

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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Cooperative Agreement - Limited Assignment - Laake Enterprises, Inc. - Public Services - ID: 13002

## LIMITED CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Limited Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC, Rosenbauer South Dakota, LLC (Contractor) at 100 Third Street, Lyons, SD 57041 and Laake Enterprises, Inc., (Assignee) at 7010 Troy Hill Drive, Elkridge, MD 21075.

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as FS12-23, with H-GAC for the sale of Fire Service Apparatus (All Types) to various End User governmental agencies participating in H-GAC's Cooperative Purchasing Program; and

WHEREAS, Contractor wishes to assign certain of its rights and obligations under the Parent Contract ID 11532 to Assignee and retain the remainder; and

WHEREAS, Assignee wishes to accept the limited assignment of the Contract; and

WHEREAS, H-GAC is willing to consent to the limited assignment provided that the Assignee agrees to comply with all terms of the Contract;

WHEREAS, This Agreement goes into effect on the date signed by all parties to this agreement (the "Effective Date") and ends Nov 30 2027. All products or services under this Agreement must be rendered within this performance period.

NOW THEREFORE, the parties agree as follows:

**Section 1** Contractor hereby assigns to Assignee all its rights and obligations under the Contract with respect to the following:

**Right to sell products/services:** All Awarded Products (See Attachment A)

**Right to sell products/services in the following geographical area:** Delaware, Maryland, Virginia

**Right to administer Purchase Orders:**

**Section 2** Assignee accepts the assignment from the Contractor and assumes the obligation to provide the products and services specified in Section 1 and to otherwise perform all applicable obligations of the Contractor under the Contract on and after the Effective Date. Contractor will continue to be responsible for all actions taken by Contractor and Purchase Orders processed under the Contract prior to the Effective Date.

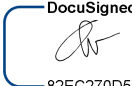
**Section 3** Contractor reserves to itself the exclusive right to provide all the products and services described in the Contract, except those specifically assigned to Assignee pursuant to Section 1 hereof.

**Section 4** H-GAC hereby consents to such limited assignment and assumption.

**Unless otherwise noted, this Agreement goes into effect on the date signed by all parties to this Agreement (the "Effective Date"). All other terms and conditions of the Contract shall remain unchanged and in full force and effect.**

IN WITNESS WHEREOF, the parties have caused this Contract Limited Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.


**H-GAC**

Signature   
Name Chuck Wemple  
Title Executive Director  
Date 8/19/2024

**Rosenbauer South Dakota, LLC (Contractor)**

Signature   
Name Mike Harstad  
Title Cooperative Purchasing Manager  
Date 8/14/2024

**Laake Enterprises, Inc. (Assignee)**

Signature   
Name Pete Laake Jr.  
Title President  
Date 8/14/2024

**Attachment A**  
**Rosenbauer South Dakota, LLC**  
**Fire Apparatus and Related Vehicles**  
**Contract No.: FS12-23**

| Manufacturer  | Product             | Item Description   | Offered List Price | HGACBuy Discount |
|---------------|---------------------|--|--------------------|------------------|
|               |                     | Category B - Aerial Fire Apparatus   |                    |                  |
| ROSENBAUER SD | WARRIOR             | 4-Door Custom Cab-Chassis, Single Rear Axle, FX Formed Aluminum Body, Rear Mount 78' Viper Aerial, 1500 GPM Pump, 300 Gallon Water Tank                              | \$ 1,163,957.00    | 10%              |
| ROSENBAUER SD | COMMANDER           | 4-Door Custom Cab-Chassis, Tandem Rear Axles, FX Formed Aluminum Body, Rear Mount 109' Viper Aerial, 1500 GPM Pump, 300 Gallon Water Tank                            | \$ 1,404,962.00    | 10%              |
| ROSENBAUER SD | COMMANDER           | 4-Door Custom Cab-Chassis, Tandem Rear Axles, FX Formed Aluminum Body, Rear Mount 101' Cobra Platform Aerial, 1500 GPM Pump, 300 Gallon Water Tank                   | \$ 1,535,918.00    | 10%              |
| ROSENBAUER SD | COMMANDER           | 4-Door Custom Cab-Chassis, Tandem Rear Axles, FX Formed Aluminum Body, Mid-Mount 100' Viper Aerial, 1500 GPM Pump, 300 Gallon Water Tank                             | \$ 1,505,736.00    | 10%              |
| ROSENBAUER SD | COMMANDER           | 4-Door Custom Cab-Chassis, Tandem Rear Axles, FX Formed Aluminum Body, Mid-Mount 100' Cobra Platform Aerial, 1500 GPM Pump, 300 Gallon Water Tank                    | \$ 1,584,971.00    | 10%              |
| ROSENBAUER SD | COMMANDER           | 4-Door Custom Cab-Chassis, Tandem Rear Axles, FX Formed Aluminum Body, Rear Mount 101' King Cobra Articulating Platform Aerial, 1500 GPM Pump, 500 Gallon Water Tank | \$ 1,712,750.00    | 10%              |
| ROSENBAUER SD | WARRIOR             | 4-Door Custom Cab-Chassis, Single Rear Axle (TDA), FX Formed Aluminum Body, 100' Tiller Aerial with Aerial Waterway  | \$ 1,411,862.00    | 10%              |
|               |                     | Category C - Pumper Fire Apparatus   |                    |                  |
| ROSENBAUER SD | WARRIOR             | 4-Door Custom Cab-Chassis, FX Formed Aluminum Body, 1500 GPM Midship Pump, 750 Gallon Water Tank   | \$ 659,191.00      | 10%              |
| ROSENBAUER SD | FREIGHTLINER M2 106 | 4-Door Commercial Cab-Chassis, FX Formed Aluminum Body, 1500 GPM Midship Pump, 750 Gallon Water Tank   | \$ 457,300.00      | 10%              |
| ROSENBAUER SD | INTERNATIONAL MV    | 4-Door Commercial Cab-Chassis, FX Formed Aluminum Body, 1500 GPM Midship Pump, 750 Gallon Water Tank   | \$ 450,589.00      | 10%              |
| ROSENBAUER SD | GENERAL             | 4-Door Custom Cab-Chassis, FX R-Series Formed Aluminum Body, 1500 GPM Midship Pump, 1000 Gallon Water Tank   | \$ 878,783.00      | 10%              |
| ROSENBAUER SD | FREIGHTLINER M2 106 | 4-Door Commercial Cab-Chassis, FX R-Series Formed Aluminum Body, 1500 GPM Midship Pump, 1000 Gallon Water Tank   | \$ 662,686.00      | 10%              |
| ROSENBAUER SD | WARRIOR             | 4-Door Custom Cab-Chassis, FX Formed Aluminum Body, 1500 GPM Rear-Mount Pump, 750 Gallon Water Tank  | \$ 686,604.00      | 10%              |
| ROSENBAUER SD | FREIGHTLINER M2 106 | 4-Door Commercial Cab-Chassis, FX Formed Aluminum Body, 1500 GPM Rear-Mount Pump, 750 Gallon Water Tank  | \$ 466,712.00      | 10%              |
| ROSENBAUER SD | INTERNATIONAL MV    | 4-Door Commercial Cab-Chassis, FX Formed Aluminum Body, 1500 GPM Rear-Mount Pump, 750 Gallon Water Tank  | \$ 460,001.00      | 10%              |
|               |                     | Category D - Pumper-Tanker/Tender  |                    |                  |
| ROSENBAUER SD | FREIGHTLINER M2 106 | 2-Door Commercial Cab-Chassis, Single Rear Axle, FX Formed Aluminum Body, Maverick, 1250 GPM Midship PTO Pump, 1800 Gallon Water Tank                                | \$ 448,984.00      | 10%              |
| ROSENBAUER SD | INTERNATIONAL MV    | 2-Door Commercial Cab-Chassis, Single Rear Axle, FX Formed Aluminum Body, Maverick, 1250 GPM Midship PTO Pump, 1800 Gallon Water Tank                                | \$ 447,622.00      | 10%              |
| ROSENBAUER SD | KENWORTH T480       | 2-Door Commercial Cab-Chassis, Single Rear Axle, FX Formed Aluminum Body, Maverick, 1250 GPM Midship PTO Pump, 1800 Gallon Water Tank                                | \$ 466,549.00      | 10%              |
| ROSENBAUER SD | FREIGHTLINER M2 106 | 2-Door Commercial Cab-Chassis, Single Rear Axle, FX Formed Aluminum Body, Wetside, 1500 GPM Midship PTO Pump, 2000 Gallon Water Tank                                 | \$ 445,571.00      | 10%              |
| ROSENBAUER SD | INTERNATIONAL MV    | 2-Door Commercial Cab-Chassis, Single Rear Axle, FX Formed Aluminum Body, Wetside, 1500 GPM Midship PTO Pump, 2000 Gallon Water Tank                                 | \$ 444,209.00      | 10%              |
| ROSENBAUER SD | FREIGHTLINER M2 106 | 2-Door Commercial Cab-Chassis, Single Rear Axle, FX R-Series Formed Aluminum Body, 500 GPM Midship PTO Pump, 2000 Gallon Water Tank                                  | \$ 552,780.00      | 10%              |
| ROSENBAUER SD | FREIGHTLINER M2 112 | 2-Door Commercial Cab-Chassis, Tandem Rear Axles, FX R-Series Formed Aluminum Body, 1250 GPM Midship Pump, 3000 Gallon Water Tank                                    | \$ 676,859.00      | 10%              |
| ROSENBAUER SD | WARRIOR             | 4-Door Custom Cab-Chassis, Tandem Rear Axles, FX Formed Aluminum Body, 1500 GPM Midship Pump, 3000 Gallon Water Tank   | \$ 798,994.00      | 10%              |
| ROSENBAUER SD | FREIGHTLINER M2 112 | 2-Door Commercial Cab-Chassis, Tandem Rear Axles, FX Formed Aluminum Body, 1500 GPM Midship Pump, 3000 Gallon Water Tank   | \$ 510,688.00      | 10%              |
|               |                     | Category F - Special Service Vehicles  |                    |                  |
| ROSENBAUER SD | INTERNATIONAL       | 4-Door Commercial Cab-Chassis, Single Axle, FX Formed Aluminium Body, MINI Rescue  | \$ 250,890.00      | 10%              |
| ROSENBAUER SD | INTERNATIONAL       | 2-Door Commercial Cab-Chassis, Single Axle, FX Formed Aluminium Body, Walk-Around Rescue   | \$ 283,875.00      | 10%              |



## HOUSTON-GALVESTON AREA COUNCIL PROCUREMENT AND CONTRACTS PROGRAM

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires the Houston-Galveston Area Council (H-GAC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors/providers. In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

#### By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Houston-Galveston Area Council or other federal department or agency, may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Houston-Galveston Area Council or other federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ YES ☒ NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Houston-Galveston Area Council, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

Indicate which statement applies to the covered potential contractor:

☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR \_\_\_\_\_

VENDOR ID NO. / FEDERAL EMPLOYER ID NO. \_\_\_\_\_

*Pete Laake Jr.*

Signature of Authorized Representative

8-14-24

Date

Pete W. Laake Jr.

Printed/Typed Name of Authorized Representative

President

Title of Authorized Representative

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a contractor to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such contractor from participation in this transaction. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective contractor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.