

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

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

**THIS CONTRACT** is made and entered into this 1<sup>st</sup> day of January, 2008 by and between the **County of Hidalgo, Texas** ("County"), and **Alarm Security Group, LLC; d/b/a ASG Security Argus Security Systems; ASG Monitoring, LLC.** a Texas Corporation. ("Company").

**WHEREAS**, Company responded to advertised notices for bids for **"Steam Clean Exhaust Ventilation & 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.

**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 of one (1) year **(not to exceed the \$25,000.00 statutory bid limit (per calendar year))**, commencing **January 1, 2008** and expiring on **December 31, 2008** with the County's option to extend for two (2) additional one (1) year terms, under the same rates, terms and conditions. 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.

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



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.

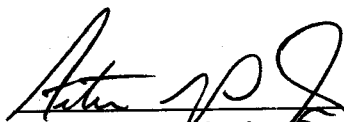
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2008.

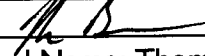
**COUNTY OF HIDALGO**

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

**ATTEST:**

  
\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk


**COMPANY: Alarm Security Group, LLC;  
d/b/a ASG Security Argus Security  
Systems; ASG Monitoring, LLC.**

By:   
\_\_\_\_\_  
Printed Name: Thomas Beare  
Title: Vice President/General Manager

Approved by Commissioners' Court on December 18, 2007

**APPROVED AS TO FORM:**

Atlas & Hall, L.L.P.

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

**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 PERFORMED 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 BID**

**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>

\$6.<sup>00</sup> 9-volt battery  
\$8.<sup>50</sup> per link

B. Service the Automatic Fire Suppression System

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

\$5.<sup>50</sup> breakrod  
\$2.<sup>00</sup> Rubber bbw-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: [Signature]

PRINTED NAME: Rene Deleon

TITLE: Suppression Supervisor

DATE: 12/7/07

**EXHIBIT “C”  
INSURANCE REQUIREMENTS**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/15/2008

PRODUCER (415) 874-7100 FAX: (415) 874-7199  
Equity Risk Partners, Inc.  
License No. 0D21146  
101 Montgomery Street, 14th Fl  
San Francisco CA 94104

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  
Alarm Security Group, LLC; DBA: ASG Security  
Argus Security Systems; ASG Monitoring, LLC.  
12301 Kiln Court  
Beltsville MD 20705

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Everest Indemnity Ins.	
INSURER B: Hartford Fire Ins. Co.	19682
INSURER C: Arch Specialty Ins. Co.	21199
INSURER D: American Home Assurance	19380
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	GENERAL LIABILITY	51GL000997071	7/18/2007	7/18/2008	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY	57UBNUL6727	7/18/2007	7/18/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC AGG \$
	GARAGE LIABILITY				
C	EXCESS/UMBRELLA LIABILITY	ULP000861502	7/18/2007	7/18/2008	EACH OCCURRENCE \$ 15,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 15,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3425582	7/18/2007	7/18/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Hidalgo County is listed as an additional insured per attached Form CG20101001.

## CERTIFICATE HOLDER

Hidalgo County  
2802 So. Bus. Hwy. 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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Tony Marcon/PADILL



## **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.

**AI-6992**

**18.K.1.**

**Steam Clean Exhaust and Servicing the Automatic Fire Suppression System**

**CC REGULAR**

**Date:** 12/18/2007  
**Submitted By:** Roli Flores, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Area:** Purchasing Department **Purchasing only:** Sheriff's Office

**Information**

**CAPTION**

Requesting authority to award (from solicited sealed quotes) and approval of contract for "Steam Clean Exhaust and Servicing the Automatic Fire Suppression System" to sole quote meeting all specification and/or requirements for a one (1) term but in no event to exceed the statutory bid limit of \$25,000.00.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2007 **ACCT. #:** 7-1100-423-21-280-002-0-431  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is \$8,893.82 as of 12/13/07. Original budget in 2007 was \$80,000.00 (presume similar funding in 2008).

**Attachments**

Link: [back up](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/13/2007 08:50 AM	APRV
2	Budget & Management	Dina Trevino	12/13/2007 08:59 AM	APRV
3	Dale Kennan	Dale Kennan	12/13/2007 11:22 AM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 03:54 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 04:18 PM	APRV
Form Started By: Roli Flores			Started On: 12/11/2007 09:05 AM	
Final Approval Date: 12/14/2007				