

H-GAC

Houston-Galveston Area Council

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

Cooperative Agreement - Limited Assignment - Moore Farm Equipment, Inc. - Public Services - ID:
13220

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, E-One, Inc. (Contractor) at 1601 SW 37th Avenue, Ocala, FL 34474 and Moore Farm Equipment, Inc., (Assignee) at 201 Duncan Hill Rd, Hendersonville, NC 28792.

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as FS12-23, with H-GAC for the sale of 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 11554 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 11/30/27. 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 E-One Fire Apparatus Products

Right to sell products/services in the following geographical area: North Carolina

Right to administer Purchase Orders:

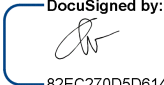
Section 2 Assignee accepts the assignment from the Contractor and assumes the obligation to provide the products and services specified in Section 1 and to otherwise perform all applicable obligations of the Contractor under the Contract on and after the Effective Date. Contractor will continue to be 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 
82EC270D5D61423...
Name Chuck Wemple
Title Executive Director
Date 10/9/2024

E-One, Inc. (Contractor)
Signature 
3662150BC529493...
Name Chris McClung Philip Gerace
Philip Gerace
Title ~~Director of Sales~~ Director of Deal Development
Date 10/9/2024

Moore Farm Equipment, Inc. (Assignee)
Signature 
4C5320D93A77441...
Name Jerry L Moore
Title Dealer Principal
Date 10/9/2024

Attachment A
E-One, Inc.
Fire Apparatus and Related Vehicles
Contract No.: FS12-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Wildland and Brush Vehicle		
E-One	VM8 Mini Pumper	Ford F550 4X4 4-Door Chassis, aluminum VM8 body, 300 Gallon Water, 1250 GPM Pump	\$430,897.00	5%
E-One	Defender Wildland	International HV 4-Door Chassis, stainless steel Defender body, 500 gallon Water, 500 GPM Pump	\$725,134.00	5%
		Category B - Aerial Fire Apparatus		
E-One	HP75 Ladder	E-One 75' Aluminum ladder, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 500 Gallon tank, 1500 GPM Pump	\$1,197,131.00	5%
E-One	HP78 Ladder	E-One 78' Aluminum ladder, 500# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 500 Gallon tank, 1500 GPM Pump	\$1,206,521.00	5%
E-One	Mero 100 Ladder	E-One 100' single axle LTH100 Aluminum ladder, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, No Tank No Pump	\$1,148,409.00	5%
E-One	HR100 SA Quint	E-One 100' HR100 Single Axle Aluminum ladder, 500# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump	\$1,394,838.00	5%
E-One	HR100 Ladder	E-One 100' HR100 Tandem Axle Aluminum ladder, 500# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump	\$1,448,679.00	5%
E-One	CR137 Ladder	E-One 137' CR100 Tandem Axle Aluminum ladder, 500# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump	\$1,519,013.00	5%
E-One	HP95 RM Platform	E-One 93' HP95 Tandem Axle Aluminum Rear Mount Platform, 750# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump	\$1,606,445.00	5%
E-One	HP95 MM Platform	E-One 95' HP95 Tandem Axle Aluminum Rear Mount Platform, 1000# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump	\$1,844,872.00	5%
E-One	HP100 Platform	E-One 100' HP100 Tandem Axle Aluminum Rear Mount Platform, 1000# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump	\$1,745,945.00	5%
		Category C - Pumper Fire Apparatus		
E-One	VM8 M2 Pumper	2-Door, Freightliner M2 106 Chassis, L9 360 HP, VM8 Aluminium Body, 1000 Gallon Tank, 1500 GPM Pump	\$380,377.00	5%
E-One	VM8 FC94 Pumper	Spartan FC94 4-Door Chassis, X12 500 HP, VM8 Aluminum Body, 1000Gallon Tank, 1500 GPM Pump	\$611,853.00	5%
E-One	AFT Metro Star Pumper	Spartan Metro Star 4-Door Chassis, AFT Aluminum Body, 1030 Gallon Tank, 1500 GPM Pump	\$790,881.00	5%
E-One	M2 Pumper	2-Door Freighliner M2 106 Chassis, L9 300 HP, Extruded Aluminum Body, 780 Gallon Tank, 1250 GPM Pump	\$374,723.00	5%
E-One	FC94 Pumper	Spartan FC94 4-Door Chassis, X12 500 HP, Extruded Aluminum Body, 1030 Gallon Tank, 1500 GPM Pump	\$671,060.00	5%
E-One	Typhoon Pumper	E-One Typhoon 4-Door Chassis, X12 455 HP, Extruded Aluminum Body, 780 Gallon Tank, 1250 GPM Pump	\$721,540.00	5%

		Category D - Pumper-Tanker/Tender		
E-One	VM8 M2 2000 Tanker	2-Door Pumper, Freightliner M2 106 Chassis, L9 360 HP, VM8 Aluminium Wet Side Tanker Body, 2000 Gallon Tank, 750 GPM Pump	\$376,929.00	5%
E-One	VM8 M2 3000 Tanker	2-Door Pumper, Freightliner M2 112 Tandem Axle Chassis, L9 360 HP, VM8 Aluminium Wet Side Tanker Body, 3000 Gallon Tank, 750 GPM Pump	\$425,033.00	5%
E-One	VM8 FC94 Tanker	Spartan FC94 4-Door Chassis, X12 500 HP, VM8 Aluminium Wet Side Tanker Body, 2000 Gallon Tank, 1250 GPM Pump	\$636,188.00	5%
E-One	M2 2-Door Tanker	2-Door Freightliner M2 106 Chassis, L9 330 HP Extruded Aluminum Body, 2030 Gallon Tank, 1250 GPM Pump	\$421,219.00	5%
E-One	M2 2000 Wet Side Tanker	2-Door Freightliner M2 106 Chassis, L9 330 HP, Stainless Steel Wet Side Tanker Body, 2000 Gallon Tank, 500 GPM Pump	\$391,384.00	5%
E-One	M2 3000 Wet Side Tanker	2-Door Freightliner M2 106 Tandem Axle Chassis, L9 330 HP, Stainless Steel Wet Side Tanker Body, 3000 Gallon Tank, 500 GPM Pump	\$408,122.00	5%
E-One	FC94 Tanker	Spartan FC94 4-Door Chassis, X12 500 HP, Extruded Aluminum Body, 2030 Gallon Tank, 1250 GPM Pump	\$658,020.00	5%
E-One	Typhoon Tanker	E-One Typhoon 4-Door Chassis, X12 445 HP, Extruded Aluminum Body, 2030 Gallon Tank, 1250 GPM Pump	\$822,570.00	5%
		Category F - Special Service Vehicles		
E-One	VM8 Light Rescue	4-Door Ford F550 Chassis, 12' VM8 Aluminum Non Walk-in Rescue Body	\$255,639.00	5%
E-One	Light Rescue	2-Door Ford F550 Chassis, 12' Extruded Aluminum Body	\$276,450.00	5%
E-One	M2 Non Walk-In Rescue	2-Door Freightliner M2 106 Chassis, L9 300 HP, 16' Extruded Aluminum Non Walk-In Rescue Body	\$316,546.00	5%
E-One	M2 Walk-In Rescue	2-Door Freightliner M2 106 Chassis, L9 300 HP, 16' Extruded Aluminum Walk-In Rescue Body	\$352,166.00	5%
E-One	Typhoon Non Walk-In Rescue	E-One Typhoon 4-Door, X12 445 HP, 16' Extruded Aluminum Non Walk-In Rescue Body	\$678,675.00	5%
E-One	Typhoon Walk-In Rescue	E-One Typhoon 4-Door, X12 445 HP, 16' Extruded Aluminum Walk-In Rescue Body	\$694,091.00	5%
		Category I - Electric/Alternative Fuel Fire Apparatus		
E-One	Vector	E-One EV Electric Typhoon 4-Door Chassis, Extruded Aluminum Body, 500 Gallon Tank, 1250 GPM Pump	\$2,286,774.00	5%



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 Moore Farm Equipment, Inc.

VENDOR ID NO. /FEDERAL EMPLOYER ID NO. 560633778

Jerry L Moore

Signature of Authorized Representative

10/09/2024

Date

Jerry Moore

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.