

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-198-00-00

THIS CONTRACT is made and entered into this _____ day of _____, 2008 by and between the **County of Hidalgo, Texas** ("County"), and **Rick & Annette Bogle a residence of Collin County, Texas d/b/a ARB Fire Protection** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Fire Extinguishers Equipment and Maintenance Service**" (on an as needed basis) (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.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

I. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within the **Hidalgo County Buildings & Grounds**. 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 Buildings & Grounds** 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.

3. This Contract shall be for a period of **three (3) years (“on an as needed basis”)**, with the County’s option to renew/extend for an additional one (1) year period under the same rates, terms and conditions. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

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

If to Company **Rick & Annette Bogle d/b/a
ARB FIRE PROTECITON
P. O. Box 628
Farmersville, Texas 75442**

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.

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

APPROVED AS TO FORM:

By: _____
Atlas & Hall, LLP

COUNTY OF HIDALGO

ATTEST:

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

Arturo Guajardo, Jr., County Clerk

**COMPANY: Rick & Annette Bogle d/b/a
ARB FIRE PROTECTION**

By: _____

Printed Name: _____

Title: Owner _____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BID
"FIRE EXTINGUISHERS EQUIPMENT AND
MAINTENANCE SERVICE"

RFB: 2008-198-10-29-SMA

EXHIBIT "A"
HIDALGO COUNTY
"FIRE EXTINGUISHER EQUIPMENT AND MAINTENANCE SERVICE"
BID NO. 2008-198-10-29-SMA

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

PROJECT OVERVIEW:

Hidalgo County is seeking to contract with a qualified bidder to conduct all Fire Extinguisher Services on an as needed basis for Hidalgo County. The following are specifications, services, requirements, terms and conditions which include, but are not limited to:

SPECIFICATIONS:

1. Vendor must inspect each and every County department/location listed for additions and/or deletions.
2. Vendor must provide site schedule addressed to Hidalgo County Buildings & Grounds.
3. Vendor must furnish labor, equipment, material and transportation to perform annual inspections, test recharge and service the fire extinguishers on an annual basis as needed for Hidalgo County.
4. Vendor shall check entire building to ensure adequate numbers of fire extinguishers are properly installed to meet all fire codes and standards.
5. Vendor shall perform the required 12 year or 5 year hydrostatic testing on all portable fire extinguishers when due. Vendor shall also ensure that extinguishers are emptied and subject to the applicable maintenance procedures. When recharging or hydrostatic testing is performed, the time requirement begins from that date. Trained persons with suitable testing equipment and facilities shall perform all hydrostatic testing. (See following table)

Hydrostatic Test Interval for Extinguishers	
Extinguisher Type	Test Interval (years)
Stored Pressure Water, Loaded Stream and/or Antifreeze Wetting Agent	5
AFFF (Aqueous Film Forming Foam)	5
FFFP (Film Forming Fluoroprotein Foam)	5
Dry Chemical with Stainless Steel Shells	5
Carbon Dioxide	5
Dry Chemical, Stored Pressure, with Mild Steel Shells, Brazed Brass Shells, or Aluminum Shells	12
Dry Chemical, Cartridge or Cylinder Operated, with Mild Steel Shells.	12
Halogenated Agents	12
Dry Powder, Stored Pressure, Cartridge-or Cylinder-Operated, with Mild Steel Shells	12

6. Vendor shall ensure that alternate equivalent protection is provided when portable fire extinguishers are removed from service for maintenance and recharging.
7. Vendor shall perform a visual inspection of **Portable Dry Chemical (ABC) Extinguishers** for physical damage, charge and maintenance intervals. Portables that meet maintenance intervals shall

be checked to ensure pull pins and temper seals are in place. Handles on extinguisher shall be checked to ensure they are not bent to coming loose. Gauges shall be checked to verify operational status. Charge on cylinder should result in gauge indication in the full charged (green) range. All portable extinguishers shall have proper hose fitted and contain proper amount/type fire extinguisher agent. The portable fire extinguishers are to be properly mounted located and identified in such a manner that they are readily accessible, fully charged, in operable condition, in their designated place and installed. All inspections and service shall be in accordance with NFPA 10, Standard for Portable Fire Extinguishers.

8. Vendor shall perform a visual inspection of **Carbon Dioxide (CO2) Extinguishers** for physical damage, charge and maintenance intervals. CO2 extinguishers that meet maintenance interval shall be checked to ensure pull pins and temper seals are in place. Handles on extinguishers shall be checked to ensure they are not bent or coming loose. Cylinders should be weighted to detect loss of liquid by leakage, tampering or use. All CO2 extinguishers shall have proper hose and horn fitted and shall contain proper weight of carbon dioxide fire extinguisher agent. Hoses and horns shall be in good condition have no visible cracks in the rubber. The CO2 fire extinguishers shall be properly mounted, located and identified in such a manner that they are readily accessible fully charged, in operable condition. All inspections and service shall be in accordance with NFPA12, Standard for CO2 Fire Extinguishers.
9. Vendor shall perform a visual inspection of **Portable Water Extinguishers** for physical damage, proper amount of liquid agent and maintenance intervals. Portable Water Extinguishers that meet maintenance intervals shall be checked to ensure pull pins and temper seals are in place. Handles on extinguishers shall be checked to ensure they are not bent or coming loose. Gauges shall be checked to verify operational status. Liquid agent in cylinder should result in gauge indication in the full (green) range. All portable water extinguishers shall have proper hose fitted and contain proper amount/type fire extinguishers agent. Hoses shall be in good condition and have no visible cracks in the rubber. The portable water extinguishers shall be properly mounted, located and identified in such a manner that they are readily accessible, filled with proper amount of liquid agent, in operable condition. All inspections and service shall be in accordance with NFPA 10, Standard for Portable Extinguishers.

REQUIREMENTS:

1. Bidder(s) must be State licensed during complete term of contract.
2. Vendor(s) will provide and maintain all the required Insurances and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

TERMS & CONDITIONS:

1. The term of the contract is **three (3) years initial period with County's option to extend for one (1) additional year term under the same rates, terms and conditions.**
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest qualified bidder(s) and/or meeting all specifications. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s)
4. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or

services in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendor's ability.

5. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use
6. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.
7. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.
8. After contract is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.
9. Hidalgo County reserves the right to award to one or MULTIPLE bidders if the County determines it is in its best interest to do so.
10. Any contract awarded to a successful bidder will be in effect until:
 - (a) The contract expires
 - (b) Delivery acceptance of products and/or performance of services ordered, or
 - (c) Terminated by County with thirty (30) day's written notice prior to cancellation.
11. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification
12. All billing must be submitted to the designated department: (See following table)

NOTE: The following locations are approximate amounts of fire extinguishers (subject to change locations and quantities).

DEPARTMENT / LOCATION	APPROXIMATE QTY. OF EXTINGUISHERS
REMIT BILLING TO HIDALGO COUNTY BUILDINGS & GROUNDS	
HIDALGO COUNTY ADMINISTRATION	
BLDG. 100 E. Camo Edinburg, Texas 78541	30
HIDALGO COUNTY COURTHOUSE & ANNEX I 300 N. Clopper Edinburg, Texas 78541	48
ANNEX II 301 S. 10 th Edinburg, TX 78541	
430th DISTRICT COURT 171 South 9 th Edinburg, TX 78541	2
BUILDINGS & GROUNDS 3300 S. Bas. 251 Edinburg, TX 78541	17
BUILDINGS & GROUNDS (Vehicles) UNITS:	75

20, 22, 24, 25, 26, 27, 29, 30, 31, 32, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58	
NEW ADMINISTRATION BUILDING 2862 S. Bus. 281 Edinburg, Tx 78539	8
Hidalgo County Juvenile Center (VACANT) 3106 S. Hwy 281 Ft. Worth, Texas 78541 (956) 381-8600	10
McAllen Sub-Station 300 E. Hackberry (Rear) McAllen, Texas 78501	2
Weslaco Sub-Station 1907 Joe Stephens Weslaco, Texas 78596	2
Hidalgo County Extension Service 410 N. 13 th Edinburg, Texas Contact: Brad Cowen (956) 383-1026	6
La Mansion (VACANT) 2401 N. Moorefield (44) Mission, Tx	9
Mission Clinic N. Mile South Broadway Mission, Texas 78572	4
Per. 4 PL 1-Justice of the Peace, Charlie Espinoza 212 N 12th Ave Edinburg, Tx	3
Per. 2- Constable Gilbert Alaniz 523 S. Standard San Juan, Tx	1
REMIT BILLING TO HIDALGO COUNTY JUVENILE CENTER	
Hidalgo County Juvenile Justice Center (NEW BLDG.) and 449th District Court 1901 N. Doolittle Rd. Edinburg, Tx 78534	42
REMIT BILLING TO PCT. 5 CONSTABLE	
Pct. 5- Constable (vehicles) 335 W. 4 th Elisa, Tx	4
REMIT BILLING TO HIDALGO COUNTY WIC PROGRAM-ADM. OFFICE CONTACT: MARGARITA @ 381-4646	
WIC Administration Office 3195 W. University Drive Edinburg, Tx 78539	4
WIC Cargo Vans	3
McAllen WIC Clinic (Modular Bldg) 300 E. Hackberry McAllen, Texas 78501	2
Donna WIC Clinic 301 S. 8 th Donna, Texas 78537	2
Mercedes WIC Clinic 340 S. Texas Mercedes, Texas 78570	2
La Joya WIC Clinic 204 West 2 nd Street La Joya, Texas 78590	3
Las Milpas WIC Clinic 271 Suites A&B East Dunbar Drive Las Milpas, Texas 78560	2
Progreso WIC Clinic (Modular Bldg) 3 Mi. South Business 83 on FM 1015 Progreso, Texas 78372	2
San Juan WIC Clinic 524 South Nebraska San Juan, Texas 78576	4
Alton WIC Clinic Between Glasscock & Mary Rd Alton, Texas 78571	2
Alamo WIC Clinic 1932 West Fontaine, Ex. 355 Hwy 83	4

Airino, Texas 79516 Sullivan WIC Clinic Highway 83 Sullivan, Texas 78529	3
Mission WIC Clinic #2 1209 Delery Mission, Texas 78572	2
McAllen WIC Clinic #2 1204 Houston McAllen, Texas 78501	2
Edinburg WIC Clinic #2 1131 Lawlor Edinburg, Texas 78539	9
Pharr WIC Clinic #2 1000 E. Old Highway 83 Pharr, Texas 78577	2
Hidalgo County WIC Annex Building 4109 W. University Lomburg, Texas 78539	2
Mobile Clinic 2105 W. University Lomburg, Texas 78539	2
Roma WIC Clinic 1505 N. Grant, Suite 1 & 2 Roma, Tx 78584	5
Rio Grande City WIC Clinic 604 N. Grant Rio Grande City, Tx 78582	2
HEALTH AND WIC CLINICS REMIT BILLING TO HIDALGO COUNTY BUILDINGS & GROUNDS	
Edinburg Health & WIC Clinics 3105 E. Seminary Lomburg, Texas 78539	5
Pharr Health & WIC Clinics 1903 N. In Pharr, Texas 78577	4
Weslaco Health & WIC Clinics 1701 North Bridge Weslaco, Texas 78596	5
Mission Health & WIC Clinics 2311 South Schribach Mission, Texas 78572	2
Hidalgo Health & WIC Clinics 302 E. Tejano Edinburg, Texas 78577	4
Elsa Health & WIC Clinics 708 E. Edinburg Elsa, Texas 78544	4
REMIT BILLING TO HIDALGO COUNTY HEALTH DEPT.	
Hidalgo County Health Department (956) 383-6221 Central Office & Warehouse 1374 South 25 th Street Edinburg, Texas 78539	20
McAllen Clinic 3011 Hackberry McAllen, Texas 78501	3
Mobile Clinic 1374 South 25 th Street Edinburg, Texas	3
Pulmonary 1374 South 25 th Street Edinburg, Texas 78539	5
Trucks and Vans 1374 South 25 th Street Edinburg, Texas 78539	17
REMIT BILLING TO HIDALGO COUNTY RESTITUTION CENTER	
Hidalgo County Restitution Center 1124 N. M. 94 Edinburg, TX 78539 (956) 381-9122 Contact: Robert Lujan	9
Restitution (Vehicles) Contact: #206-218-1621, #247-1021-248, #92-797, 295-799	5

REMIT BILLING TO HIDALGO COUNTY BOOT CAMP	
Hidalgo County Boot Camp 1000 S. Rd. P.O. Box 1149 Edinburg, Texas 78540 (956) 383-3311 Contact: Melissa Garcia	
Administration Building - (Boot Camp)	3
Alpha Company Biliets- (Boot Camp)	2
Bravo Company Biliets- (Boot Camp)	2
Vehicles: (Boot Camp) Boot Camp Vans - 6, 0-596, 772-423, 804-87 Sbuol	4
REMIT BILLING TO HIDALGO COUNTY ADULT PROBATION	
Hidalgo County Adult Probation 3100 S. Bus Hwy. 281 Edinburg, Tx 78540 956-587-0000 Contact: Diana Sotis Probation Dept. Van # 761-522	6
REMIT BILLING TO HIDALGO COUNTY SHERIFF'S OFFICE	
Hidalgo County Sheriff's Office 211 E. Cibola Rd. Edinburg, Texas 78540 (956) 383-8114 Contact: Richard Ozuna Law Enforcement Center	8
Firing Range	1
Motor Pool	6
Academy	6
Detention Center	6
REMIT BILLING TO HIDALGO COUNTY BUDGET & MANAGEMENT SAFETY DIVISION	
Hidalgo County B & M Safety Division 2818 S. Bus Hwy 281 Edinburg, Tx 78540 Contact: Roy Quintana	
Vehicles: Trucks 1, 2, 3, 4, 5, 6, 7, 8 & 9	9
REMIT BILLING TO HIDALGO COUNTY HUDA TASK FORCE	
Hidalgo County HUDA Task Force 3400 S. Coowner Fox Trot Building Edinburg, Tx Contact: Sandra Lopez	2
REMIT BILLING TO HIDALGO COUNTY PCT. 1	
Hidalgo County Precinct No. 1 1902 Joe Stephens Ave Weslaco, Texas 78596 (956) 965-8733	4
Pat. 1 Shop	2
Pat. 1 Texas Parks & Wildlife	1
Sunset Tire Shop	1
Roman's Oil Co	1
Water & Sign Room	1
Gas Storage Tank	1
Druid Storage Tank	1
Vehicles: Equipment (1) used 1 thru 153	153
Sunset Guard House	1
Sanitation Office	1
Sanitation Storage	1
Mercedes Collection Center	1
Compa Collection Center	1
Monte Alto Collection Center	1
Sunset Collection Center	1
Monte Alto Veterans Park	1
Sunrise Pavilion Kitchen	1
North Post Box	1
South Post Box	1
Zeta Shop	1
Foot Room	1
Delta Lost Booth	1
REMIT BILLING TO J.P. GILBERT SAENZ	
Pct. 1 P1 - Justice of the Peace Gilbert Saenz 1902 Joe Stephens Ave., Sec. 04	2

Westaco, Texas 78596	
REMIT BILLING TO J.P. JESUS MORALES	
Pct. 1 Pl. 2 - Justice of the Peace Jesus Morales 1902 Joe Stephens Ave., Ste. 102 Westaco, Texas 78596	2
REMIT BILLING TO HIDALGO COUNTY PCT. 2	
Hidalgo County Precinct No. 2 301 E. State Pharr, Texas (956-787-1891)	3
Vehicle/Equipments- Pct. 2 1, 2, 3, 4, 5, 10, 11, 12, 13, 15, 21, 22, 28, 29, 30, 31, 32, 34, 35, 37, 43, 44, 46, 50	25
Pct. 2-Shop 329 E. State Pharr, Tx	9
Pct. 2-Palmer Pavilion 301 E. Hackberry McAllen, Tx	2
Pct. 2-Palmer Pavilion (Less Gilmore Kitchen) 301 E. Hackberry McAllen, Tx	6
Pct. 2-Las Milpas Pool 6 1/2 Mile South Jackson Rd & Anaya Las Milpas, Tx	2
Pct. 2-County Wide Shop (shop & pole) 101 N. Cypress Pharr, Tx	3
Pct. 2-County Wide Shop (equipment & vehicles 29,49,59, 1988 western star) 101 N. Cypress Pharr, Tx	4
Pct. 2-CRC South Tower 509 E. Loring Street San Juan, Tx	2
REMIT BILLING TO HIDALGO COUNTY PCT. 3	
Hidalgo County Precinct No. 3-(Office) 724 N. Breyfogle Mission, Texas (956-585-4509)	51
Pct. 3- Constable Larry Gallardo Pct. 3 Pl. 2-Justice of the Peace Israel "Melo" Ochoa 730 N. Breyfogle St. B Mission, Tx	12
Pct. 3-Justice of the Peace Israel "Melo" Ochoa 730 N. Breyfogle St. A Mission, Tx	3
Pct. 3- Penitas Landfill 7 Miles West of Mission on Military Rd. Penitas, Tx	11
Pct.3-Anzalduas Park 4 Miles South of Mission on FM 1616 Mission, Tx	18
REMIT BILLING TO HIDALGO COUNTY PCT. 4	
Hidalgo County Precinct No. 4 (office) 1102 N. Dowdette Edinburg, Texas 78539 (383-3112)	77
Pct. 4- Landfill 1102 N. Dowdette Edinburg, Texas 78539	8

12. **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. Time frame 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.

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 may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

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, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, OCTOBER 22, 2008 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than **FRIDAY, OCTOBER 24, 2008 BY 5:00 P.M.**

EXHIBIT "B"
VENDOR'S PROPOSAL

EXHIBIT "B"

Bid Page

**HIDALGO COUNTY
REQUEST FOR BID
"FIRE EXTINGUISHERS EQUIPMENT AND
MAINTENANCE SERVICE"**

RFB: 2008-198-10-29-SMA

EXHIBIT "B"

**Hidalgo County Buildings and Grounds
 "Fire Extinguishers Equipment and Maintenance Service"
 Bid No. 2008-198 10-29-SMA
 BID PAGE**

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.
 INCOMPLETE submittals shall be considered a probable cause for disqualification.

DESCRIPTION	AMOUNT
INSPECTIONS (ANNUAL)	\$ 4.00
RECHARGES Dry Chemical (Includes pull pins & o-rings when needed)	
2.5 LB Dry Chemical	\$ 7.00
5 LB Dry Chemical	\$ 9.00
10 LB Dry Chemical	\$ 12.00
20 LB Dry Chemical	\$ 20.00
5 LB Carbon Dioxide (CO2)	\$ 13.00
10 LB Carbon Dioxide (CO2)	\$ 16.00
HYDRO-TEST (Dry Chemical 20 & Under Plus recharge)	Hydro - \$ 14.00 Recharge - Depends on size
CARBON DIOXIDE (CO2 under plus recharge)	Hydro - \$ 18.00 Recharge - Depends on size
WATER EXTINGUISHER & HYDRO	\$ 14.00
AMEREX & GENERAL ABC TYPE FIRE EXTINGUISHER PRICE LIST	
2.5 LB Dry Chemical	Amerex \$ 30.00 Badger \$ 27.00
5 LB Dry Chemical	Amerex \$ 42.00 Badger \$ 34.00
10 LB Dry Chemical	Amerex \$ 62.00 Badger \$ 54.00
20 LB Dry Chemical	Amerex \$ 105.00 Badger \$ 96.00
EXIT SIGNS	
These are samples of the light fixtures that may require service but not limited to the following:	
ESR2 AC RED EXIT SIGN	\$ 32.00
B1655 120V, 20W, Intermediate Screw Bulb	\$ 2.00
BT6 145V, 1-W, Candelabra screw	\$ 1.75
B7C 7 120V, 7W, Candelabra Screw	\$ 1.50
BPL7 120V, 7W, Compact Fluorescent	\$ 5.50
B914 4V, 9W, Miniature Wedge	\$ 1.50
TOTAL BID (for all above items)	Amerex \$ 410.25 Badger \$ 382.25

AS PER 1 EACH

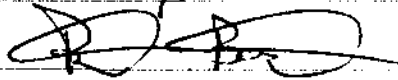
BIDDER/COMPANY NAME: ARB Fire Protection
ADDRESS: P.O. Box 628
CITY/STATE/ZIP CODE: FARMERSVILLE, TEXAS 75442
PHONE No: 214-364-0704 FAX No: 972-782-7442
E-MAIL ADDRESS: rtboyle1@wmconnect.com
CELLULAR No.: 972-989-9577
PRINTED NAME: Rick Boyle
AUTHORIZED SIGNATURE: 
TITLE: OWNER DATE: 10-18-08

EXHIBIT "C"
INSURANCE REQUIREMENTS

EXHIBIT "C"
INSURANCE REQUIREMENTS

HIDALGO COUNTY BUILDINGS AND GROUNDS
REQUEST FOR BID
"FIRE EXTINGUISHERS EQUIPMENT AND
MAINTENANCE SERVICE"

RFB: 2008-198-10-29-SMA

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2008

PRODUCER (713) 521-9251 FAX: (713) 521-0125
El Dorado Insurance Agency
2515 North Blvd.
PO Box 66571
Houston TX 77266

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

INSURED
Rick & Annette Bogle
DBA: ARB Fire Protection
P O Box 628
Farmersville TX 75442

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Republic Vanguard	
INSURER B: Progressive County Mutual	29203
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <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	RGL371678-01	10/25/2008	10/25/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	06668094-0	11/19/2008	11/19/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESSUMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Hidalgo County is named as Additional Insured on the General Liability and Automobile Policies only.

CERTIFICATE HOLDER

leticia.saenz@co.hidalgo.t

Hidalgo County
Attn: Purchasing Department
2812 S Highway Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
R.L. Ring, Jr./JL03

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Affidavit & Indemnity Agreement

Date 11-14-08

Affiant: Rick Boyle

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Rick Boyle is a sole proprietor doing business as ARB Fire Protection with Hidalgo County. Affiant will provide service for all of Hidalgo County

Affiant further states that he has no employees and does not anticipate employing any. In the event Affiant does employ any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law.

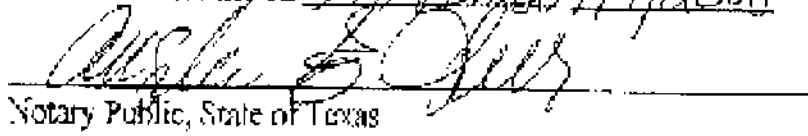
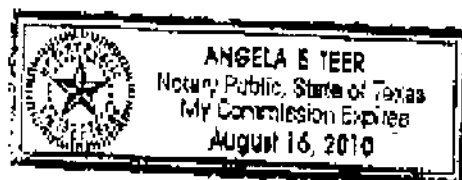
Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant says: not.



Printed Name of Affiant: Rick Boyle

SWORN AND SUBSCRIBED TO under oath before me on November 17, 2008


Notary Public, State of Texas

Issued To:

RICK & ANNETTE BOGLE
P O BOX 628
FARMERSVILLE, TX 75442

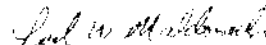
Registration No: FCR 1876
Expiration Date: 11/06/2009

FIRE EXTINGUISHER CERTIFICATE OF REGISTRATION

**TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE**

Doing Business As:

ARB FIRE PROTECTION
20022 CR 818
FARMERSVILLE, TX 75442



PAUL MALDONADO, STATE FIRE MARSHAL

ISSUED TO:

BOGLE, ANNETTE

ARB FIRE PROTECTION
20022 CR 818
FARMERSVILLE, TX 75442

License Number: FEL-10148-A

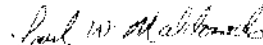
Expiration Date: 05/02/2009

Registration No: FCR-1876

FIRE EXTINGUISHER LICENSE
(FOR ALL FIXED EXTINGUISHER SYSTEMS & PORTABLES)

**TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE**

RICK & ANNETTE BOGLE
c/o ARB FIRE PROTECTION



PAUL MALDONADO, STATE FIRE MARSHAL