



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

February 25, 2016

Greg Garvey, Territory Manager  
Melissa Esquivel, Administrative Specialist  
**ITW Food Equipment Group, LLC**  
d/b/a **HOBART SERVICES**  
1200 East Hackberry, Suite C  
McAllen, Texas 78501  
P (956) 618-1817 F (956) 618-1983

via email: [greg.garvey@hobartservice.com](mailto:greg.garvey@hobartservice.com)  
via email: [Melissa.esquivel@hobartservice.com](mailto:Melissa.esquivel@hobartservice.com)

**Re: HB Form 1295 Required/Renewal/Extension Notice**  
**Contract# E-16-103-03-07-(C-15-024-03-03)-"Kitchen Equipment & Appliances Maintenance and Repair Services"-Hidalgo County Sheriff's Office**

Dear Mr. Garvey:

Be advised, that in order to proceed with the County's option to extend/renew for an additional One (1) Year term, under the same rates, terms and conditions with **ITW Food Equipment Group, LLC d/b/a Hobart Services** for the referenced project, the County is required, as of January 1, 2016, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

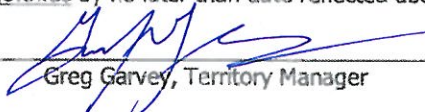
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-16-103-03-07** shown above. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of [**Renewal/Extension**] for referenced project by Commissioners Court on March 7, 2016, the signed notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: [Leticia.saenz@co.hidalgo.tx.us](mailto:Leticia.saenz@co.hidalgo.tx.us) by no later than Friday, March 4, 2016. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your "Updated Certificate of Insurance" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us) by no later than date reflected above.

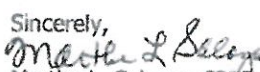
By:

  
Greg Garvey, Territory Manager

Date:

3/3/16

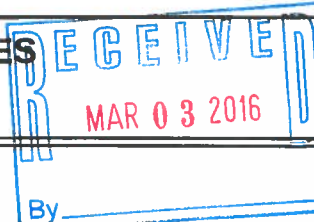
Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,  
  
Martha L. Salazar, CPRP  
Hidalgo County Purchasing Agent

MLS/lhs  
Enclosures



**CERTIFICATE OF INTERESTED PARTIES**



**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2016-21139

Date Filed:  
03/03/2016

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

ITW Food Equipment Group, LLC - Hobart Service  
McAllen, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

The County of Hidalgo

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

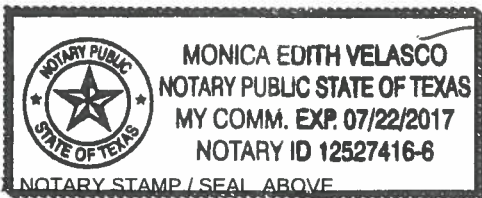
E-16-103-03-7  
Kitchen Equipment & Appliances Maintenance and Repair Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Monica Engemann*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Agent, this the 3rd day of March, 2016, to certify which, witness my hand and seal of office.

*Monica E. Velasco*      Monica E. Velasco      *Notary*  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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E-16-103-03-7  
Kitchen Equipment & Appliances Maintenance and Repair Services

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			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**THE STATE OF TEXAS     §**  
**§**  
**COUNTY OF HIDALGO     §**

**SERVICE CONTRACT**  
**C-15-024-03-03**

**THIS CONTRACT** is made and entered into this **3<sup>rd</sup>** day of **March, 2015** by and between the **County of Hidalgo, Texas** ("County"), and **ITW Food Equipment Group, LLC d/b/a HOBART SERVICES** ("Company").

**WHEREAS**, Company responded to notices of Request for Sealed Quotes (RFSQ) for **"Kitchen Equipment/Appliances Maintenance & Repairs Services" (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, attached hereto and incorporated herein 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**, commencing on **March 3, 2015** and expiring on **March 2, 2016**, 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, under the same rates, terms and conditions. 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 and incorporated herein 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:



**18. Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

**19. Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

**WITNESS** our hands in duplicate originals this 3<sup>rd</sup> day of March, 2015.

**APPROVED BY COMMISSIONER'S COURT: MARCH 3, 2015.**

**APPROVED AS TO FORM:**

Atlas, Hall & Rodriguez, L.L.P.

By:   
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

By:   
Ramon Garcia, County Judge

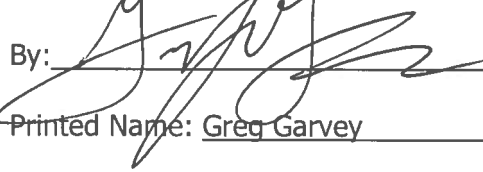
**ATTEST:**

  
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court  
on 3-3-15 

**COMPANY:**

**ITW Food Equipment Group, LLC d/b/a  
HOBART SERVICES**

By:   
Printed Name: Greg Garvey  
Title: Territory Manager

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



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

December 30, 2014

Participant's name

Address

City

State, Zip Code

**Re: HIDALGO COUNTY SHERIFF'S OFFICE  
"KITCHEN EQUIPMENT AND APPLIANCES MAINTENANCE &  
REPAIR SERVICES"  
RFSQ No: 2015-024-01-16-SGS**

Dear Participant(s):

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,

Sandy Suarez,  
Hidalgo County Buyer II

Enclosures



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 272-7612

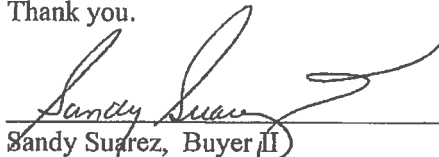
REQUEST FOR SEALED QUOTES (RFSQ)  
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**HIDALGO COUNTY SHERIFF'S OFFICE**  
***"KITCHEN EQUIPMENT AND APPLIANCES MAINTENANCE & REPAIR SERVICES"***  
**RFSQ NO: 2015-024-01-16-SGS**

Item	Description	No. of Pages
1.	Request for Sealed Quotes Letter	1
2.	Request for Sealed Quotes, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	4
4.	Exhibit B, Quote Page	3
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Contract	9

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 of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
Sandy Suarez, Buyer II

December 30, 2014  
Date

# LEGAL NOTICE

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY SHERIFF'S  
OFFICE

“Kitchen Equipment and Appliances  
Maintenance & Repair Services”

RFSQ No.: 2015-024-01-16-SGS

RFSQ: 2015-024-01-16-SGS

Buyer II: Sandy Suarez

Tel. No: (956) 318-2626 ext 4860

## REQUEST FOR SEALED QUOTES

### HIDALGO COUNTY SHERIFF'S OFFICE "KITCHEN EQUIPMENT AND APPLIANCES MAINTENANCE & REPAIR SERVICES"

#### DUE DATE:

**January 16, 2015 @ 11:00 A. M.**

Contact Person:

Sandy Suarez, 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 4860

Form HCPD-03

**LEGAL NOTICE**

RFSQ No: 2015-024-01-16-SGS

1. Sealed quotes will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "KITCHEN EQUIPMENT AND APPLIANCES MAINTENANCE & REPAIR SERVICES"** 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. 2015-024-01-16-SGS - HIDALGO COUNTY SHERIFF'S OFFICE – "KITCHEN EQUIPMENT AND APPLIANCES MAINTENANCE & REPAIR SERVICES"** 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 11:00 a.m., FRIDAY, JANUARY 16, 2015** **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. : 2014-024-01-16-SGS.** 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  
Sandy Suarez, Buyer II  
(956) 318-2626 x 4860

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)
  - d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE – KITCHEN**

**EQUIPMENT AND APPLIANCES MAINTENANCE & REPAIR SERVICES** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office  
Attn: Accounting Department  
711 E. El Cibolo Rd.  
Edinburg, Texas 78539  
(956) 383-8114

17. **Schedule of Events**

<b>Sealed Quote Opening, 11:00 AM</b>	<b>JANUARY 16, 2015</b>
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. **RFSQ or Performance Bond; Payment under Contract:**

- . ~~If the contract proposed is for the construction of public works or is for a contract exceeding \$100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~
- . ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a RFSQ, and prior to commencement of the actual work, the Participant shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- . ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- . ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- . ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. **ETHICAL STANDARDS:**

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or 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 "CIO") 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 CIO 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 CIO forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539 Hidalgo County Courthouse**

**COMPLETION AND SUBMISSION OF FORM CIO 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 Participants 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**  
**"KITCHEN EQUIPMENT AND APPLIANCES MAINTENANCE & REPAIR**  
**SERVICES"**

**RFSQ NO.: 2015-024-01-16-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent  
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  
"KITCHEN EQUIPMENT AND APPLIANCES MAINTENANCE AND REPAIR SERVICES"  
RFSQ NO. 2015-024-01-16-SGS

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**SPECIFICATIONS:**

Hidalgo County Sheriff's Office is seeking qualified vendors for Kitchen Equipment and Appliances Maintenance and Repair Services at the County Jail.

**SCOPE**

The scope of this contract is to furnish preventive maintenance on an "AS NEEDED BASIS", all labor, parts, materials, tools, equipment, and supervision for repairing the following kitchen equipment for the Hidalgo County Sheriff's Office.

**METHOD OF AWARD** may be awarded on a lowest Hourly rate received, lowest % Mark-up (if applicable) for parts and response time.

For items under Manufacturer's warranty, warranty will prevail until expiration of that warranty, thereafter this agreement will commence.

The requirements listed above are intended as an aid to the Contractor to acquaint them with what could be required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the Contractor in accordance with the terms of this contract.

All work for repairs must be performed on a time and materials basis.

If required a second Technician may be utilized for assistance, but only on an "As Needed Basis"

**TOOLS, EQUIPMENT, MATERIALS AND JOB SITE SAFETY**

It must be the sole responsibility of the Contractor performing services for the contract to safeguard their own materials, tools, and equipment. The County shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

All work being performed for and/or on Hidalgo County property shall fully conform to all local, state and federal safety regulations, which may include, but not limited to OSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used.

If requested by the County, all existing mechanical and electrical systems and mechanisms within the area of the affected area by this work shall be checked by the Contractor in the presence of the County's representative for proper operation before and after completion of the work.

**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 manufactured parts will be provided pursuant to the term contract.
- **All prices** for repairs, installation, removals will be on an hourly time basis and shall include consideration for labor, plus parts percentage mark up; (if applicable). **Any and all additional fees should be included in bid price.** (Exhibit "B").
- **Manufacturer Price List:** Pricing should be based on a discount from a manufacturer's price list or catalog or fixed price or a combination of both with indefinite quantities. An Electronic Catalog and/or price lists must accompany invoices upon submitting for payment.
- **Award Vendor:** Upon submitting invoices for Mark up prices, must provide invoices in a format as SAMPLED in Exhibit "B" with all supporting documentation. Any additional item(s) that might be needed/required and not herein specified shall be honored with the terms of this contract.

EXHIBIT "A"  
HIDALGO COUNTY SHERIFF'S OFFICE  
"KITCHEN EQUIPMENT AND APPLIANCES MAINTENANCE AND REPAIR SERVICES"  
RFSQ NO. 2015-024-01-16-SGS

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- **Service Calls:** All service calls will have a response time within twelve (12) hours.
- **All services** will be done on an "As Needed Basis".
- **Workmanship:** All work shall be complete in a neat and orderly fashion. All debris shall be cleaned up and removed.
- **Vendors:** submitting bid must warranty all services performed/parts.
- **All workers:** shall wear a Company uniform and ID badge as required.
- Costs are to be net F.O.B. County Prepaid.

**TERMS & CONDITIONS**

1. Term of contract shall be 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 at the same rate and terms.
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 hold bids for a period of ninety (90) days without taking any action.
4. Hidalgo County will seek purchases and/or services from state awarded vendors whenever it is in its best interest to do so.
5. 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.
6. Hidalgo County reserves the right to award to **one or to multiple vendors**, whichever is in the best interest of the County.
7. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
8. 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) days written notice prior to cancellation.
9. 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.
10. 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.
11. 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.
12. 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  
"KITCHEN EQUIPMENT AND APPLIANCES MAINTENANCE AND REPAIR SERVICES"  
RFSQ NO. 2015-024-01-16-SGS

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13. **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

**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.
  
- 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.

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"KITCHEN EQUIPMENT AND APPLIANCES MAINTENANCE AND REPAIR SERVICES"**  
**RFSQ NO. 2015-024-01-16-SGS**

- 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, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Friday, January 09, 2015 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Tuesday, January 13, 2015 by 5:00 P.M.**

**Equipment to be covered under Service Agreement, but not limited too,**

#	MODEL	DESCRIPTION	SERIAL #
1	G40TB-SEFACS	Vulcan Braising Pan, M152351	46-2002177
2	G40TB-SEFACS	Vulcan Braising Pan, M152351	46-2004677
3	SG4D-SEFBAD	Vulcan Gas Convection	481396552
4	SG4D-SEFBAD	Vulcan Gas Convection	481396554
5	SG4D-SEFBAD	Vulcan Gas Convection	481396555
6	SG4D-SEFBAD	Vulcan Gas Convection	481396556
7	5GRS65F-SEFCAA	Vulcan Battered Fryers W/F	481395770
8	60-SEFBAZ	Vulcan Med Duty Gas Range	481394777
9	972A-SEFBGE	Vulcan Griddle **Obsolete	601111063
10	VG 40	Vulcan Braising Pan ML 126848	46-3002284
11	V4 B36S-504	Vulcan Four Open Top Burner	481703388
12	VC4GD-SEFCAG	Vulcan Gas Convention	481704397
13	VC4GD-SEFCAG	Vulcan Gas Convention	481701269
14	VC4GD-SEFCAG	Vulcan Gas Convention	481704271
15	VC4GD-SEFCAG	Vulcan Gas Convention	481704270
16	84186	Hobart Buffalo Chopper	561-146623
17	2612C	Hobart Food Slicer	146745/146747
18	WS 55	Hobart Compact Water Softener	00741129
19	CE 10FD	Hobart Combi Oven	DR 1000804
20	CE 10 FD	Hobart Combi Oven	DR 1000815
21	2612 C	Hobart Food Slicer	561146745
22	FT900S	Hobart Dish Washing Machine	271192621
23	RW132W	Traulsen 1 Sec Hot Box Wide	058327-C
24	RW132W	Traulsen 1 Sec Hot Box Wide	058328-C

HIDALGO COUNTY SHERIFF'S OFFICE  
Kitchen Equipment & Appliances Maintenance and Repair Services"  
RFSQ NO. 2015-024-01-16-SGS

**All prices for repairs, installation, removals will be on an hourly time basis and shall include consideration for labor, plus parts percentage mark up % (if applicable). Any and all additional fees shall be included in bid price.**

NIGP CODE: 936-30- (internal use only)

#	Model	Description	Serial #
1	G40TB-SEFACS	Vulcan Braising Pan, M152351	46-2002177
2	G40TB-SEFACS	Vulcan Braising Pan, M152351	46-2004677
3	SG4D-SEFBAD	Vulcan Gas Convection	481396552
4	SG4D-SEFBAD	Vulcan Gas Convection	481396554
5	SG4D-SEFBAD	Vulcan Gas Convection	481396555
6	SG4D-SEFBAD	Vulcan Gas Convection	481396556
7	5GRS65F-SEFCAA	Vulcan Battered Fryers W/F	481395770
8	60-SEFBAZ	Vulcan Med Duty Gas Range	481394777
9	972A-SEFBGE	Vulcan Griddle **Obsolete	601111063
10	VG 40	Vulcan Braising Pan ML 126848	46-3002284
11	V4 B36S-504	Vulcan Four Open Top Burner	481703388
12	VC4GD-SEFCAG	Vulcan Gas Convention	481704397
13	VC4GD-SEFCAG	Vulcan Gas Convention	481701269
14	VC4GD-SEFCAG	Vulcan Gas Convention	481704271
15	VC4GD-SEFCAG	Vulcan Gas Convention	481704270
16	84186	Hobart Buffalo Chopper	561-146623
17	2612C	Hobart Food Slicer	146745- 146747
18	WS 55	Hobart Compact Water Softener	00741129
19	CE 10FD	Hobart Combi Oven	DR 1000804
20	CE 10 FD	Hobart Combi Oven	DR 1000815
21	2612 C	Hobart Food Slicer	561146745
22	FT900S	Hobart Dish Washing Machine	271192621
23	RW132W	Traulsen 1 Sec Hot Box Wide	058327-C
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HIDALGO COUNTY SHERIFF'S OFFICE  
Kitchen Equipment & Appliances Maintenance and Repair Services"  
RFSQ NO. 2015-024-01-16-SGS

**Vendor must thoroughly fill in each section**

**I. HOURLY RATES / MARK UP %:**

**REPAIR SERVICES** – (Please Indicate Time Where Needed)

- A. Technician hourly rate: \_\_\_\_\_ for Normal business hours \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.
- B. Technician hourly rate: \_\_\_\_\_ for After Hours, Weekends & Holidays \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.
- C. Second Technician hourly rate: \_\_\_\_\_ Normal business hours – (only on an "As Needed Basis").
- D. Second Technician hourly rate: \_\_\_\_\_ after Hours, Weekends & Holidays- (only on an "As Needed Basis")
- E. Mark up % for parts \_\_\_\_\_ %

**II. RESPONSE TIME:** Please specify how long the response will take after the Department makes the call.)

- A. Response Time upon Call on Regular Basis: \_\_\_\_\_ Hours
- B. Response Time upon Call on Emergency Basis: \_\_\_\_\_ Hours

**III. WARRANTY ON ALL PARTS AND SERVICES:**

Parts: \_\_\_\_\_ days

Service: \_\_\_\_\_ days

**As stated in Exhibit "A", Vendor invoices with Mark up pricing must include & reflect the following information for all listed and non- listed items. (All supporting documents (i.e. Electronic Catalog and/or Mfg price list must accompany invoices upon submitting for payment)**

SAMPLE – Invoice Format				
Description Of Item	Qty	Manufacturer's List Price	Markup %	Markup pricing

EXHIBIT B  
QUOTE PAGE  
HIDALGO COUNTY SHERIFF'S OFFICE  
Kitchen Equipment & Appliances Maintenance and Repair Services"  
RFSQ NO. 2015-024-01-16-SGS

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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

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# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:  
Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_
- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_.
2. Bonds: \_\_\_\_\_.
3. Certificates: \_\_\_\_\_.
4. Permits: \_\_\_\_\_.
5. Other: \_\_\_\_\_.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

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

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

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

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

Yes  No

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

Yes  No

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

Yes  No

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

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

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**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

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

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

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

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

---

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Employer identification number																					
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### 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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on [IRS.gov](http://IRS.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### 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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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. 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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 3 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 *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

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

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## 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/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. 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/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

- 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
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.gov](http://www.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://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, apply for a TIN and 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.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the 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 for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

**Secure Your Tax Records from Identity Theft**

identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3408, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**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

TABULATION SHEET  
HIDALGO COUNTY SHERIFF'S OFFICE  
"Kitchen Equipment and Appliances Maintenance and Repair Services"  
RFSQ NO. 2015-024-01-15-SGS

**NIGP CODE: 936-30**

#	DESCRIPTION	SERIAL #
1	Braising Pan, MI52351	46-2002177
2	Braising Pan, MI52351	46-2004677
3	Vulcan Gas Convection	481396552
4	Vulcan Gas Convection	481396554
5	Vulcan Gas Convection	481396555
6	Vulcan Gas Convection	481396556
7	Battered Fryers W/F	481395770
8	Med Duty Gas Range	481394777
9	Griddle **Obsolete	601111063
10	1 Sec Hot Box Wide	058327-C
11	1 Sec Hot Box Wide	058328-C
12	Buffalo Chopper	561-146623
13	Food Slicer	146745/146747
14	Braising Pan ML 126848	46-3002284
15	Compact Water Softener	00741129
16	Combi Oven	DR 1000804
17	Combi Oven	DR 1000815
18	Food Slicer	561146745
19	Four Open Top Burner	481703388
20	Vulcan Gas Convection	481704397
21	Vulcan Gas Convection	481701269
22	Vulcan Gas Convection	481704271
23	Vulcan Gas Convection	481704270
24	Dish Washing Machine	271192621
		<b>RECOMMENDED-VENDOR</b>
		<b>ITW- HOBART</b>
		<b>TIME</b>
<b>Mark Up (%) Rate For Parts</b>		0%
<b>Warranty- Parts &amp; Service</b>		90 days
<b>Hourly Rate For Repair &amp; Maintenance</b>		\$ 128.00
<b>After Hour Rate</b>		8:00 –5:00
<b>Second Technician Hourly rate – “as needed basis”</b>		\$ 234.00
<b>Second Technician Hourly rate –After hours “as needed basis”</b>		\$ 128.00
<b>Response Time - 8-5 PM</b>		6 hrs
<b>Response Time After Hours, Weekends &amp; Holidays (emergency)</b>		4 hrs
		After hrs.-all day-weekends-holidays
		Calls after 1pm- done following day- unless OT is approved

HIDALGO COUNTY SHERIFF'S OFFICE  
Kitchen Equipment & Appliances Maintenance and Repair Services"  
RFSQ NO. 2015-024-01-16-SGS

**Vendor must thoroughly fill in each section**

**I. HOURLY RATES / MARK UP %:**

**REPAIR SERVICES – (Please Indicate Time Where Needed)**

- A. Technician hourly rate: 128.<sup>00</sup> for Normal business hours 8 A.M. to 5 P.M.
- B. Technician hourly rate: 234.- for After Hours, Weekends & Holidays 5 A.M. to 8 P.M. (ALL DAY ON WEEKENDS & HOLIDAYS)
- C. Second Technician hourly rate: 128.- Normal business hours – (only on an "As Needed Basis").
- D. Second Technician hourly rate: 234.- after Hours, Weekends & Holidays- (only on an "As Needed Basis")
- E. Mark up % for parts 0 %

**II. RESPONSE TIME:** Please specify how long the response will take after the Department makes the call.)

- A. Response Time upon Call on Regular Basis: 6\* Hours \* CALL RECEIVED AFTER 1 PM WILL BE SERVICED NEXT BUSINESS DAY, UNLESS IT IS APPROVED.
- B. Response Time upon Call on Emergency Basis: 4 Hours

**III. WARRANTY ON ALL PARTS AND SERVICES:**

Parts: 90 days  
Service: 90 days

**As stated in Exhibit "A", Vendor invoices with Mark up pricing must include & reflect the following information for all listed and non- listed items. (All supporting documents (i.e. Electronic Catalog and/or Mfg. price list) must accompany invoices upon submitting for payment)**

SAMPLE Invoice format				
Description Of Item	Qty	Manufacturer's List Price	Markup %	Markup pricing

HIDALGO COUNTY SHERIFF'S OFFICE  
Kitchen Equipment & Appliances Maintenance and Repair Services"  
RFSQ NO. 2015-024-01-16-SGS

All prices for repairs, installation, removals will be on an hourly time basis and shall include consideration for labor, plus parts percentage mark up % (if applicable). Any and all additional fees shall be included in bid price.

NIGP CODE: 936-30- (internal use only)

#	Model	Description	Serial #
1	G40TB-SEFACS	Vulcan Braising Pan, MI52351	46-2002177
2	G40TB-SEFACS	Vulcan Braising Pan, MI52351	46-2004677
3	SG4D-SEFBAD	Vulcan Gas Convection	481396552
4	SG4D-SEFBAD	Vulcan Gas Convection	481396554
5	SG4D-SEFBAD	Vulcan Gas Convection	481396555
6	SG4D-SEFBAD	Vulcan Gas Convection	481396556
7	5GRS65P-SEFCAA	Vulcan Battered Fryers W/F	481395770
8	60-SEFBAZ	Vulcan Med Duty Gas Range	481394777
9	972A-SEFBGE	Vulcan Griddle **Obsolete	601111063
10	VG 40	Vulcan Braising Pan ML 126848	46-3002284
11	V4 B36S-504	Vulcan Four Open Top Burner	481703388
12	VC4GD-SEFCAG	Vulcan Gas Convection	481704397
13	VC4GD-SEFCAG	Vulcan Gas Convection	481701269
14	VC4GD-SEFCAG	Vulcan Gas Convection	481704271
15	VC4GD-SEFCAG	Vulcan Gas Convection	481704270
16	84186	Hobart Buffalo Chopper	561-146623
17	2612C	Hobart Food Slicer	146745- 146747
18	WS 55	Hobart Compact Water Softener	00741129
19	CE 10FD	Hobart Combi Oven	DR 1000804
20	CE 10 FD	Hobart Combi Oven	DR 1000815
21	2612 C	Hobart Food Slicer	561146745
22	FT900S	Hobart Dish Washing Machine	271192621
23	RW132W	Traulsen 1 Sec Hot Box Wide	058327-C
24	RW132W	Traulsen 1 Sec Hot Box Wide	058328-C

HIDALGO COUNTY SHERIFF'S OFFICE  
Kitchen Equipment & Appliances Maintenance and Repair Services"  
RFSQ NO. 2015-024-01-16-SGS

Bidder/Company Name: ITW FOOD EQUIPMENT GROUP dba HOBART SERVICES

Address: 1200 E. HACKBERRY, SUITE C,

City/State/Zip Code: McAllen, TX, 78501

Phone #: (956) 618-1817 Fax No.: (956) 618-1983

Cell # N/A

Authorized Signature: 

Printed Name: GREG GARCIA

Title: TERRITORY MANAGER

**EXHIBIT "C"**  
INSURANCE REQUIREMENTS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/23/2015

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

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

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: ITW.CertRequest@Marsh.com or Fax: 212-948-0300  300045-Hobar-GAW-14-15	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> ILLINOIS TOOLS WORKS, INC. ITW FOOD EQUIPMENT GROUP LLC/ HOBART SERVICE ATTN: VICKI LADE 701 S. RIDGE AVENUE TROY, OH 45374-0001	<b>INSURER A:</b> Zurich American Insurance Company      NAIC # 16535	
	<b>INSURER B:</b> American Zurich Insurance Company      40142	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-005110248-02      **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLO 9441382-00	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 S.I.R. \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 9373447-11	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CDMP/COLL. DED. \$ 500,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 9373451-12 (AOS Ded) WC 9373452-12 (Retro - WI)	11/01/2014 11/01/2014	11/01/2015 11/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 ITW FOOD EQUIPMENT GROUP LLC INCLUDES THE FOLLOWING AS INSURED: HOBART (SUCCESSOR TO HOBART CORPORATION), HOBART BAKERY SYSTEMS, BAXTER MANUFACTURING, TRAUlsen, VULCAN FOOD EQUIPMENT GROUP FKA VULCAN-HART, AXIOM EQUIPMENT, AVERY BERKEL, BERKEL, CRIMSCO, GAYLDRD INDUSTRIES, KAIRAK, SOMAT, STERO, WITTC FOODSERVICE EQUIPMENT, WOLF, PEERLESS GROUP.  
 DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE.  
 INSURANCE COVERAGE IS SUBJECT TO POLICY EXCLUSIONS, POLICY TERMS AND CONDITIONS

<b>CERTIFICATE HOLDER</b>  HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 S HIGHWAY BUS 281 EDINBURG, TX 78539	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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**AGENDA**  
**HIDALGO COUNTY**  
**COMMISSIONERS COURT MEETING**  
**March 3, 2015**  
**9:30 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

- 1. Roll Call**
- 2. Pledge of Allegiance - Veterans of Foreign Wars Sgt. Benito Alaniz Post 7473 Color Guard**
- 3. Prayer**
- 4. Approval of Consent Agenda**
- 5. Open Forum**
- 6. County Judge's Office:**
  - A. AI -48689** Resolution in honor of Eugene Gutierrez, a member of the first Special Service Force during World War II, for receiving a Congressional Gold Medal
  - B. AI -48691** Resolution supporting a proposed affordable housing community - Project La Palmilla
  - C. AI -48693** Resolution supporting a proposed affordable housing community - The Heights
  - D. AI -48707** Resolution in support of Senator Juan Hinojosa's Border Security Plan
  - E. AI -48700**
    1. Approval to rescind action taken on 2/17/15 appointment of board member to the Tropical Texas Behavioral Center Board of Trustees for a two year term (Pct. #2 appointment only)
    2. Appointment of board member to the Tropical Texas Behavioral Center Board of Trustees for a two year term, effective March 3, 2015.
  - F. AI -48701** Discussion, consideration, and approval of the creation of the Hidalgo County Literacy Program, as authorized under Section 381.004(b)(6) of the Texas Local Government Code.
  - G. AI -48708** Discussion regarding communication from Texas Department of Housing & Community Affairs in reference to grant funding for Community Service Agency (CSA)

**D. Pct. 4**

**1. AI -48327**

Recommendation for Commissioners Court to take action regarding the "Sunflower Park" project to "cease" contract negotiations with the #1 ranked firm for "professional construction management services" with **Prodigy Construction Management** as (selected and ranked by CC on 10/28/14), due to and as per UCP, this project was funded by & through Urban County Program grant funds and ended December 2014

**2. AI -48703**

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

B. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of Engineering Firms for the provision of "professional engineering services" for Project: **FM 1925 (from 10th Street to McColl Road) (a TxDOT Project)** located in **Hidalgo County Precinct 4**;

**ENGINEERING FIRMS:**

Totals	L&G Engineering	Building Transportation Infrastructure, Inc. d/b/a BTI	Fulcrum Consulting Services
Scores	98	93	92
Ranking			

C. Authority for the Purchasing Department to negotiate a professional engineering services agreement for Project: **FM 1925 (from 10th Street to McColl Road) (a TxDOT Project)** located in **Hidalgo County Precinct 4**, commencing with the No.1 ranked firm \_\_\_\_\_ for Engineering Services.

**E. Sheriff's Office**

**APPROVED**

- 1. AI -48489** Presentation of bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Sealed Quotes titled: Hidalgo County Sheriff's Office-" Kitchen Equipment and Appliances Maintenance & Repair Services" through project No.: 2015-024-01-16-SGS.