

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**PURCHASE AGREEMENT**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Progressive Emergency Products, LLC (hereinafter "Contractor"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires to purchase a communications trailer as described in RFP 12-041 (hereinafter "Trailer") with federal grant funds; and

WHEREAS, Contractor represents that it has available and desires to sell the Trailer to County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Article I. Scope of Services**

Contractor shall provide the Trailer as specified in the attached Exhibit A. Contractor shall not deviate from the specifications contained in the attached Exhibit A without prior written consent from County.

**Article II. Compensation and Payment**

2.1 Contractor shall provide the Trailer at the price set forth in the attached Exhibit A. The Maximum Compensation for the provision of the Trailer described in Exhibit A is three hundred and sixty-nine thousand two hundred and seventy-three dollars and 36/100 (\$369,273.36). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

2.2 It is understood and agreed that payments will be made to Contractor by County based on the following procedures: Upon delivery of Trailer, Contractor shall submit to County an invoice for the Trailer in a form acceptable to County. County shall review such invoice and approve it within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay the approved invoice within thirty (30) calendar days.

2.3 Payment of the invoice will not be deemed acceptance of the Trailer, but rather Trailer will be subject to inspection, test, and rejection by County for a period of five (5) days. County may reject Trailer if it does not comply with the specifications contained in the attached Exhibit A and Contractor will retrieve Trailer at no cost to County. County may elect to accept replacement tender if Trailer does not comply with the specifications contained in the attached Exhibit A.

2.4 All payments by County to Contractor are contingent upon receipt by County of 2010 Urban Area Security Initiative (SAA Award Number 10-GA 48157-02) grant funds and 2011 Homeland Security Grant Program Urban Area Security Initiative (SAA Award Number 11-5R 48157-01) grant funds allocated by the Texas Department of Public Safety for the purchase of the goods and services described in the attached Exhibit A.

### **Article III. Limit of Appropriation**

3.1 Prior to execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of three hundred and sixty-nine thousand two hundred and seventy-three dollars and 36/100 (\$369,273.36), specifically allocated to fully discharge any and all liabilities which may be incurred by County.

3.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances, or interpretations thereof exceed three hundred and sixty-nine thousand two hundred and seventy-three dollars and 36/100 (\$369,273.36).

### **Article IV. Time of Performance**

It is understood and agreed that the Trailer shall be delivered to County within 26 weeks of receipt of notice to proceed from County or within such additional time as may be extended by the County at County's sole discretion.

### **Article V. Modifications**

Any modifications to this Agreement must be in writing and must be signed by both parties.

### **Article VI. Termination**

6.1 Termination for Default

6.1.1 County may terminate the whole or any part of this Agreement for cause without cancellation charge in the following circumstances:

6.1.1.1 If Contractor fails to perform within the time specified in Section V. of this Agreement or any extension thereof granted by County in writing; or

6.1.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of thirty (30) calendar days after receipt of notice from County specifying such breach or failure.

6.2 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

## **Article VII. Insurance**

7.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

7.1.1 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

7.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

7.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

7.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage. All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

7.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

**Article VIII. Indemnity**

**CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

**Article IX. Independent Contractor**

9.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

9.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**Article X. Contract Administration**

10.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Office of Emergency Management, 307 Fort Street, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Contractor. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

10.2 All written notices, demands, and other papers or documents to be delivered to Contractor under this Agreement shall be delivered to Progressive Emergency Products, LLC, 40500 IH West, P.O. Box 14, Boerne, Texas 78006, or such other place or places as Contractor may designate by written notice delivered to County.

**Article XI. Compliance with Laws**

11.1 Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage

statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.2 Contractor shall comply with all applicable requirements of the 2010 Urban Area Security Initiative Sub-Recipient Award for Fort Bend County (SAA Award Number 10-GA 48157-02) and the 2011 Homeland Security Grant Program Urban Area Security Initiative Program Sub-Recipient Award for Fort Bend County (SAA Award Number 11-5R 48157-01).

**Article XII. Debarment/Suspension**

12.1 Contractor certifies that it and its principals and vendors:

12.1.1 Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;

12.1.2 Have not within a three year period preceding this Agreement 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;

12.1.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 12.1.2; and

12.1.4 Have not within a three year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

**Article XIII. Retention of Records**

Contractor shall retain all documents related to this Agreement for a minimum of three (3) years from the later of completion of this project or any litigation, dispute, or audit related to this Agreement. Contractor shall give County, the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Contractor pertaining to this Agreement.

**Article XIV. Right to Audit**

Contractor shall give County, the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of funds received and performances rendered under this Agreement. Contractor shall provide any documents, materials, or information necessary to facilitate such audit.

**Article XV. Lobbying**

Contractor certifies that no federal funds have been paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of a Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee or a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form- LLL Disclosure of Lobbying Activities, in accordance with its instructions.

**Article XVI. Warranty**

Contractor warrants to County that the Trailer will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Article XVII. Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

**Article XVIII. Applicable Law**

This Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

**Article XIX. Successors and Assigns**

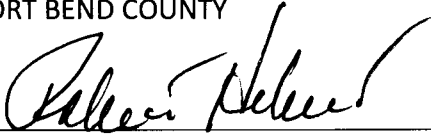
County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Article XX. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 8 day of May, 2012.

FORT BEND COUNTY

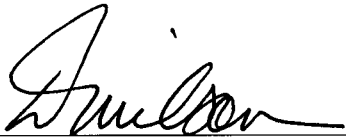
  
\_\_\_\_\_  
Robert E. Hebert, County Judge

PROGRESSIVE EMERGENCY PRODUCTS, LLC

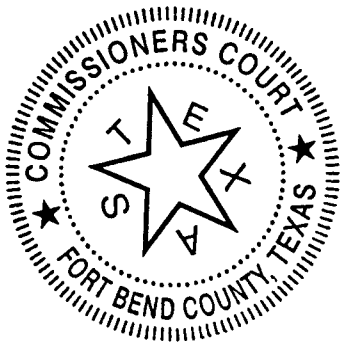
  
\_\_\_\_\_  
Authorized Agent- Signature

JEFF COLLINS  
\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

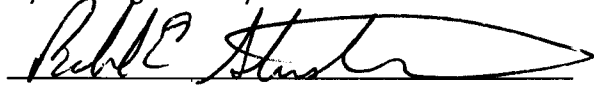
  
\_\_\_\_\_  
Dianne Wilson, County Clerk

Co-Owner  
\_\_\_\_\_  
Title  
5/8/12  
\_\_\_\_\_  
Date



**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 369,273<sup>36</sup> to accomplish and pay the obligation of the Fort Bend County Drainage County under this contract.



Robert Edward Sturdivant, County Auditor

# EXHIBIT A

Phone  
830-816-2757

# Progressive Emergency Products, LLC

Fax  
830-249-7846

40500 IH 10 West/ P.O. Box 14  
Boerne, Tx 78006

## Estimate

11196v2

4/27/2012

Customer/Bill to Address

Ship To

Fort Bend IST

Qty	Item	Description	Price	Total
1	NPN Item	Fort Bend IST 33' 4" Trailer	156,221.59	156,221.59
1	NPN Item	IT Package	8,549.25	8,549.25
1	NPN Item	AVL 1 Meter Package	22,443.18	22,443.18
1	NPN Item	BUC 6 watt	1,026.70	1,026.70
1	NPN Item	Satnet SIT	2,267.05	2,267.05
1	NPN Item	HP 42" Plotter	10,000.00	10,000.00
1	NPN Item	HP Multifunction	562.50	562.50
1	NPN Item	Samlex 60amp Supply and Dist. Panel	888.98	888.98
1	NPN Item	HD PTZ Camera Package	8,500.00	8,500.00
1	NPN Item	Wifi Package	663.55	663.55
1	NPN Item	Cradlepoint Broadband Router	453.41	453.41
1	NPN Item	Voice Communication Package	7,229.00	7,229.00
1	NPN Item	PA AM/FM Audio Package	3,750.00	3,750.00
1	NPN Item	Radio Install Package	16,158.83	16,158.83
1	NPN Item	42' mast with nycoil	10,795.45	10,795.45
1	NPN Item	Compressor and controls for mast	568.18	568.18
2	NPN Item	Slideout chair slides	568.18	1,136.36
5	NPN Item	Office chairs	113.64	568.20
2	NPN Item	46" LED TV's	1,089.77	2,179.54
4	NPN Item	24" PC Monitors	227.27	909.08
1	NPN Item	2 bank battery charger	204.55	204.55
2	NPN Item	Solar chargers	113.64	227.28
1	NPN Item	Stacking winch	426.14	426.14
1	NPN Item	Emergency Strobe package with remote	4,375.00	4,375.00
1	NPN Item	Red/White interior light package	795.45	795.45
1	NPN Item	Microwave and coffee pot	159.09	159.09
1	NPN Item	IT rack and accessories	3,977.27	3,977.27
1	NPN Item	Video Matrix router and cabeling	7,954.55	7,954.55
1	NPN Item	25K MQ generator and panel	19,721.59	19,721.59
1	NPN Item	Striping and graphics	4,545.45	4,545.45
1	NPN Item	Slidemaster	450.00	450.00
1	NPN Item	Set of panel mounts cam	340.91	340.91
1	NPN Item	50' #2 cam set	815.34	815.34
1	NPN Item	50' 50a cord	301.14	301.14
1	NPN Item	Cam x50a adapter	196.59	196.59
1	NPN Item	Stack cart for electrical	1,363.64	1,363.64

This quote is valid for 30 days.  
Please send a tax exempt certificate if applicable

**Subtotal**

**Total**

Phone  
830-816-2757

# Progressive Emergency Products, LLC

Fax  
830-249-7846

40500 IH 10 West/ P.O. Box 14  
Boerne, Tx 78006

## Estimate

11196v2

4/27/2012

Customer/Bill to Address

Ship To

Fort Bend IST

Qty	Item	Description	Price	Total
1	NPN Item	Allowance for table and chair cart	1,363.64	1,363.64
2	NPN Item	Tables	85.23	170.46
40	NPN Item	Chairs	74.72	2,988.80
2	NPN Item	Fire Research lights for mast	1,363.64	2,727.28
1	NPN Item	Fire extinguisher and first aid kit	170.45	170.45
1	NPN Item	Awning package	50,027.89	50,027.89
1	NPN Item	Shop Labor	8,500.00	8,500.00
1	NPN Item	Shipping	2,600.00	2,600.00
		* Note: Job delivery date 26 weeks following receipt of Purchase Order.		
		Sales Tax	6.75%	0.00

This quote is valid for 30 days.  
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**Subtotal**

\$369,273.36

**Total**

\$369,273.36

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Contractor shall give County, the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of funds received and performances rendered under this Agreement. Contractor shall provide any documents, materials, or information necessary to facilitate such audit.

**Article XV. Lobbying**

Contractor certifies that no federal funds have been paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of a Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee or a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form- LLL Disclosure of Lobbying Activities, in accordance with its instructions.

**Article XVI. Warranty**

Contractor warrants to County that the Trailer will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Article XVII. Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

**Article XVIII. Applicable Law**

This Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

**Article XIX. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Article XX. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 8 day of May, 2012.

FORT BEND COUNTY



Robert E. Hebert, County Judge

PROGRESSIVE EMERGENCY PRODUCTS, LLC



Authorized Agent- Signature

JEFF COLLINS

Authorized Agent- Printed Name

Co-OWNER

Title

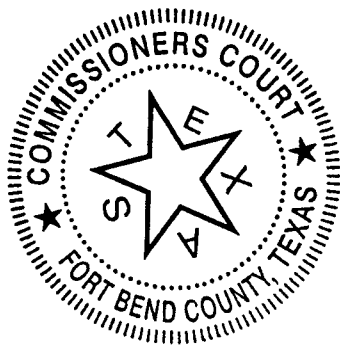
5/8/12

Date

ATTEST:

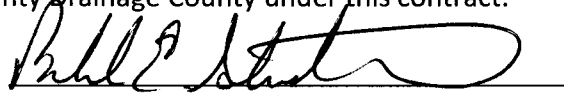


Dianne Wilson, County Clerk



**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$385,025<sup>45</sup> to accomplish and pay the obligation of the Fort Bend County Drainage County under this contract.



Robert Edward Sturdivant, County Auditor

# EXHIBIT A

Phone  
830-816-2757

# Progressive Emergency Products, LLC

Fax  
830-249-7846

40500 IH 10 West/ P.O. Box 14  
Boerne, Tx 78006

## Estimate

11197v2

4/27/2012

**Customer/Bill to Address**

**Ship To**

Fort Bend County  
Office of Emergency Managment  
Regiional GIS Planning Coordinator  
Attn Doug Barnes

Qty	Item	Description	Price	Total
1	NPN Item	Fort Bend PIO Custom 39' trailer	168,750.00	168,750.00
1	NPN Item	IT Package	11,467.65	11,467.65
1	NPN Item	AVL 1 Meter Package	22,443.18	22,443.18
1	NPN Item	BUC 6 watt	1,026.70	1,026.70
1	NPN Item	Satnet SIT	2,267.05	2,267.05
1	NPN Item	HP 24" Plotter	1,163.64	1,163.64
1	NPN Item	HP Multifunction	562.50	562.50
1	NPN Item	Samlex 60amp Supply and Dist. Panel	888.98	888.98
1	NPN Item	HD FTZ Camera Package	8,500.00	8,500.00
1	NPN Item	Wifi Package	663.55	663.55
1	NPN Item	Cradlepoint Broadband Router	453.41	453.41
1	NPN Item	Voice Communication Package	7,229.00	7,229.00
1	NPN Item	PA AM/FM Audio Package	3,750.00	3,750.00
1	NPN Item	Projector Screen	1,136.37	1,136.37
1	NPN Item	Radio Package	15,039.99	15,039.99
1	NPN Item	42' mast with nycoil	10,795.45	10,795.45
1	NPN Item	Compressor and controls for mast	568.18	568.18
2	NPN Item	Slideout chair slides	568.18	1,136.36
10	NPN Item	Office chairs	113.64	1,136.40
4	NPN Item	46" LED TV's	1,089.77	4,359.08
1	NPN Item	32" LED TV	795.45	795.45
4	NPN Item	20" LED TV's	397.73	1,590.92
4	NPN Item	24" PC Monitors	227.27	909.08
1	NPN Item	2 bank battery charger	204.55	204.55
2	NPN Item	Solar chargers	113.64	227.28
1	NPN Item	Stacking winch	426.14	426.14
1	NPN Item	Emergency strobe package with remote	4,375.00	4,375.00
1	NPN Item	Red/White interior light package	795.45	795.45
1	NPN Item	Microwave and coffee pot	159.09	159.09
1	NPN Item	IT Rack and accessories	3,977.27	3,977.27
1	NPN Item	Video matrix router and cabling	7,954.55	7,954.55
1	NPN Item	25K MQ generator and panel	19,721.59	19,721.59
1	NPN Item	Striping and graphics	4,545.45	4,545.45
1	NPN Item	Slidemaster	450.00	450.00
1	NPN Item	Set of panel mount cams	340.91	340.91
1	NPN Item	50" #2 cam set	815.34	815.34

This quote is valid for 30 days.  
Please send a tax exempt certificate if applicable

**Subtotal**

**Total**

Phone  
830-816-2757

**Progressive Emergency Products, LLC**  
40500 IH 10 West/ P.O. Box 14  
Boerne, Tx 78006

Fax  
830-249-7846

**Estimate**

11197v2

4/27/2012

**Customer/Bill to Address**

**Ship To**

Fort Bend County  
Office of Emergency Manangement  
Regional GIS Planning Coordinator  
Attn Doug Barnes

Qty	Item	Description	Price	Total
1	NPN Item	50' 50a cord	301.14	301.14
1	NPN Item	Cam x 50a adapter	196.59	196.59
1	NPN Item	Stack cart for electrical	1,363.64	1,363.64
1	NPN Item	Allowance for table and chair cart	1,363.64	1,363.64
2	NPN Item	Tables	85.23	170.46
40	NPN Item	Chairs	74.72	2,988.80
2	NPN Item	Fire Research lights for mast	1,363.64	2,727.28
1	NPN Item	Fire extinguisher and first aid kit	170.45	170.45
1	NPN Item	Awning package	54,017.89	54,017.89
1	NPN Item	Shop Labor	8,500.00	8,500.00
1	NPN Item	Shipping	2,600.00	2,600.00
		* Note: Job delivery date 26 weeks following receipt of Purchase Order.		
		Sales Tax	6.75%	0.00

This quote is valid for 30 days.  
Please send a tax exempt certificate if applicable

**Subtotal** \$385,025.45

**Total** \$385,025.45