



4/2/2018

Board Of Commissioners of Hamilton County
207 Northeast First St
Room 106
Jasper, FL 32052

We are pleased to submit our bid for your consideration on the following complete in strict accordance with the attached proposal for the following price:

One (1) 2018 Fouts Bros 3000 Gallon Super Tanker per attached proposal.

Bid Price

\$237,500.00

Three (3) Identical units (built from these specs) \$700,000.00

Said apparatus is to be built, in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, **within 210 Days** from date of signed contract

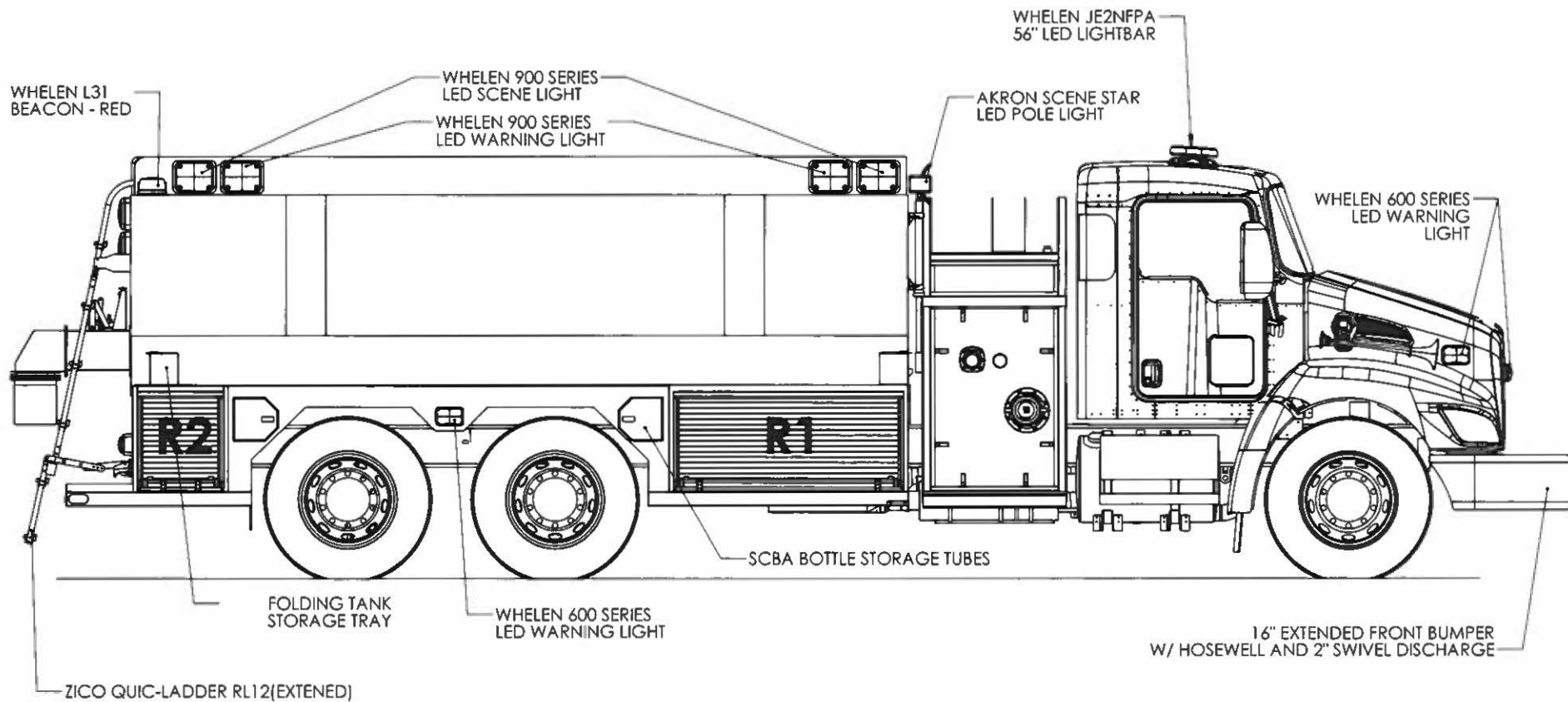
The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provide such alterations do not materially affect the cost of the construction of the apparatus.

This above price is good for **60 days**. The pricing provided is exclusive of all Federal, State and Local taxes and any other fees which may apply unless specifically noted herein.

Respectfully Submitted,

William Ingram, Jr.
Sales Representative





PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FOUTS BROS FIRE EQUIPMENT. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF FOUTS BROS FIRE EQUIPMENT IS PROHIBITED.



ENGINEER
BBH

APPROV:
abc

TITLE: 3000 GALLON PUMPER-TANKER HAMILTON
PASSENGER SIDE

SIZE SCALE
B 1:26

RELEASED DATE: 04-APR-18

DRAWING NUMBER
1999-0315

REV SHEET
A 3 OF 3

REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
A	INITIAL RELEASE	4/4/2018	BBH

CHASSIS	KENWORTH T370
PUMP	DARLEY LSP 750
TANK	UPF 3000 GAL

D

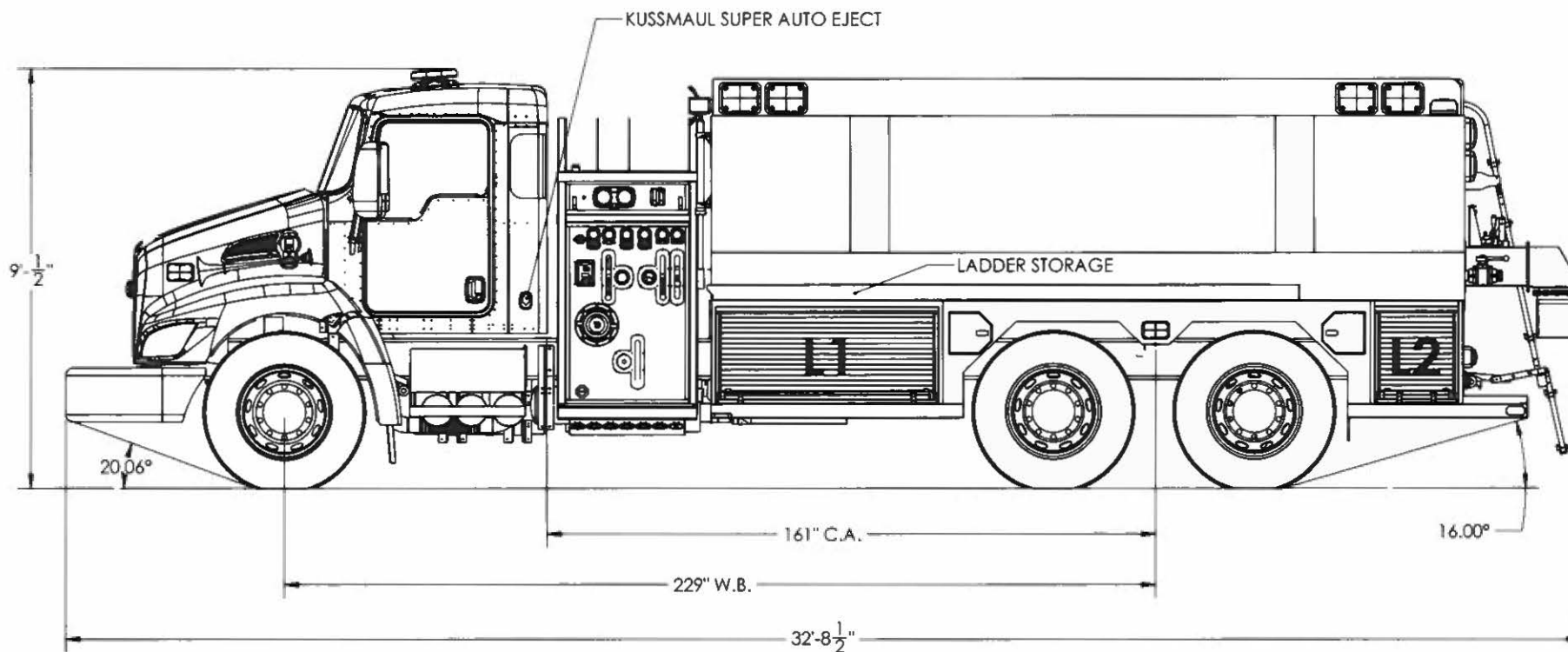
D

C

C

B

B



A

COMPARTMENT	WIDTH	HEIGHT	DEPTH	VOLUME
L1	60 IN	27 IN	26 IN	24.4 CUBIC FT
L2	24 IN	27 IN	26 IN	9.75 CUBIC FT
R1	60 IN	27 IN	26 IN	24.4 CUBIC FT
R2	24 IN	27 IN	26 IN	9.75 CUBIC FT

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FOUTS BROS FIRE EQUIPMENT. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF FOUTS BROS FIRE EQUIPMENT IS PROHIBITED.

FOUTS BROS
ENGINEER
BBH
APPROV:
abc

TITLE: 3000 GALLON PUMPER-TANKER HAMILTON
DRIVER SIDE

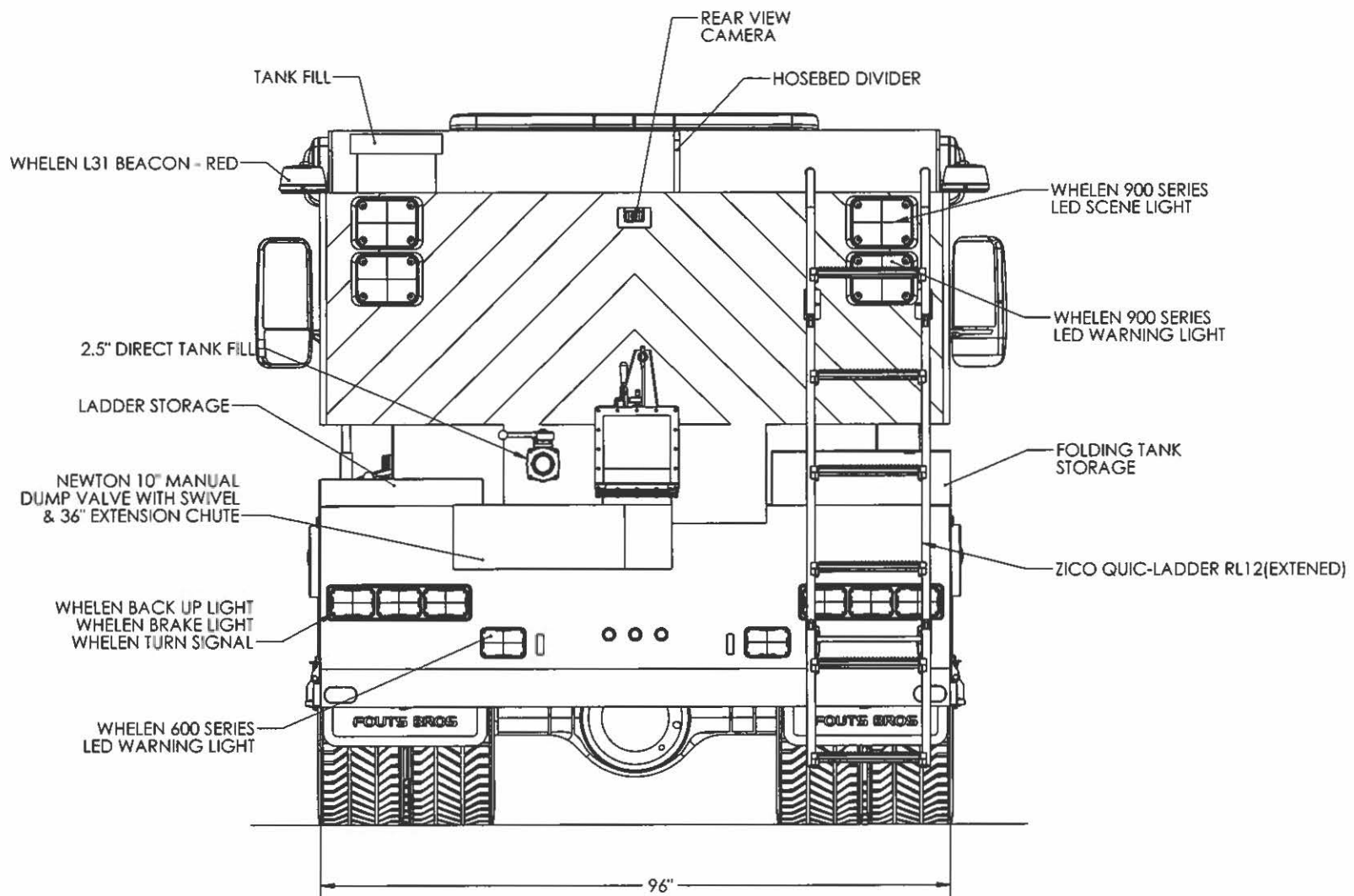
SIZE SCALE
B 1:28

RELEASED DATE: 04-APR-18 1999-0315

DRAWING NUMBER

REV SHEET

A 1 OF 3



PROPRIETARY AND CONFIDENTIAL
 THE INFORMATION CONTAINED IN THIS
 DRAWING IS THE SOLE PROPERTY OF
 FOUTS BROS FIRE EQUIPMENT. ANY
 REPRODUCTION IN PART OR AS A WHOLE
 WITHOUT THE WRITTEN PERMISSION OF
 FOUTS BROS FIRE EQUIPMENT IS
 PROHIBITED



FOUTS BROS

ENGINEER APROV:

BBH abc

TITLE: 3000 GALLON PUMPER-TANKER HAMILTON
 REAR

SIZE SCALE
B 1:16

RELEASED DATE: 04-APR-18

DRAWING NUMBER
1999-0315

REV SHEET
A 2 OF 3



CONTRACT SALES AGREEMENT
(Standard Agreement)

PARTIES. The parties to this Contract Sales Agreement are Fouts Bros. Inc. of Smyrna, Georgia ("Seller"), and:

Hamilton County Board Of Commissioners

207 Northeast First St Jasper, FL 32052

("Purchaser").

PRODUCT DESCRIPTION:

Three (3)3000 Gallon Super Tankers

(Enter a brief product description and quantity of the items purchased on this contract)

PURCHASE. Purchaser does hereby agree to purchase and accept delivery of the apparatus described in the Fouts Bros. Inc, Proposal attached hereto, which is made a part hereof by this reference, upon the following terms and conditions:

1. **ACCEPTANCE.** This Contract Sales Agreement shall become a contract and a binding obligation only when accepted by the Seller as provided in paragraph 9 hereof.

2. **COMPLETION.** The Fouts Bros. Inc. supplied apparatus and equipment, excluding dealership supplied equipment, covered by this contract will be completed in Smyrna, Georgia by no later than 210 days or as soon thereafter as is consistent with good workmanship and subject to any and all delays resulting from causes beyond the control of Seller, and contingencies set out in paragraph 11 hereof. It is understood by both the Seller and the Purchaser that *Change Orders* executed after contract acceptance will delay delivery.

3. **SPECIFICATIONS.** The attached Fouts Bros. Inc. Proposal # 27325-0001 dated 4/2/2018 shall control the construction of the apparatus and be binding upon both Seller and Purchaser, notwithstanding any other specifications or proposals whether written or oral heretofore supplied, considered or discussed. If there is any conflict between Purchaser's specifications and the attached Proposal, the attached Proposal and specifications will control and prevail.

4. **WARRANTY.** The attached warranty or warranties shall apply to this agreement:

as specified in the attached proposal

(Copies May Be Attached)

5. **PERFORMANCE BOND.** The following bonding provisions are applicable:



Performance Bond NOT Required.



Performance Bond required - Performance Bond (Surety Bond) will cover standard one year warranty period.

EXCEPT AS SPECIFICALLY PROVIDED ABOVE, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT ARISE BY OPERATION OF LAW, COURSE OF TRADE, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

7. PRICE. Purchaser agrees to pay for the apparatus described herein the total sum of:

Seven Hundred Thousand US Dollars and Zero Cents

(Enter written dollar amount)

Dollars (\$ 700,000.00)

State and local sales taxes, if any, are not included in the purchase price. It is understood by both the purchaser and the seller that *Change Orders* executed after contract acceptance may increase or decrease the price. The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Agreement (hereinafter "Standards") such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, and the Environmental Protection Agency. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the apparatus(es) described above to be manufactured and/or delivered in compliance with such Standard(s)

8. PAYMENT. The purchase price shall be paid in the following manner:

The Apparatus shall be paid for in full upon final inspection and acceptance by the purchaser.

All checks must be made payable to FOUTS BROS. INC., only and delivered to Seller at its offices in Smyrna, Georgia. Under no circumstances shall payment be made to a dealer or anyone else as Seller's agent. FOUTS BROS. INC. is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

9. SELLER'S REPRESENTATIONS. All representations made and/or actions taken by a dealer or agent either before or after execution of this Agreement are not binding on the Seller. This Agreement in order to be effective and binding upon Seller must be signed and accepted by an authorized officer of Seller. The effective date of this Agreement will be the date it is signed and accepted by the Seller.

10. PURCHASER'S REPRESENTATIONS. Purchaser is Hamilton County BOCC

(Fire Department, Fire District, Municipality, Borough, Etc.)

and has the power and authority to enter into this Agreement and perform its obligations hereunder; this Agreement has been duly authorized, executed and delivered by Purchaser and is the valid, enforceable and binding obligation of Purchaser; and Purchaser represents that there are no warranties, agreements or understandings, written or oral, which in any manner alter, abridge or conflict with the terms of this Agreement. Purchaser represents that the individuals listed below have authority to sign all documents including but not limited to, all change orders on behalf of Purchaser.

Hamilton County BOCC

207 Northeast First St

Jasper, FL 32052

Purchaser warrants the accuracy of the information in this Agreement (including, but not necessarily limited to, Purchaser's name, Purchaser's location, Purchaser's assumed names, Purchaser's places of business, and the location at which apparatus will be stationed).

11. DELAY ON PERFORMANCE. Seller's Performance under this Agreement is subject to delays resulting from strike, insurrection, war, accidents, fires, floods, commandeering of plant or other demands of governmental authority, delays in transportation, or materials, delays in receipt of information when clarifications are requested, and all other causes beyond the control of Seller.

12. TESTING. In the event Purchaser wishes to test the apparatus, such test shall be made within ten (10) days after inspection of the apparatus at manufacturing facility. A written report of any and all tests shall be promptly forwarded to Seller. If Purchaser fails to test within this time limit and/or fails to forward test results to Seller, the apparatus shall be considered as fully complying with contract specifications as described in paragraph 3.

13. TITLE. All apparatus shall remain the property of Seller until the purchase price is paid in full. In the event of default in payment, Seller may take full possession of all apparatus sold hereunder and any payments that have been made shall be forfeited and/or considered as rental for the use of the apparatus up to date of taking possession. Seller will furnish Purchaser a clear title or MSO 10 days or before, after delivery.

14. DELIVERY. The following delivery provisions are applicable:

☐

Delivery of the unit IS NOT included.

☒

Delivery of the unit IS included.

15. MISCELLANEOUS. The following miscellaneous provisions shall apply to this Sales Agreement:

15.1 Entire Agreement. This Contract Sales Agreement, the proposal, and all related documents, including, but not necessarily limited to bid awards, specifications, purchase orders, change orders, acknowledgments, and invoices attached hereto sets forth the entire agreement between the parties and there are no promises, agreements, conditions or understandings, either oral or written between them that are other than as herein set forth. Except as herein otherwise provided, no subject alteration, amendment, change or addition to this Agreement shall be binding upon either Seller or Purchaser unless reduced to writing and signed by them. "This Agreement" shall mean this Contract Sales Agreement and all related documents.

15.2 Governing Law And Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia and as if jointly drafted by the parties. Venue for all litigation between the parties shall be Cobb County, Georgia. This provision shall survive termination of this Agreement.

15.3 Severability. If any term, covenant or condition of this Agreement, or any application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or application of such term, covenant or condition to persons or circumstances other than those as to which it is held as invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15.4 Benefit. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Except with the written consent of the other party hereto, no person shall take any action which will allow any right hereunder to be assigned or held by any other person.

IN WITNESS WHEREOF, this Contract Sales Agreement has been duly executed by the parties hereto on the date set forth opposite their name.

To be completed by Fouts Bros. Salesman

Mailing Address of Purchaser: Hamilton County BOCC
207 Northeast First St
Jasper, FL 32052

Fire Chief or Primary Contact:

Printed Name: Henry Land Title: Director

Business Telephone Number: (386) 855-1788

Business Email Address: HamCo Fire <hamcofire@hotmail.com>

To be completed by Purchasing Entity

Signature: Beth Burnam Title: Chairman
Printed Name: Beth Burnam Date: 6/20/18

Signature: _____ Title: _____
Printed Name: _____ Date: _____

Attests: [Signature] Date: _____

To be completed by Fouts Bros. Inc.

Signature: William Ingram Date of Acceptance: 6/20/18
Fouts Bros. Inc.
William Ingram

Attests: _____ Date: _____

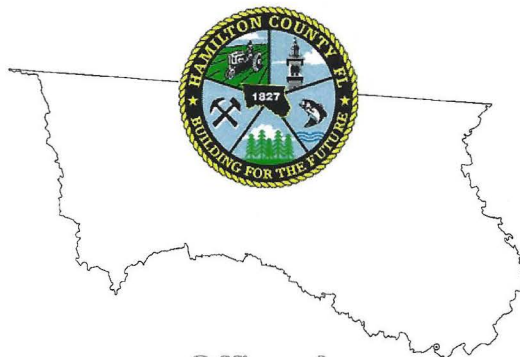
BETH BURNAM
District 1 – Jennings

JOSH SMITH
District 2 – Jasper

ROBERT E. BROWN
District 3 – Jasper

RANDY OGBURN
District 4 – White Springs

WILLIAM MITCHELL
District 5 – Jasper



GREG GODWIN
Clerk of Courts
CLIFFORD L ADAMS
County Attorney

207 Northeast First Street
Room 106
Jasper, Florida 32052
(386) 792-1288
FAX (386) 792-3524

Office of
Board of County Commissioners

November 1, 2018

Fouts Bros.
2158 Atlanta Road
Smyrna, GA 30080

Mr. Junior Ingram

Re: Tender truck bid award

During the May 1, 2018 regular session, the Hamilton Board of County Commissioners considered the following bids for three (3) fire tender trucks;

Fouts Bros. -	\$700,000.00
Rosenbauer -	\$779,508.00

Based the submitted bids The BoCC voted unanimously to award Fouts Bros. as the successful bidder.

Regards,

A blue ink signature of Louie Goodin, written in a cursive style.

Louie Goodin
County Coordinator
1153 US Hwy 41 NW, Suite 2
Jasper, Florida
(386)792-6639
Fax (386)792-6808