



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

November 21, 2011

Greg Garvey, Branch Manager  
**ITW Food Equipment Group, LLC**  
d/b/a **HOBART SERVICE**  
1200 East Hackberry, Suite # C  
McAllen, Texas 78501  
P (956) 618-1817

via email [greg.garvey@hobartservice.com](mailto:greg.garvey@hobartservice.com)  
via facsimile (956) 618-1983  
via certified mail  
# 7099 3220 0002 9745 0393

**Re: Extension/Renewal of Contract #C-10-290-12-07 – "Maintenance & Repair of Kitchen Equipment and Appliances" -Hidalgo County Sheriff's Office**

Dear Mr. Garvey:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the additional **ONE (1) YEAR** term as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department via facsimile to (956) 956-318-2629 or email to: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us), so, as, to meet the agenda request form deadlines.

By: \_\_\_\_\_  
Greg Garvey, Branch Manager

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

**Additionally, we are requesting your company to provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).**

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

  
Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department

xc: file

MEMORANDUM OF INSURANCE					DATE 28-Oct-2011	
<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 <a href="http://www.marsh.com/moi?client=0367">http://www.marsh.com/moi?client=0367</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
<b>PRODUCER</b> Marsh USA Inc. ("Marsh")			<b>COMPANIES AFFORDING COVERAGE</b>			
<b>INSURED</b> ILLINOIS TOOL WORKS INC. 3600 West Lake Avenue Glenview, Illinois 60026-1215 United States			Co.A ZURICH AMERICAN INSURANCE COMPANY			
			Co.B AMERICAN ZURICH INSURANCE COMPANY			
			Co.C			
				Co.D		
<b>COVERAGES</b>						
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 MEMORANDUM 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.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE	GLO 9373453-08(US)	01-Nov-2011	01-Nov-2012	GENERAL AGGREGATE	USD \$2,000,000
					PRODUCTS - COMP/OP AGG	USD \$2,000,000
					PERSONAL AND ADV INJURY	USD \$2,000,000
					EACH OCCURRENCE	USD \$2,000,000
					FIRE DAMAGE (ANY ONE FIRE)	
					MED EXP (ANY ONE PERSON)	USD \$10,000
A	AUTOMOBILE LIABILITY ANY AUTO	BAP 9373447-08 (AOS)	01-Nov-2011	01-Nov-2012	COMBINED SINGLE LIMIT	USD \$3,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	

					AGGREGATE	
B A	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE: INCLUDED	WC 9373451-09 (AOS Ded)	01-Nov-2011	01-Nov-2012	WORKERS COMP LIMITS	Statutory
		WC 9373452-09 (Retro - WI)	01-Nov-2011	01-Nov-2012	EL EACH ACCIDENT	USD \$1,000,000
					EL DISEASE - POLICY LIMIT	USD \$1,000,000
					EL DISEASE - EACH EMPLOYEE	USD \$1,000,000

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

<b>MEMORANDUM OF INSURANCE</b>		DATE 28-Oct-2011
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<b>PRODUCER</b> Marsh USA Inc. ("Marsh")	<b>INSURED</b> ILLINOIS TOOL WORKS INC. 3600 West Lake Avenue Glenview, Illinois 60026-1215 United States	
<b>ADDITIONAL INFORMATION</b> *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  
BUILDEX  
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  
CELESTE (EFF. 2/1/2011)  
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  
DAE LIM USA

DAHTI  
DELPRO  
DELTAR - TEKFAST  
DELTAR ENGINEERED COMPONENTS  
DELTAR I.P.A.C.  
DELTAR RELEASE SYSTEMS  
DESPATCH EFF. 7/22/2011  
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  
ENVISION CMOS X-RAY (EFF. 12/30/2010)  
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 (WORK COMP. EFF. 1/1/2011)  
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)  
ITW BUILDING COMPONENTS GROUP INC.  
ITW CONSTRUCTION SERVICE & PARTS  
ITW CONSUMER  
ITW CONSUMER DEVCON/VERSACHEM  
**ITW FOOD EQUIPMENT LLC**  
ITW FINISHING EQUIPMENT AMERICAS  
ITW GLOBAL BRANDS  
ITW INDUSTRIAL FASTENING  
ITW MULLER  
ITW STRAPBINDER  
ITW WINDGROUP  
J & B AVIATION  
J & B AVIATION CONNECTOR SYSTEMS (EFF. 7/1/2011)  
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  
MILLER WELDING AUTOMATION  
MONROE PACKAGING  
MULTI WALL PACKAGING (EFF. 4/4/2011)  
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 TRUCK 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  
NORTH STAR IMAGING (EFF. 12/1/2010)  
NORWOOD MARKING SYSTEMS  
OPTO DIODE  
PACIFIC CONCEPT INDUSTRIES  
PACIFIC POLYMERS, INC.  
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  
POLYCRAFT  
POLYMER CASTINGS  
POLYMER TECHNOLOGIES  
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  
RANSBURG  
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 GROUP  
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-ION INDUSTRIAL  
SIMCO-ION TECHNOLOGY  
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  
STRUCTURAL ELASTOMERIC PRODUCTS INC.  
SUNRISE ARKANSAS  
SUPERB PRODUCTS  
SUPERIOR SPRING COMPANY  
SUPERIOR SPRING COMPANY D/B/A HEAVY DUTY SERVICES  
SWITCHES  
TACC  
TECH SPRAY  
TEKNEK LTD. EFF. 7/8/2011  
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  
VERTIQUE  
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.

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[Click here](#) for a printer-friendly version of this document.

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO §

**AMENDMENT TO SERVICE CONTRACT  
(C-10-290-12-07)**

This **AMENDMENT** to the **CONTRACT** for **MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT AND APPLIANCES (C-10-290-12-07)** dated December 17, 2010, by and between **HIDALGO COUNTY, TEXAS** (“County”) and **ITW FOOD EQUIPMENT GROUP, INC. d/b/a HOBART SERVICE** (“Company”) is entered into between the parties effective this **14<sup>TH</sup>** day of **February, 2011**.

**WHEREAS**, Company and County entered into a Contract dated December 17, 2010 in which Company agreed to provide certain services for the purpose of “Maintenance and Repairs of Kitchen Equipment and Appliances” for the Hidalgo County Sheriff’s Office (the “Contract”);

**WHEREAS**, the commencement date of the Contract is hereby corrected and the Company and County now desires to amend the Service Contract to correct the mistake;

**WHEREAS**, the parties desire to amend the Contract as hereinafter provided.

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. Paragraph 3 of the Contract is deleted in its entirety and replaced with the following in lieu thereof:
  3. This Contract shall be for a period of **one (1) year (on an as needed basis)** to commence on **January 1, 2011** and expire **December 31, 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.
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

**EXECUTED IN DUPLICATE ORIGINALS** and effective as of the day and year first written above.

**ITW FOOD EQUIPMENT GROUP LLC  
d/b/a HOBART SERVICE**



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


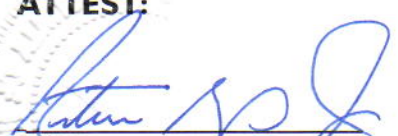
**HIDALGO COUNTY, TEXAS**



Ramon Garcia, County Judge

Approved by Commissioners' Court  
on 2/14/11 *RC*

**ATTEST:**

  
  
Arturo Guajardo, Jr., County Clerk

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

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

February 14, 2011

enda

**B. Pct. 1**

1. **AI-25173** Recommending award of bid and approval of contract to low bidder (Universal Truckers, Inc.) meeting all specifications for: Hauling Services of Millings Material - Bid No. 2010-386-12-29-ERT.

approved

**C. Pct. 2**

1. **AI-25259** a. Presentation for discussion, consideration, acceptance and approval to pay United Rental Northwest, Inc. invoice(s) #87000282-001 for the amount only of \$1,322.97 with date of 04/12/2010 & #90844954-001 for \$3,243.23 with date of 11/15/2010.

approved

b. Requesting payment by authorizing exemption from County Purchasing Policy.

approved

**D. Sheriff's Office:**

1. **AI-25233** Approval of Amendment to Service Contract #C-10-290-12-07 with ITW Food Equipment Group LLC d/b/a HOBART SERVICE for the "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT AND APPLIANCES" for Hidalgo County Sheriff's Office (approved by CC-12/07/10) reflecting the correct commencement date of contract as 1-1-11 and expiration as 12-31-11.

approved

**E. Co. Wide**

1. HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS- Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

nothing to report

19. **10:07** **Closed Session:**  
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A.** Real Estate Acquisition
- B.** Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
- C.** Pending and/or potential litigation
- D. AI-25243** Cause #CL-10-0436-D; Jose Rodriguez v. County of Hidalgo
- E. AI-25246** Cause #709-CV-00316; Alma Sanchez v. Hidalgo Co. Sheriff's Dept.
- F. AI-25284** Cause No. C-2483-10-B; Joel Quintanilla, et al v. Rene A. Ramirez, et al
- G. AI-25291** C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo
- H. AI-25293** CL-09-3518-F; Guadalupe Guzman, individually and as next friend of Angelli Nahomi Martinez and Anay Yiselle Garcia v. County of Hidalgo

**20. Open Session:**

- A.** Real Estate Acquisition and appropriation for same
- B.** Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
- C.** Pending and/or potential litigation
- D. AI-25245** Cause #CL-10-0436-D; Jose Rodriguez v. County of Hidalgo

**AI-25233** **18.D.1.**  
**HCSO-AMENDMENT-C-10-290-12-07-ITW Food Equipment Group LLC d/b/a**  
**HOBART SERVICE**  
**CC REGULAR**

**Date:** 02/14/2011  
**Submitted By:** Letty Saenz, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Sub-category:** Sheriff's Office

**Information**

**CAPTION**

Approval of Amendment to Service Contract #C-10-290-12-07 with ITW Food Equipment Group LLC d/b/a HOBART SERVICE for the "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT AND APPLIANCES" for Hidalgo County Sheriff's Office (approved by CC-12/07/10) reflecting the correct commencement date of contract as 1-1-11 and expiration as 12-31-11.

**BACKGROUND**

Amendment to Service Contract #C-10-290-12-07  
 Contract Document C-10-290-12-07

**Fiscal Impact**

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-423-21-280-002-0-432  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
 Available balance as of 2-10-11 \$27,584.17  
 On an " as needed basis"

**Attachments**

Link: [Amendment to Service Contract C-10-290-12-07](#)  
 Link: [Contract C-10-290-12-07-ITW Food Equipment dba HOBART SERVICE](#)  
 Link: [Email approval by legal counsel as to form](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/10/2011 08:57 AM	APRV
2	Budget & Management	Erika Zamora	02/10/2011 09:00 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/10/2011 10:46 AM	APRV
4	Auditor's Office		02/11/2011 07:44 AM	NEW
Form Started By: Letty Saenz			Started On: 02/09/2011 10:08 AM	
Final Approval Date: 02/11/2011				

## Leticia Saenz

---

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]  
**Sent:** Wednesday, February 09, 2011 4:56 PM  
**To:** leticia.saenz@co.hidalgo.tx.us  
**Subject:** FW: Draft Amendment to Contract#C-10-290-12-07-ITW Food Equipment LLC dba Hobart Service-HCSO

OK!!!!!!!

---

**From:** Steve Crain [mailto:scrain@atlashall.com]  
**Sent:** Wednesday, February 09, 2011 4:43 PM  
**To:** 'Martha Salazar'  
**Subject:** RE: Draft Amendment to Contract#C-10-290-12-07-ITW Food Equipment LLC dba Hobart Service-HCSO

The amendment is OK.

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**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Wednesday, February 09, 2011 3:41 PM  
**To:** 'Stephen L. Crain'  
**Cc:** leticia.saenz@co.hidalgo.tx.us  
**Subject:** FW: Draft Amendment to Contract#C-10-290-12-07-ITW Food Equipment LLC dba Hobart Service-HCSO

Mr. Crain:

Here is the information you requested earlier. Please review and comment as to form.

Marty

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**From:** Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]  
**Sent:** Wednesday, February 09, 2011 3:05 PM  
**To:** 'Martha Salazar'  
**Cc:** 'Darlene Betancourt'; 'Elena Gomez'  
**Subject:** RE: Draft Amendment to Contract#C-10-290-12-07-ITW Food Equipment LLC dba Hobart Service-HCSO

Ms. Marty-

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**SERVICE CONTRACT**  
**C-10-290-12-07**

**THIS CONTRACT** is made and entered into this 7<sup>th</sup> 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.

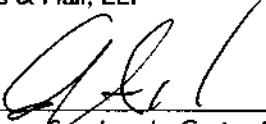
**15.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**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. Wood

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**

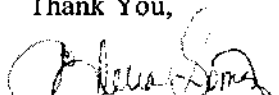
**EQUIPMENT & APPLIANCES @ JAIL"**

**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

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**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

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**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

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- 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**

<b>#</b>	<b>MODEL</b>	<b>DESCRIPTION</b>	<b>SERIAL #</b>
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

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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 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**

INSURER A:  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

**COVERAGES**

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

INSURER LETTER	TYPE OF INSURANCE	DESCRIPTION	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERAGE	LIMIT
A	<b>GENERAL LIABILITY</b>				FACTOR COVERAGE	\$
	<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				AGGREGATE	\$
	GENERAL AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> NO			PRODUCTS - COMP/OP	\$	
B	<b>AUTOMOBILE LIABILITY</b>				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)	\$
	<b>GARAGE LIABILITY</b>				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> ANY AUTO				AUTO OWNERS ACCIDENT	\$
C	<b>EXCESS LIABILITY</b>				OTHER THAN GARAGE AUTO	\$
	<input type="checkbox"/> UNDER <input type="checkbox"/> CLAIMS OF				AGGREGATE	\$
	<input type="checkbox"/> RETENTION \$					\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				NO STATE LIMIT OTHER THAN	\$
					EL LOCAL ACCIDENT	\$
					EL STATE AND FEDERAL	\$
	<b>OTHER</b>				EL DISTRICT COURT	\$

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 <b>Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539</b>	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 <b>30</b> 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
---	-------------------------------------	---

# 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

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**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

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

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

---

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

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

---

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	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.)	Requester's name and address (optional)
City, state, and ZIP code		
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.)

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

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

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://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](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

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

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) 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 &amp; Repairs of Kitchen Equipment &amp; 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

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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



# 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:

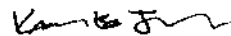
**TEXT**

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 <a href="http://www.marsh.com/moi?client=0367">http://www.marsh.com/moi?client=0367</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
<b>PRODUCER</b> Marsh USA Inc. ("Marsh")	<b>INSURED</b> ILLINOIS TOOL WORKS INC. 3600 West Lake Avenue Glenview, Illinois 60026-1215 United States	
<b>ADDITIONAL INFORMATION</b> * 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

