



**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING BIDDER'S LOG  
SPECIFICATIONS/SEALED QUOTE PACKETS  
IBF-RFP-RFQ-RFI**

RFSQ DUE DATE: DECEMBER 11, 2007 QUOTE OPENING TIME: 9:30 A.M.

DEPARTMENT/QUOTE DESCRIPTION: "HIDALGO COUNTY SHERIFF'S OFFICE-  
STEAM CLEAN EXHAUST VENTILATION & SERVICE THE AUTOMATIC FIRE  
SUPPRESSION SYSTEM"

NAME OF VENDOR: COMPANY/FIRM	QUOTE REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
Argus Security System	Mail	R Flores	12-6-07	314 Ash Ave Mcallen Tx 78501
Professional Kitchen Services	Mail	R Flores	12-6-07	203 E. Us Hwy. 83 Weslaco Tx
Stepco Restraunt Supply	Mail	R Flores	12-6-07	806 W. Harrison Harlingen Tx.

\*VIA:  
IN PERSON (IP)  
TELEPHONE REQUEST (TR)  
BIDDER LIST MAIL OUT (BLM)

**Rolando.Flores**

**From:** Juan.Tapia@hidalgoso.org  
**Sent:** Wednesday, December 12, 2007 3:47 PM  
**To:** Rolando.Flores  
**Cc:** frank.dehoyos@hidalgoso.org  
**Subject:** Re: 07-456 REQUEST FOR RECOMMENDATION BACK UP.pdf

ROLI

We recommend to please go ahead with sole bidder for our project RFSQ No. 07-456-12-11 Steam Clean Exhaust Ventilation and Service the Automatic Fire Suppression. Thanks Juan

"Rolando.Flores"  
<Rolando.Flores@co.hidalgo.tx.us>

To <Juan.Tapia@hidalgoso.org>  
cc  
bcc  
Subject REQUEST FOR RECOMMENDATION BACK UP.pdf

12/11/2007 02:23 PM

**Good Afternoon Mr. Tapia, this email serves as a request for recommendation from the Hidalgo County Sheriff's Office for the attached project. Please respond by no later than Wednesday, December 12, 2007 by 10:00 A.M. Thanks in advance Rolando Flores [attachment "REQUEST FOR RECOMMENDATION BACK UP.pdf" deleted by Juan Tapia/HCSO]**

12/12/2007

EXHIBIT "A"  
SPECIFICATIONS

## EXHIBIT "A"

### HIDALGO COUNTY SHERIFF'S OFFICE - "STEAM CLEAN EXHAUST VENTILATION AND SERVICE THE AUTOMATIC FIRE SUPPRESSION SYSTEM"

RFSQ NO: 07-456-12-11-ROL

## SPECIFICATIONS

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### PROJECT OVERVIEW:

Hidalgo County is Requesting Sealed Quotes (RFSQ) to contract with a qualified vendor on an as needed basis to "Steam Clean Exhaust Ventilation & Service the Automatic Fire Suppression System including, but not limited to, the following:

#### General Scope of Services

1. FOUR (4) EXHAUST SYSTEM: STEAM CLEAN EXHAUST FANS, EXHAUST DUCTS, GREASE FILTERS AND FOUR EXHAUST HOODS.
2. FIRE SUPPRESSION SYSTEM: INSPECTION OF MULTIPLE ANSEL FIRE SUPPRESSION SYSTEM (SEVEN (7) TANK SYSTEM) REPLACE FUSIBLE LINKS, REPLACE RUBBER BLOW OFF CAPS, REPLACE GLASS BREAK RODS.
3. QUOTE WILL BE FOR TWO (2) SERVICES PER YEAR FOR BOTH SERVICES MENTIONED.

#### Requirement, Terms & Conditions

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1. PARTICIPANTS WILL MAKE ARRANGEMENTS WITH THE HIDALGO COUNTY SHERIFF'S OFFICE TO VIEW AND INSPECT THE REFERNCED EQUIPMENT 711 EL CIBOLO ROAD IN EDINBURG TEXAS. YOUR CONTACT PERSON WILL BE JUAN TAPIA, SPECIAL PROJECTS/PROCUREMENT SPECIALIST AT 956 393-6019.
2. ALL WORK PREFORMED WILL BE IN COMPLIANCE OF THE N.F.P.A. 96 NATIONAL AND STATE FIRE CODES.
3. ALL WORK WILL HAVE TO BE EXECUTED MONDAY THRU FRIDAY BETWEEN SEVEN (7) PM THROUGH THREE (3) AM.
4. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF (BIDS, PROPOSALS AND/OR QUOTES) SHALL BE THE RESPONSIBILITY OF THE PARTICIPANT AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.
5. THE TERM OF THE CONTRACT WILL BE FOR A PERIOD OF ONE (1) YEAR, BUT NOT TO EXCEED THE \$25,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR) WITH THE COUNTY'S OPTION TO EXTEND THE CONTRACT FOR TWO (2) ADDITIONAL ONE YEAR TERMS UNDER THE SAME RATES, TERMS AND CONDITIONS.

6. HIDALGO COUNTY RESERVES THE RIGHT TO CONTINUE THIS QUOTE FOR AN ADDITIONAL SIXTY (60) DAY GRACE PERIOD AT THE END OF THE CONTRACT TERM FOR UNFORSEEN DELAY IN AWARD OF NEW QUOTE FOR NEXT CONTRACT TERM.
7. VENDOR SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF FIVE (5) YEARS.
8. A LIST OF A MINIMUM OF FIVE (5) CURRENT REFERENCES MUST BE SUBMITTED WITH YOUR QUOTE. INFORMATION SHOULD INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:
  - a). CONTACT PERSON
  - b). PHONE NUMBER
10. THE SUCCESSFUL PARTICIPANT WILL MAINTAIN ALL INSURANCES AND ITS LIMITS THROUGH OUT THE CONTRACT TERM, AS DESCRIBED AND LISTED IN: EXHIBIT "C" INSURANCE REQUIREMENTS.
11. IF AT ANY TIME IT APPEARS THAT HIDALGO COUNTY WILL EXCEED \$25,000.00 WITHIN THE FISCAL YEAR, ALL SERVICES WILL BE SUSPENDED UNTIL A CONTRACT IS OBTAINED THROUGH THE HIDALGO COUNTY BIDDING PROCESS.
14. IF UNABLE TO QUOTE, PLEASE ADVISE AT ONCE AND FAX BACK **(NO QUOTE)**.

EXHIBIT "B"  
VENDOR'S QUOTE

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE - "STEAM CLEAN EXHAUST VENTILATION AND SERVICE THE AUTOMATIC FIRE SUPPRESSION SYSTEM"

RFSQ NO: 07-456-12-11-ROL

BID PAGE

A. Steam Clean Exhaust Ventilation System

1. Total for two (2) service \$ 2700.<sup>00</sup>

B. Service the Automatic Fire Suppression System

2. Total for two (2) service \$ 470.<sup>00</sup>

\$6.<sup>00</sup> 9-volt battery  
\$8.<sup>50</sup> per link  
\$5.<sup>50</sup> breakrod  
\$2.<sup>00</sup> Rubber blow-off caps.

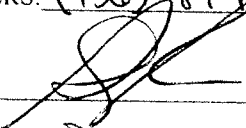
VENDOR COMPANY NAME: Argus Security Systems

ADDRESS: 314 Ash. Ave.

CITY/STATE/ZIP CODE: McAllen Tx 78501

PHONE NUMBER: (956) 682-6344 ext. 236

CELLULAR & PAGER NUMBERS: (956) 874-4050

AUTHORIZED SIGNATURE: 

PRINTED NAME: Rene DeLeon

TITLE: Suppression Supervisor

DATE: 12/7/07

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HIDALGO   §

**SERVICE CONTRACT**  
**C-07-456-12-18**

THIS CONTRACT is made and entered into this 18<sup>th</sup> day of December, 2007 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Steam Clean Exhaust Ventilation and Service the Automatic Fire Suppression System**" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

**DRAFT**

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 at 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** or

his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **January 1, 2008** and ending on **December 31, 2008**, and may be extended at the sole discretion of County for an additional one (1) year term under the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid 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.

**DRAFT**

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services. 6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

**DRAFT**

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:

If to County:

**The County of Hidalgo  
Attn: County Judge  
100 E. Cano  
Edinburg, Texas 78539**

If to Company

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

**DRAFT**

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**COUNTY OF HIDALGO**

**ATTEST:**

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

Arturo Guajardo Jr., County Clerk

**DRAFT**

**COMPANY:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved by Commissioners' Court on

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

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