Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If during the life of any contract or RFSQ awarded, the successful Participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. RFSQs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, represents to County that it meets the following requirements:
- . Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful Participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful Participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful Participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Participant shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful Participant's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful Participant.
28. Successful Participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract

pursuant to this Request for RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful Participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

RFSQ
for
HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE & REPAIRS OF KITCHEN
EQUIPMENT & APPLIANCES @ JAIL"
RFSQ NO.: 2010-290-11-08-MEG

To: Elena Gomez, Buyer
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs Of Kitchen Equipment & Appliances At County Jail"
RFSQ NO. 2010-290-11-08-MEG

SPECIFICATIONS:

Hidalgo County Sheriff's Office is seeking qualified vendors to Maintain & Repair of Kitchen Equipment & Appliances at the County Jail.

REQUIREMENTS:

- REPAIR SERVICE: All services will be performed upon request of Sheriff's Office by the awarded vendor(s) during normal business days and hours. (Unless otherwise instructed by Hidalgo County Sheriff's Office)
- REPLACEMENT PARTS: All replacement parts will be provided pursuant to the term contract.
- SERVICE CALLS: All service call will have a response within twelve (12) hours.
- All services will be done on an **"As Needed Basis"**.

TERMS & CONDITIONS

1. Awarded vendor(s) should propose price for a period of one (1) year commencing upon termination upon current contract with the County's option to extend for an additional (1) one year but in no event to exceed the \$50,000.00 (per year) statutory bid limit.
2. Hidalgo County reserves the right to continue this quote for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new quote for the next contract term.
3. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.
4. Hidalgo County reserves the right to award to **one or multiple vendors** whichever is in the best interest of the County.
5. Any contract awarded to a successful awarded vendor(s) will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
6. Hidalgo County reserves the right to award canceled contract to next lowest awarded vendor(s) as it deems to be in the best interest of the County.
7. The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits through out the contract term, as described and listed in: Exhibit "C" Insurance Requirements.
8. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
9. Vendor will make arrangements with the Hidalgo County Purchasing Department to view and inspect equipment prior to submitting quote (if necessary).

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs Of Kitchen Equipment & Appliances At County Jail"
RFSQ NO. 2010-290-11-08-MEG

Market Volatility and Unit Price Adjustments:

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

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

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

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

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs Of Kitchen Equipment & Appliances At County Jail"
RFSQ NO. 2010-290-11-08-MEG

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

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

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Elena Gomez Buyer, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Thursday November 4, 2010 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday November 5, 2010 by 5:00 p.m.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs Of Kitchen Equipment & Appliances At County Jail"
RFSQ NO. 2010-290-11-08-MEG

EQUIPMENT TO BE COVERED UNDER SERVICE AGREEMENT

#	MODEL	DESCRIPTION	SERIAL #
1	G40TB-SEFACS	BRAISING PAN, ML52351	46-2002177
2	G40TB-SEFACS	BRAISING PAN, ML52351	46-2004677
3	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396552
4	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396553
5	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396554
6	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396555
7	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396556
8	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396557
9	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396558
10	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396559
11	5GRS65F-SEFCAA	BATTERIED FRYERS W/F	481395770
12	GH45-SEFBEZ	FOUR OPEN TOP BURNER	481393515
13	60-SEFBAZ	MED DUTY GAS RANGE	481394777
14	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398299
15	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398300
16	FASSXLC-HOBART	20" TWIN SUPER CARBO	WT3817900C
17	972A-SEFBGE	GRIDDLE **OBSOLETE	601111063
18	SCT-763-STERO	SCT-768 STERO DISHWA	6924010-01
19	HEW-HOBART	HYDROBLEND HWB UNIT	WT3817900D
20	RW132W	1 SEC HOT BOX WIDE	058327-C
21	RW132W	1 SEC HOT BOX WIDE	058328-C
22	GT100E-SEFABL	STEAM KETTLE GT100E	271132435
23	84186	BUFFALO CHOPPER	561-146623
24	2612C	FOOD SLICER	146745/146747
25	14600C	MIXER BASE & PEDESTAL UNIT	311238438

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2010-290-11-08-MEG

Vendor must thoroughly fill in each section of the Quote Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification. **N/A if not applicable**

#	MODEL	DESCRIPTION	SERIAL #	UNIT PRICE	TOTAL PRICE
1	G40TB-SEFACS	BRAISING PAN, ML52351	46-2002177		
2	G40TB-SEFACS	BRAISING PAN, ML52351	46-2004677		
3	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396552		
4	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396553		
5	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396554		
6	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396555		
7	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396556		
8	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396557		
9	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396558		
10	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396559		
11	5GRS65F-SEFCAA	BATTERIED FRYERS W/F	481395770		
12	GH45-SEFBEZ	FOUR OPEN TOP BURNER	481393515		
13	60-SEFBAZ	MED DUTY GAS RANGE	481394777		
14	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398299		
15	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398300		
16	FASSXLC-HOBART	20" TWIN SUPER CARBO	WT3817900C		
17	972A-SEFBGE	GRIDDLE **OBSOLETE	601111063		
18	SCT-763-STERO	SCT-768 STERO DISHWA	6924010-01		
19	HEW-HOBART	HYDROBLEND HWB UNIT	WT3817900D		
20	RW132W	1 SEC HOT BOX WIDE	058327-C		
21	RW132W	1 SEC HOT BOX WIDE	058328-C		
22	GT100E-SEFABL	STEAM KETTLE GT100E	271132435		
23	84186	BUFFALO CHOPPER	561-146623		
24	2612C	FOOD SLICER	146745/146747		
25	14600C	MIXER BASE & PEDESTAL UNIT	311238438		

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2010-290-11-08-MEG

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE #: () _____ FAX NO. :() _____

CELL # _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

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.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must 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.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE DATE (MM/DD/YY)

PRODUCER: _____

INSURED: _____

INSURER A: _____

INSURER B: _____

INSURER C: _____

INSURER D: _____

INSURER E: _____

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

INSURERS AFFORDING COVERAGE

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LETTER	COVERAGE	AGGREGATE LIMIT	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERAGE	LIMIT
A	GENERAL LIABILITY				FACTOR OVERSIGHT	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PROPERTY DAMAGE - Any one occurrence	\$
	<input type="checkbox"/> COMMERCIAL AUTO				MEDICAL - Any one person	\$
	<input type="checkbox"/> OWNERS & CONSUMERS				PROPERTY DAMAGE - Injuries	\$
	<input type="checkbox"/> OWNERS PROTECTIVE LIABILITY				GENERAL AGGREGATE	\$
	GENERAL AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> NO			PRODUCTS - COMP/OP	\$	
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Accidents)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNERS/LESSEES				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> ALL OWNERS/LESSEES				PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> ANY AUTO				AUTO OWNERS ACCIDENT	\$
C	EXCESS LIABILITY				OTHER THAN GARAGE AUTO	\$
	<input type="checkbox"/> UNDER CLAIMS				AGGREGATE	\$
	<input type="checkbox"/> RETENTION					\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				NO STATE LIMITS	\$
					ALL ACCIDENTS	\$
					ALL EMPLOYERS	\$
	OTHER				ALL DISTRICTS	\$

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	ADDITIONAL INSURED: INSURER LETTER:	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:
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Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
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.

Authorized Representative

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, _____, possess all of the APPLICABLE:

1. Licenses: _____.

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.

Authorized Signature

Date

Company

Address

City, State, Zip

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.

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.

Name of Officer

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

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

[] Yes [] No

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

[] Yes [] No

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

[] Yes [] No

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

4

Signature of person doing business with the governmental entity

Date

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input 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.)	
City, state, and ZIP code		
Requester's name and address (optional)		
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.

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

Social security number								
or								
Employer identification number								

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.)

Sign Here	Signature of U.S. person ▶	Date ▶
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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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

Nonresident alien who becomes a resident alien.

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

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.

Also see *Special rules regarding partnerships* on page 1.

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 income tax return. 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 income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

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

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

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

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

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, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

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

**Certification
Regarding Debarment, Suspension and Ineligibility**

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

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

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

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

EXHIBIT "B"
VENDOR'S SEALED QUOTES

EXHIBIT "B"

Quote Page

HIDALGO COUNTY SHERIFF'S OFFICE

"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"

RFSQ NO. 2010-290-11-08-MEG

Vendor must thoroughly fill in each section of the Quote Page (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification. N/A if not applicable

#	MODEL	DESCRIPTION	SERIAL #	UNIT PRICE	TOTAL PRICE
1	G40TB-SEFACS	BRAISING PAN. ML52351	46-2002177	—	—
2	G40TB-SEFACS	BRAISING PAN. ML52351	46-2004677	—	—
3	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396552	846.00	846.00
4	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396553	846.00	846.00
5	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396554	846.00	846.00
6	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396555	846.00	846.00
7	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396556	846.00	846.00
8	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396557	846.00	846.00
9	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396558	846.00	846.00
10	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396559	846.00	846.00
11	5GRS65F-SEFCAA	BATTERIED FRYERS W F	481395770	3010.00	3010.00
12	GH45-SEFBEZ	FOUR OPEN TOP BURNER	481393515	354.00	354.00
13	60-SEFBAZ	MED DUTY GAS RANGE	481394777	497.00	497.00
14	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398299	2616.25	2616.25
15	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398300	2616.25	2616.25
16	FASSXLC-HOBART	20" TWIN SUPER CARBO	WT3817900C	540.00	540.00
17	972A-SEFBGE	GRIDDLE **OBSOLETE	601111063	843.00	843.00
18	SCT-763-STERO	SCT-768 STERO DISHWA	6924010-01	4717.00	4717.00
19	HEW-HOBART	HYDROBLEND HWB UNIT	WT3817900D	705.00	705.00
20	RW132W	1 SEC HOT BOX WIDE	058327-C	837.00	837.00
21	RW132W	1 SEC HOT BOX WIDE	058328-C	837.00	837.00
22	GT100E-SEFABL	STEAM KETTLE GT100E	271132435	592.00	592.00
23	84186	BUFFALO CHOPPER	561-146623	459.00	459.00
24	2612C	FOOD SLICER	146745-146747	319.00	319.00
25	14600C	MIXER BASE & PEDESTAL UNIT	311238438	474.00	474.00

EXHIBIT "B"

Quote Page

HIDALGO COUNTY SHERIFF'S OFFICE

"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"

RFSQ NO. 2010-290-11-08-MEG


BIDDER/COMPANY NAME: Hobart Service
ADDRESS: 1200. E. Hackberry #C
CITY/STATE/ZIP CODE: McAllen Tx 78501
PHONE #: 956) 618-1817 FAX NO.: 956) 618-1983
CELL # 956-587-1904
AUTHORIZED SIGNATURE: 
PRINTED NAME: James S. Westcott
TITLE: Branch Manager

EXHIBIT "C"
INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 500 WEST MONROE STREET CHICAGO, IL 60661 Attn: Fax 212-948-0300 or ITW.certrequest@marsh.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	PRODUCER CUSTOMER ID #:	
300045-HOBAR-HOBAR-10-11	INSURER(S) AFFORDING COVERAGE	
INSURED ILLINOIS TOOL WORKS INC. ITW FOOD EQUIPMENT GROUP ATTN: VICKI LADE 701 S. RIDGE AVENUE TROY, OH 45374-0001	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: American Zurich Insurance Company	40142
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CHI-002985984-18 **REVISION NUMBER:** 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 S.I.R. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLO 9373453-07	11/01/2010	11/01/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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 <input checked="" type="checkbox"/> \$500,000 DED COMP & COLL			BAP 9373447-07	11/01/2010	11/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N N	N/A	WC 9373451-08 (AOS Ded) WC 9373452-08 (Retro - ID, WI)	11/01/2010 11/01/2010	11/01/2011 11/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 ITW FOOD EQUIPMENT GROUP INCLUDES THE FOLLOWING AS INSUREDS: HOBART (SUCCESSOR TO HOBART CORPORATION), HOBART BAKERY SYSTEMS, BAXTER MANUFACTURING, TRAUlsen, VULCAN-HART, AXIOM EQUIPMENT, AVERY BERKEL, BERKEL, CRIMSCO, GAYLORD INDUSTRIES, KAIRAK, SOMAT, STERO, WITTCO FOODSERVICE EQUIPMENT, WOLF RANGE, MANNHART, PEERLESS GROUP.
 DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE.

CERTIFICATE HOLDER HIDALGO COUNTY PURCHASING DEPT. 2812 S. HIGHWAY BUS 281 EDINBURG, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Katy E. Jones
--	--

ADDITIONAL INFORMATION

CHI-002985984-18

DATE (MM/DD/YYYY)

12/13/2010

PRODUCER

MARSH USA INC.
500 WEST MONROE STREET
CHICAGO, IL 60661
Attn: Fax 212-948-0300 or ITW.certrequest@marsh.com

300045-HOBAR-HOBAR-10-11

INSURED

ILLINOIS TOOL WORKS INC.
ITW FOOD EQUIPMENT GROUP
ATTN: VICKI LADE
701 S. RIDGE AVENUE
TROY, OH 45374-0001

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER G:

INSURER H:

INSURER I:

INSURER J:

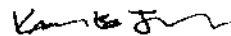
TEXT

INSURANCE COVERAGE IS SUBJECT TO POLICY EXCLUSIONS, POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

HIDALGO COUNTY
PURCHASING DEPT.
2812 S. HIGHWAY BUS 281
EDINBURG, TX 78539

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Katey E. Jones



INCLUDED				EACH EMPLOYEE	\$1,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE		DATE
		08-Nov-2010
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=0367. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
PRODUCER Marsh USA Inc. ("Marsh")	INSURED ILLINOIS TOOL WORKS INC. 3600 West Lake Avenue Glenview, Illinois 60026-1215 United States	
ADDITIONAL INFORMATION * GENERAL LIABILITY SUBJECT \$1,000,000 SIR AUTOMOBILE PHYSICAL DAMAGE - USD \$500,000 COMP & COLL. DEDUCTIBLE ILLINOIS TOOL WORKS INC. INCLUDING ITS BUSINESS UNITS LISTED BELOW: ACCESSORIES MARKETING ACME PACKAGING ACME PACKAGING SYSTEMS ACME DISTRIBUTOR SALES AIM COMPONENTS AIR MANAGEMENT ALMA AMERI-CAD AMERICAN SAFETY TECHNOLOGIES AMP ANCHOR FASTENERS ANCHOR STAMPINGS ANGLEBOARD ARK-LES ASSEMBLY COMPONENTS ATLANTIC MILLS AUTO WAX AUTOMOTIVE FINISHING AUTOMOTIVE PROFIT PROGRAMS AUTOMOTIVE REFINISHING AVERY BERKEL AVERY-WEIGH-TRONIX B & L PLASTICS BAGCO, INC. BALANCE ENGINEERING BAXTER MANUFACTURING BAY AREA LABELS BAYSHORE TRUCK EQUIPMENT COMPANY BEDFORD WIRE BEE LEITZKE BERKEL BERNARD WELDING COMPONENTS BGK BLUE RIDGE PLASTICS, LLC		

BRANDS
BUEHLER INTERNATIONAL
BUILDDEX
CAL SENSORS
CARGO SAFE
CCC HEAVY DUTY TRUCK PARTS CO.
CCC PARTS COMPANY
CCC PARTS COMPANY D/B/A TRUCK PARTS SPECIALISTS
CCC TRUCK PARTS COMPANY
CCI CORPORATION
CEAST
CENTRAL LABELS
CFC INTERNATIONAL
CHEMTRONICS
CHRONOMATIC
CHRONOTHERM
CIP FASTENERS
CIP STAMPINGS
CODING PRODUCTS
COOLING SYSTEMS
COMMERCIAL GSE
COMPONENTS & TOOLS
CONTAINER STRAPPING
CONVERTED PRODUCTS
COVID SECURITY GROUP
CRANE CARRIER CORP
DAHTI
DELPRO
DELTAR - TEKFAST
DELTAR ENGINEERED COMPONENTS
DELTAR I.P.A.C.
DELTAR RELEASE SYSTEMS
DEVCON
DIAGRAPH - LABEL GROUP
DIAGRAPH - MARKING & CODING
DIAGRAPH - MSP
DOT LABEL INC.
DOWN RIVER
DRAWFORM
DRIVE TRAIN SPECIALISTS OF TULSA, INC.
DUO FAST CONSTRUCTION
DYKEM
DYMON
DYNATEC
DYNOTECH ENGINEERING
E.H. WACHS COMPANY
ELASTOMERIC ROOFING SYSTEMS, INC.
ELECTRO STATIC TECHNOLOGY
ELECTROCAL
ELECTRONIC COMPONENT PACKAGING SYSTEMS
ENGINEERED FASTENERS
ENVOPAK US
F. B. JOHNSTON GRAPHICS, INC.
FANTAPAK INTERNATIONAL GROUP
FASTEX DISTRIBUTION
FASTEX OEM & APPLIANCE
FIBRE GLASS-EVERCOAT COMPANY
FILTERTEK
FILTRATION PRODUCTS
FILTRATION - GENEVA
FLEETWOOD - SIGNODE
FOILMARK
FOILS - PLASTICS & SECURITIES
FOILS - PRINTED PRODUCTS
FOOD EQUIPMENT GROUP NORTH AMERICA
FORMEX
FOXJET
FRANKLYNN INDUSTRIES
FUTURA COATINGS

GALE WRAP
GAYLORD INDUSTRIES
GEMA
GERRARD STRAPPING COMPANY
GSE MILITARY
GSE SCALES SYSTEMS
HARTNESS INTERNATIONAL (GENERAL LIABILITY & AUTOMOBILE)
HEARTLAND MANUFACTURING COMPANY
HEAVY DUTY PARTS, INC.
HI-CONE
HIGH MIND
HIGHLAND
HOBART BAKERY SYSTEMS
HOBART - DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE
HOBART BROTHERS
HOBART GROUND POWER
HOLOGRAPHICS
HWA MEIR
I. KELA
IMPRO
IMTRAN
INDUSTRIAL FINISHING
INSTRON
INSULATED PRODUCTS
INSULATION SYSTEMS
INTERNATIONAL HOLOGRAPHIC PAPER (IHP)
ION SYSTEMS, INC.
ITW BUILDING COMPONENTS GROUP INC.
ITW CONSTRUCTION SERVICE & PARTS
ITW CONSUMER
ITW CONSUMER DEVCON/VERSACHEM
ITW FOOD EQUIPMENT LLC
ITW INDUSTRIAL FASTENING
ITW MULLER
ITW STRAPBINDER
J & B AVIATION
JEMCO
JETLINE ENGINEERING
JIT MANUFACTURING
JIT TECHNOLOGIES
JOSEF KIHLEBERG
K&K WELDING
KAIRAK
KESTER
KIWIPLAN
LEITZKE MANUFACTURING
LINX
LOCK N POP
LOMA SYSTEMS
LOVESHAW
LPS LABORATORIES
LUMEX
M&C SPECIALTIES
MAGNAFLUX
MANNHART
MARK-TEX
MAXAL INTERNATIONAL
MEDALIST
MEYERCORD REVENUE
MIDWEST INDUSTRIAL PACKAGING
MINIGRIP
MILLER ELECTRIC
MONROE PACKAGING
MUMM PRODUCTS
NATIONAL FLEET SERVICES, INC.
NATIONAL FLEET SUPPLY CORPORATION
NATIONAL FLEET SUPPLY CORPORATION D/B/A BECK'S FRAME & ALIGNMENT
NATIONAL FLEET SUPPLY CORPORATION D/B/A BRAKES, INC
NATIONAL FLEET SUPPLY CORPORATION D/B/A FLEET SUPPLY OF GEORGIA

NATIONAL FLEET SUPPLY CORPORATION D/B/A SPRING SERVICE & ALIGNMENT OF GREENVILLE SC
NATIONAL FLEET SUPPLY CORPORATION D/B/A DOUG'S DIESEL
NATIONAL FLEET SUPPLY CORPORATION D/B/A CCC TRUCK PARTS COMPANY
NATIONAL FLEET SUPPLY CORPORATION D/B/A CCC TRUCK PARTS OF COLUMBIA
NATIONAL FLEET SUPPLY CORPORATION D/B/A JOINT & CLUTCH SERVICES
NATIONAL FLEET SUPPLY CORPORATION D/B/A/ C.C. / GRISSOM & SON
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCKRAFT REBUILDERS OF VIRGINIA
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCK PARTS OF HICKORY
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCK PARTS SPECIALISTS
NATIONAL TRUCK PARTS, INC
NATIONAL TRUCK PARTS OF FLORIDA
NATIONAL TRUCK PARTS OF FLORIDA D/B/A TRUCH PARTS SPECIALISTS
NATIONAL TRUCK PARTS OF GEORGIA, INC
NATIONAL TRUCK PARTS OF GEORGIA, INC. D/B/A SIKES TRANSPORTATION SERVICES
NATIONAL TRUCK PARTS OF THE MIDWEST
NATIONAL TRUCK PARTS OF THE MIDWEST D/B/A POWER CLUTCH AND DRIVE
NATIONAL TRUCK PARTS SURPLUS
NATIONAL SERVICE CENTER
NEXUS
NORWOOD MARKING SYSTEMS
OPTO DIODE
PACIFIC CONCEPT INDUSTRIES
PAKTRON
PANCON U.S.
PANEL FASTENING SYSTEMS
PASLODE
PAXTON PRODUCTS
PEERLESS MACHINERY
PERMATEX
PHILADELPHIA RESINS
PILLAR TECHNOLOGIES
PLASTEC PRECISION PRODUCTS
PLASTIC PACKAGING SYSTEMS
PLASTIC RECYCLING ALLIANCE
PLASTIGLIDE
PLEXUS
PMI FOOD EQUIPMENT GROUP
PACIFIC POLYMERS, INC.
POLYCRAFT
POLYMER CASTINGS
POLYSPEC NV
POWERTRAIN FASTENING
PRECISION BRAKE & CLUTCH, INC.
PRECISION BRAKE & CLUTCH, INC. DBA MARGOT
PRECISION BRAKE & CLUTCH, INC. D/B/A MARGO - GONZALES
PRECISION BRAKE & CLUTCH, INC. D/B/A TRUCK SERVICE & EQUIPMENT
PRECISION BRAKE & CLUTCH, INC. D/B/A ALL AMERICAN TRUCK CENTER
PRECISION BRAKE & CLUTCH, INC. D/B/A HEAVY DUTY PARTS & EQUIPMENT
PRO/MARK
PRODUX
PTO SALES CORPORATION
PTO SALES CORPORATION D/B/A DRIVE TRAIN SPECIALISTS, SAN DIEGO
QSA GLOBAL INC.
QUANTUM MARKETING
QUASAR INTERNATIONAL
QUIPP
RACOR
RAMSET
RED HEAD
REDDI-PAC
REQUISITE TECHNOLOGY INC.
RIDE RITE
RIG PACKAGING
RIPPEY
ROCOL NORTH AMERICA
SCHNEE-MOREHEAD
SEALANT SYSTEMS INTERNATIONAL
SEXTON
SHAKEPROOF ANCHOR/MEDALIST AUTOMOTIVE PRODUCTS

SHAKEPROOF AUTOMOTIVE PRODUCTS
 SHAKEPROOF INDUSTRIAL PRODUCTS
 SHAKEPROOF INDUSTRIAL PRODUCTS/ALPINE SCREW
 SHIPPERS LIGHTWEIGHT PRODUCTS
 SHIPPERS HEAVYWEIGHT PRODUCTS
 SIGNODE
 SIGNODE INDUSTRY PACKAGING SYSTEMS
 SIGNODE METAL PRODUCTS
 SIGNODE SERVICE
 SIMCO
 SIX STATES DISTRIBUTORS, INC.
 SIX STATES DISTRIBUTORS D/B/A EXCHANGE PARTS
 SLIME
 SMITH EQUIPMENT
 SOMAT
 SONOTECH
 SOUTHLAND
 SPACE BAG
 SPARTAN COMPUTER SERVICES
 SPEEDLINE TECHNOLOGIES
 SPIROID
 SPRAY NINE
 SPRAYCORE
 ST. JUDE POLYMER
 STANDARD PARTS CORPORATION
 STANDARD PARTS CORPORATION DBA WESTERN VIRGINIA TRUCK PARTS
 STERO
 STRETCH PACKAGING SYSTEMS
 SUNRISE ARKANSAS
 SUPERB PRODUCTS
 SUPERIOR SPRING COMPANY
 SUPERIOR SPRING COMPANY D/B/A HEAVY DUTY SERVICES
 SWITCHES
 TACC
 TECH SPRAY
 TEMPIL
 TEXWIPE
 THERMAL FILMS
 THIELEX
 TOMCO
 TRANS TECH AMERICA
 TRAUlsen
 TRIDENT
 TRILECTRON INDUSTRIES
 TRIMARK
 TRUCK PARTS SPECIALISTS, INC.
 TRUCK PARTS SPECIALISTS, INC. D/B/A JOHN'S GEAR SHOP
 U-JOINTS, INC
 U-JOINTS, INC. D/B/A TRUCK PARTS SPECIALISTS
 U-JOINTS, INC. D/B/A AMARILLO CLUTCH & DRIVE SHAFT
 U-JOINTS, INC D/B/A DRIVE TRAIN SPECIALISTS OF ODESSA
 U-JOINTS, INC. D/B/A DRIVE TRAIN SPECIALISTS OF MIDLAND
 UNITED SILICONE
 VALERON STRENGTH FILMS
 VITRONICS SOLTEC
 VORTEC
 VULCAN-HART
 WACHS SUBSEA, LLC
 WAREHEIM AIR BRAKES, INC.
 WAREHEIM AIR BRAKES, INC. D/B/A MID-ATLANTIC GEAR
 WATERBURY BUCKLE/PLASTIGLIDE
 WELDCRAFT WELDING COMPONENTS
 WELDING NOZZLE INTERNATIONAL
 WILSONART INTERNATIONAL, INC.
 WITTCO FOODSERVICE EQUIPMENT
 WOLF RANGE
 WORKHOLDING
 WYNN'S
 ZIP-PAK

THE MEMORANDUM OF INSURANCE SERVES SOLELY TO LIST INSURANCE POLICIES, LIMITS AND DATES OF COVERAGE. ANY MODIFICATIONS HERETO ARE NOT AUTHORIZED.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

the following:

- a) Renovations of administration building
- b) Other ongoing county owned building construction, renovation repair projects
- c) Emergency situations occurring since last agenda meeting

approved

4. AI-24182 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

approved

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

Firms	Scores	Ranks
RABA Kistner	95	3
Millennium Eng.	96	2
L&G Engineers	99	1

approved

c. Authority for the Purchasing Department to negotiate a professional Materials Testing Services Contract with the No.1 ranked firm of L&G Engineers for the provision of Material Testing Services for Pct. # 4 Projects.

mingo pct 3
eddie gonzalez 1
yolanda chapa
humberto garza

5. AI-24225 Selection/Assignment/Designation of the Evaluation Committee to score, grade and evaluate the three nominated architectural firms of through CC action of 11-30-10 of: Mata-Villarreal-Garcia Design, LLP; ERO International, LLP; and Rike-Ogden-Figueroa-Allex Architects, Inc. in connection with the design and construction of an Additional Administration Building to house elected offices, departments, programs and/or agencies including, but not limited to, those currently housed at the leased property known as the Mediplex.

approved

6. AI-24112 Recommending award of bid through request sealed quotes and approval of contract documents to bidder meeting all specifications/requirements attached hereto for Hidalgo County Sheriff's Office -"Maintenance & Repair of Kitchen Equipment & Appliance at the Hidalgo County Adult Detention Center, aka, County Jail" RFSQ No.: 2010-290-11-08-MEG.

approved

7. AI-24217 a. Discussion and action to award to McGriff, Seibels & Williams and approval of final negotiations (including best and final offers for RFP No. 2010-267-10-27-OTM "Hidalgo County-Excess Workers' Compensation Insurance" (as selected by CC on 11-30-10);

approved

b. Requesting approval to purchase the insurance coverages and/or services for RFP No. 2010-267-10-27-OTM "Hidalgo County-Excess Workers' Compensation Insurance", as described in the RFP Proposal-Premiums & Fee Schedule as submitted by and through McGriff, Seibels & Williams.

approved

8. AI-23928 a. Presentation by consultant, Alamo Insurance Group, of scoring grid with recommendation on the responses received for: Group Term Life-Accidental Death and Dismemberment for formal ranking by Commissioner's Court so as to proceed with award:

Provider	Score/Grade	Rank
1. _____;	_____;	_____
2. _____;	_____;	_____
3. _____;	_____;	_____

approved

b. Approval to award to the number one (1) ranked firm of _____ with authority to purchase policy or policies for: Group Term Life-Accidental Death and Dismemberment.

9. AI-24208 a. Request by CC member for Hidalgo County to exercise it's option to terminate (under

approved

