

**MASTER AGREEMENT # 082025****CATEGORY: Firefighting Apparatus and Fire Service Vehicles****SUPPLIER: Fouts Bros, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Fouts Bros, Inc., 138 Roberson Mill Road NE, Milledgeville, GA 31061-4901 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 8, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #082025), Category 1: Structural Apparatus and Comprehensive Solutions, to Participating Entities. In Scope solutions include:
 - a. **Category 1: Structural Apparatus and Comprehensive Solutions**, including, but not limited to:
 - i. Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints;
 - ii. Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in i. above;
 - iii. Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in i. – ii. above; and,
 - iv. **Category 1** responders **MAY** include **complementary** Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

- v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance

with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by

Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) Data Practices. Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.

a) During the term of this Agreement:

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and

promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
 - a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Fouts Bros, Inc.

Signed by:

 By: Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 12/12/2025 | 4:14 PM CST

Signed by:

 By: Michael Lapus
 Title: Managing Application Engineer
 Date: 12/12/2025 | 3:47 PM CST

RFP 082025 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name: Fouts Bros Inc.

Does your company conduct business under any other name? If yes, please state: Yes, Fouts Fire, Fouts Defense, Smyrna Truck, Fouts Commercial Vehicles, Big Deal Parts, Commerical Vehicles

Address: 138 Roberson Mill, Rd
Milledgeville, GA 31061

Contact: Michael Lapus

Email: mlapus@foutsbrosinc.com

Phone: 616-450-7206

HST#: 58-1796263

Submission Details

Created On: Tuesday August 19, 2025 16:23:16

Submitted On: Wednesday August 20, 2025 16:27:55

Submitted By: Michael Lapus

Email: mlapus@foutsbrosinc.com

Transaction #: 04fb72d8-53ca-4d1a-80cd-587a05916e6d

Submitter's IP Address: 147.243.208.241

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Fouts Bros, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	n/a
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE -6K2F7, UEI-KXEZUW7UMGM4
5	Provide your NAICS code applicable to Solutions proposed.	336120
6	Proposer Physical Address:	138 Roberson Mill RD NE Milledgeville, Georgia 31061-4901 United States
7	Proposer website address (or addresses):	www.foutsfire.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Michael Lapus Managing Application Engineer Mlapus@foutsbrosinc.com 478-804-2124
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Lapus Managing Application Engineer Mlapus@foutsbrosinc.com 478-804-2124
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	John Slawson Executive VP Sales & Business Development jslawson@foutsbrosinc.com Mobile: 478.776.9205 Office: 770-433-0112

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Fouts Fire is a proud third-generation, family-owned American manufacturer, incorporated in 1952, rooted in tradition and fueled by innovation. Owned and led by Scott and Heather Edens, our company has grown into one of the fastest-growing fire apparatus manufacturers in North America, with a relentless focus on quality, service, and dealer success.</p> <p>Since 2021, Fouts Fire has achieved an astounding 82.57% compound annual growth rate (CAGR) in sales—testament to our operational excellence and customer-driven philosophy. Today, we proudly serve a wide and growing network of 17 authorized dealers across North America, Puerto Rico, and the U.S. Virgin Islands, supported by 35 service centers providing parts, service, and warranty support.</p> <p>Our corporate headquarters sits on 92 acres in Georgia, anchored by a 700,000-square-foot state-of-the-art manufacturing facility. From this flagship location, we build mission-critical fire apparatus that serve communities, municipalities, and military installations nationwide.</p> <p>We are proud to have been recently awarded the prestigious Defense Logistics Agency (DLA) contract, reinforcing our reputation as a trusted supplier to the U.S. government. Our leadership team includes three respected former FAMA (Fire Apparatus Manufacturers' Association) Presidents and board members—Scott Edens and Gary Pacilio and John Slawson—who bring unmatched industry insight and advocacy.</p> <p>Fouts Fire is a modern manufacturer embracing next-generation tools:</p> <ul style="list-style-type: none"> • We utilize Salesforce Sales and Service Cloud to manage customer and service operations at scale. • Our best-in-class digital marketing and AI-driven lead generation, powered by HubSpot and marketing automation, has delivered over 5,000 qualified leads in just the past 24 months. • All marketing, content, and media production are created entirely in-house, ensuring authenticity, speed, and alignment with our brand and mission. <p>Fouts Fire is more than a fire truck builder—we're a national network, a digital innovator, and a strategic partner helping dealers and departments serve their communities better, faster, and smarter.</p> <p>Our company operates with a clear mission: to deliver dependable, life-saving solutions to first responders at an affordable cost. Our core values—integrity, craftsmanship, efficiency, and reliability—are reflected in every vehicle we build and every relationship we maintain. We are committed to doing the right thing for our customers, our workforce, and the communities we serve.</p> <p>Fouts Bros Inc. stands apart from competitors by delivering best-in-class fire apparatus with unmatched efficiency and affordability. Our focus on standardization, speed, and integrity has made us a preferred supplier for departments across the country—and we are proud to bring this same value to Sourcewell members.</p>
12	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of a Sourcewell contract award, Fouts Bros Inc. intends to actively and enthusiastically integrate the cooperative agreement into our national sales, marketing, and production operations. Our expectations include expanding access to our standardized, NFPA-compliant fire apparatus for Sourcewell members across the United States and Canada, while delivering the same high level of quality, customer service, and speed that we are known for.</p> <p>We will dedicate internal resources to ensure that Sourcewell members can easily navigate the ordering process, receive accurate and prompt quotes, and benefit from streamlined procurement that aligns with their local purchasing requirements. We will promote the contract through our national dealer network, company website, social media platforms, and at relevant trade shows and events. In addition, our customer service and sales teams will receive training on the Sourcewell agreement to ensure seamless support for participating agencies.</p> <p>Fouts Bros views a Sourcewell award as a valued partnership and an opportunity to serve more public safety agencies with our mission-driven approach to value, efficiency, and performance. We anticipate this agreement will significantly enhance procurement access for departments that need cost-effective fire apparatus delivered quickly, and we are fully committed to supporting its success.</p>

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Confidential-See Attachment Table2A_#13Response.pdf
14	What is your US market share for the Solutions that you are proposing?	<p>Fouts Bros Inc. is a rapidly growing manufacturer in the U.S. fire apparatus market, offering standardized, NFPA-compliant solutions including pumpers, tankers, brush/wildland trucks, mini-pumpers, and rescue units. While the overall fire apparatus industry is highly fragmented and dominated by a handful of legacy manufacturers, Fouts Bros is quickly establishing itself as a top-tier provider, particularly for municipal and combination departments seeking faster delivery and lower cost.</p> <p>We currently deliver hundreds of fire trucks per year to departments across all 48 continental U.S. states, and we estimate that our national market share for pumpers and tankers is approximately 5–8% and growing. Our unique business model—centered on building a limited number of high-quality, standard platform vehicles—enables us to serve more departments with shorter lead times than most competitors.</p> <p>In particular:</p> <p>We are one of the few manufacturers in the U.S. consistently delivering vehicles within 4–6 months, compared to industry averages of 12–18 months.</p> <p>Our customer base includes both large metro fire departments and small rural volunteer agencies.</p> <p>We hold cooperative and direct contracts with local, state, and federal government entities, including the Defense Logistics Agency (DLA).</p> <p>As market consolidation and rising custom build times push buyers to explore faster alternatives, Fouts Bros is increasingly becoming the manufacturer of choice for departments prioritizing reliability, speed, and affordability. Our presence is most notable in the Southeast, Midwest, and Mid-Atlantic regions, where we have ongoing, repeat customers and a growing referral base.</p> <p>We expect continued market share growth in 2025 and beyond, particularly through the expanded reach and streamlined procurement process Source</p>
15	What is your Canadian market share for the Solutions that you are proposing?	<p>At present, Fouts Bros Inc. has a limited but emerging presence in the Canadian fire apparatus market. Our primary market has historically been the United States, where we have built a strong reputation and significant market share in pumpers, tankers, brush trucks, and other NFPA-compliant apparatus. However, as our production capacity has expanded and demand for reliable, cost-effective fire apparatus has increased internationally, we have begun evaluating opportunities to enter and grow in the Canadian market.</p> <p>While we do not currently claim measurable market share in Canada, we are well-positioned to support Canadian fire departments and public safety agencies through the Sourcewell contract. Our standard vehicle platforms can be adapted to meet CAN/ULC-S515 and other Canadian specifications. We also have the supply chain flexibility and engineering capabilities necessary to address regional requirements, including bilingual labeling, metric instrumentation, and climate-adapted components for extreme cold.</p> <p>We are currently exploring partnerships with Canadian distributors and have the logistical capabilities to deliver throughout all provinces. Our entry into the Canadian market will focus on the same strengths that have fueled our U.S. growth: rapid delivery timelines, standardized pricing, NFPA compliance, and dependable build quality.</p> <p>Through Sourcewell's cross-border procurement framework, we anticipate measurable Canadian sales growth over the next three years and look forward to establishing our brand as a trusted solution in the Canadian emergency vehicle market.</p>
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Fouts Bros Inc. affirms that it has never been subject to bankruptcy proceedings and, consequently, has no pertinent information to disclose in this regard.

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Fouts Bros Inc. is best described as a manufacturer. We design, engineer, and assemble a standardized line of fire apparatus including pumpers, tankers, brush trucks, mini-pumpers, and rescue vehicles at our primary 700,000-square-foot production facility in Milledgeville, Georgia, and a secondary production site in La Grange, Texas. All fire apparatus are built to meet NFPA standards and are assembled in-house using industry-leading components from trusted suppliers.</p> <p>Our sales and service delivery model combines direct support from Fouts Bros employees with a national network of authorized dealers.</p> <ul style="list-style-type: none"> • Direct Sales and Support: Many of our customers especially municipal and state-level agencies work directly with our internal sales team based in Georgia. These individuals are full-time employees of Fouts Bros Inc., not third-party representatives. They provide full lifecycle support, including quoting, specification development, contract administration, and customer service. • Dealer Network: In addition to our in-house team, Fouts Bros maintains an extensive network of independent, factory-authorized dealers across the United States. These dealers are not owned by Fouts Bros, but they receive training and direct support from our internal team. They represent our standardized product lines and assist with local procurement, demonstrations, delivery coordination, and post-sale service. • Service and Warranty: Service and warranty claims are managed directly by Fouts Bros' warranty and technical support team. Depending on the customer's location, service work may be performed by Fouts employees, authorized service centers, or dealer-affiliated technicians. All warranty-related labor and parts are covered and coordinated by Fouts Bros to ensure consistency, quality, and accountability. <p>This hybrid model allows us to ensure quality control and brand integrity, while also offering the local accessibility and responsiveness that public safety customers expect.</p>
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18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Fouts Bros Inc. maintains all licenses and certifications necessary to manufacture and deliver NFPA-compliant fire apparatus to public sector customers across North America. As a vehicle manufacturer, we are subject to federal, state, and industry-specific compliance standards, all of which we meet or exceed.</p> <p>Licenses and Certifications Held by Fouts Bros Inc.:</p> <p>NFPA Compliance: All apparatus are built to meet applicable National Fire Protection Association standards, including NFPA 1901 (Standard for Automotive Fire Apparatus) and NFPA 1906 (Standard for Wildland Fire Apparatus). Certification is included with every completed unit.</p> <p>DOT Compliance: Our apparatus comply with all U.S. Department of Transportation (DOT) regulations regarding commercial vehicle construction and roadworthiness.</p> <p>EPA Emissions Compliance: All powertrains used in our apparatus meet current Environmental Protection Agency (EPA) emissions standards.</p> <p>Manufacturer Licensure: Fouts Bros is a registered motor vehicle manufacturer and holds a Federal Manufacturer's ID (MID), allowing us to issue valid VINs and Certificates of Origin for every chassis and body configuration we produce.</p> <p>Insurance Certification: We maintain product liability insurance exceeding \$10 million, which is a common threshold for fire apparatus procurement by state and local governments.</p> <p>SAM Registration: We hold an active federal SAM.gov registration (UEI: KXEZUW7UMGM4, CAGE Code: 6K2F7), confirming our eligibility to contract with U.S. government entities at the federal, state, and local levels 05_SAM Registration 2.</p> <p>Third-Party and Subcontractor Certifications:</p> <p>All subcontractors and vendors used in chassis supply, electrical systems, pumps, tanks, lighting, and mounting equipment must meet applicable ISO certifications, NFPA component standards, and FMVSS (Federal Motor Vehicle Safety Standards) requirements.</p> <p>We source chassis exclusively from major OEMs such as Freightliner and Ford, who are fully licensed, DOT-certified manufacturers.</p> <p>Subcontracted paint, striping, and body finishing providers are required to meet OSHA and EPA regulations for material safety and disposal.</p> <p>Canada-Ready Compliance (if applicable):</p> <p>For potential expansion under the Sourcewell contract to Canadian customers, Fouts Bros can modify apparatus to comply with CAN/ULC-S515, Canada's standard for fire and emergency vehicles.</p> <p>Fouts Bros Inc. is fully licensed, insured, and compliant with all applicable regulations, and we hold our subcontractors and vendors to the same rigorous standards. These certifications ensure that Sourcewell and its members receive apparatus that are safe, certified, insurable, and serviceable across North America.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Not applicable.</p>
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>No 1 – Kenworth Fire Apparatus Builder Ford – Top 10 Ford pool Volume GA Co State University-Internship Partner Award KUSSMUAL – Top10 OEM Baldwin County Economic Development Achievement Recognition ISO 9001 Certified pending the annual audit in November 2025.</p>
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>2022 = 1M = 32% 2023 1,883,000.00 = 32% 2024= 202,138,000.00 = 48% 2025 = YTD 49%</p>
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>The education sector has been de minimis in the past three years.</p>

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	At Fouts Fire, we believe collaboration is the fuel that drives innovation and growth. Through strategic partnerships with industry leaders, suppliers, and communities, we combine strengths, share expertise, and create solutions that deliver lasting value. Our consortium approach ensures that every partner's voice is heard, every resource is maximized, and every project moves forward with a shared vision of success. Georgia State Contract through Hardy Ford, Peach State and MHC)-\$12M NPPGov \$10Million
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Fouts Bros Inc. currently does not hold an active GSA Multiple Award Schedule (MAS) contract; however, our GSA MAS application is under formal review and pending award. We expect to receive an award in the near term, and once active, we anticipate this contract will significantly expand our reach to federal buyers, especially those in need of fast-turnaround fire apparatus solutions.</p> <p>In addition to our pending GSA MAS award, Fouts Bros Inc. has recently been awarded a contract under the Defense Logistics Agency (DLA) Heavy Equipment Procurement Program (Solicitation SPE8EC-21-R-0005). While this contract was awarded recently and there have been no recorded sales to date, we are actively engaged with prospective federal buyers and expect to begin fulfilling orders in the current fiscal year. Based on early interest, we estimate annual sales volume through the DLA contract to exceed \$1.5–2 million once established.</p> <p>We are committed to expanding our federal and cooperative purchasing footprint and view our participation in Sourcewell as complementary to our growth through federal channels like GSA and DLA.</p>

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Chicota	Shane McDowra	903-517-7150
Berkley Fire Department	Colbey Fournier	774-504-1503
Faught Fire Department	Tyler Browning	903-491-9019

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Sales Force</p> <p>Fouts Bros Inc.'s core sales team comprises full-time, company-employed account managers and regional sales representatives based at our headquarters in Milledgeville, GA and our La Grange, TX facility. They handle direct sales, quoting, specification support, contract guidance, and customer onboarding. Recently, Fouts added a public procurement and cooperative purchasing specialist with Sourcewell experience.</p> <p>Between the core sales team and the dealer network, Fouts Bros maintains a centralized sales operations and enablement group that keeps projects moving. This team manages bid support and contract compliance (Sourcewell, H-GAC, and state co-ops), provides specification engineering and pricing control, and handles the handoff from order entry to production. They maintain the online quoting portal with live lead times and in-stock/in-production visibility, supply standardized submittals and documentation, and run recurring product and compliance training for authorized sellers. Dedicated coordinators oversee delivery scheduling, warranty onboarding, and closeout packages so agencies get clean, compliant files and a single point of contact from quote through delivery.</p>

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Authorized Sellers Network (Dealers/Distributors) Fouts Bros operates with one of the largest factory-authorized dealer networks in the U.S., covering all 48 continental states and select territories like Puerto Rico and the U.S. Virgin Islands. Popular dealers include Bulldog Fire & Emergency Apparatus (serving New York, New England, Louisiana, Mississippi) which provide sales, service, parts, and are fully trained in our product line.</p> <p>Authorized sellers represent our full product portfolio, process orders, support local procurement compliance, and coordinate delivery and local service. They operate independently and are trained and backed by Fouts Bros.</p> <p>We also offer factory-direct sales in certain regions (AR, GA, KS, KY, MO, NC, NE, OK, U.S. Virgin Islands,) where customers can view and order from in-stock or in-production units instantly via our online quoting portal.</p>	*
28	Service force.	<p>Service Force Fouts Bros maintains an internal warranty & technical support team headquartered at our Milledgeville, GA facility. They coordinate all service and warranty work, whether performed by our internal technicians or by authorized service partners. Depending on location, service may be rendered by dealer-affiliated technicians or third-party service centers endorsed by Fouts. All service personnel whether internal or dealer-based are held to our quality and response standards.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Ordering Process:</p> <p>Direct Orders (Factory-Direct Regions):</p> <p>Customers select a unit through the online portal or via a dealer referral, after which a Fouts sales representative prepares the quote, confirms specifications, and issues the purchase order. Once the PO is received, we confirm the production schedule and communicate key milestones. Before shipment, the apparatus completes a formal pre-delivery inspection in our large inspection area in Milledgeville, GA, followed by a customer or dealer walk-through for vehicle acceptance, specification verification, and punch-list sign-off. Upon acceptance, we finalize delivery coordination, complete registration/title and warranty onboarding, and schedule delivery to the agency.</p> <p>Dealer-Assisted Orders:</p> <p>The customer engages a local Fouts Fire dealer, who facilitates specification development, custom upfits, quoting, and procurement requirements. The dealer then submits the order to Fouts, after which Fouts delivers the apparatus to the department or staging area. The dealer handles final delivery, lettering, in-service training, and ongoing local support.</p> <p>Fouts oversees pricing, engineering sign-off, and manufacturing; dealers manage the front-end customer relationship, delivery logistics, and continued local support.</p>	*

30	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Customer Service Program & Response-Time Commitments:</p> <p>Fouts Bros delivers robust customer service with the following commitments:</p> <p>Initial response:</p> <p>Dealer or Fouts internal teams respond within one business day to inquiries — via portal, email, or phone.</p> <p>Warranty resolution:</p> <p>After initial contact, technical issues are assessed within 2 business days; parts or scheduling are provided within 5 business days in most cases.</p> <p>Support escalations:</p> <p>More complex cases are escalated directly to Fouts factory engineers or warranty team within 24 hours for resolution.</p> <p>Incentives include:</p> <p>Dealer performance metrics:</p> <p>Authorized dealers are evaluated based on response times, customer satisfaction scores, and repeat orders.</p> <p>Stock unit fast delivery:</p> <p>Agents prioritizing delivery of in-stock units may offer quicker in-service turnaround, reducing downtime for departments.</p> <p>Pre-construction planning:</p> <p>Dealers coordinate pre-con meetings with factory engineers to ensure alignment before production begins.</p> <p>Fouts Bros tracks customer feedback post-delivery and offers continuous improvement through dealer training, annual workshops, and access to technical bulletins.</p>
31	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p>	<p>Fouts Bros is fully prepared to support Sourcewell participating entities nationwide. Our dealer network covers every U.S. state (including Hawaii, Alaska, territories like Puerto Rico and the Virgin Islands via factory-direct regions). We can honor Sourcewell terms, award pricing, and delivery timelines with minimal adjustment to our existing sales and fulfillment structure.</p>
32	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p>	<p>Ability and Willingness to Serve Sourcewell Canadian Entities:</p> <p>While dealer coverage in Canada is still developing, Fouts Bros offers mechanisms to support Canadian entities—either through direct sales or partnerships with Canadian distributors listed via our dealer locator, which includes Canada. We are proactively adapting our platforms (e.g., metric instrumentation, CAN/ULC S515 compliance) and are fully willing to service Canadian Sourcewell members under equivalent terms.</p> <p>Dependable Emergency Vehicles (DEV), headquartered in Brampton, Ontario, is the first officially licensed Fouts Fire dealer in Canada. With roots dating back to 1975 and decades of experience, DEV operates out of a 40,000 sq ft facility housing multiple vehicle bays, an in-house repair shop, indoor pump testing, and advanced sandblasting and paint operations—basically everything you'd need for serious apparatus work. They're not limited to Ontario; they're one of Canada's most capable fire truck dealers, offering service coast-to-coast via multiple locations and fully licensed, EVT-certified technicians.</p>
33	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.</p>	<p>Geographic Limitations:</p> <p>Fouts Bros does not restrict service in any U.S. or Canadian region. We provide full coverage across all states and territories through our dealer network or factory-direct model, including Hawaii, Alaska, Puerto Rico, the U.S. Virgin Islands, and all Canadian provinces.</p>
34	<p>Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.</p>	<p>Fouts will not exclude categories of Sourcewell Participating Entities. All eligible public agencies, including local government fire departments, municipal utilities, public safety organizations, and Canadian entities, will have full access to contract pricing, product information, and delivery options.</p>

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For orders in Hawaii, Alaska, or U.S. territories, Fouts Bros adjusts logistics to account for transport realities such as marine shipping, extended transit times, or specialized preparation like climate testing. These adaptations are coordinated in advance with our sales or dealer teams to ensure delivery remains predictable and compliant. Any incremental costs are disclosed transparently in the customer quote and remain fully aligned with Sourcewell procurement standards. We maintain an authorized dealership in Puerto Rico through Sweep and Vac, and we have proven experience delivering trucks to Alaska as well as to island regions such as the U.S. Virgin Islands.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Fouts Bros will extend awarded master agreement pricing and terms to nonprofit entities in accordance with and as permitted under Sourcewell rules. Our goal is to support public serving organizations, including government, education, nonprofit, and cooperative agencies, while maintaining full compliance with contract eligibility and procurement requirements.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Fouts Bros Inc. is committed to maximizing the visibility, accessibility, and success of our Sourcewell-awarded contract through a comprehensive and integrated marketing and sales strategy. Recognizing the value Sourcewell brings to participating agencies, particularly in streamlining procurement, reducing administrative burden, and ensuring fair, competitive pricing, we have developed a coordinated approach that involves internal alignment, dealer engagement, digital outreach, and active presence at industry events. Internally, all Fouts Bros regional sales managers and customer support staff are trained on the terms and benefits of the Sourcewell contract, enabling them to assist eligible buyers with accurate pricing, documentation, and procurement guidance.</p> <p>Our national network of 17 authorized dealers, many of whom already serve government customers, will be equipped with Sourcewell-branded marketing materials such as brochures, FAQs, and talking points to promote the contract as a streamlined procurement solution. These materials will emphasize the benefits of bypassing traditional RFP processes by using pre-competeted, compliant pricing to quickly acquire Fouts fire apparatus. The dealer and direct sales team includes 122 outside sales professionals, a Dealer Development Sales Support representative, a Federal/Defense-focused Sales Director, two Inside Sales Coordinators based in Georgia, and a Sales Director. Each team member is thoroughly trained in Sourcewell procedures, apparatus configuration, service protocols, and warranty coverage.</p> <p>Fouts Bros' dealer network provides in-market coverage across all 50 U.S. states, U.S. territories including Puerto Rico, and Canada, ensuring 100% geographic reach across North America. Our organization relies heavily on this network for customer engagement and growth, and as such, we prioritize equipping dealers to effectively communicate the value of cooperative purchasing. We have a proven track record of empowering our dealers with resources that enhance customer education, streamline procurement, and strengthen long-term relationships.</p> <p>Our "Go to Market" strategy includes dealers such as Fire Truck Solutions (Arizona), 411 Emergency Equipment (New Mexico), Bulldog Fire (Northeast), and many others strategically located across North America. Each dealer holds a protected sales territory and has responsibilities for parts and service, along with commitments to 24-hour customer service support, ongoing product training, technical assistance, inventory stocking, and annual sales and service reviews.</p> <p>Fouts Bros will also promote the Sourcewell contract prominently online through a dedicated landing page on our website, www.foutsfire.com. This page will outline the benefits, eligibility requirements, and ordering process, and include contact information, downloadable resources, and a request form for Sourcewell-aligned quotes. Additionally, we will promote the contract at national and regional fire service events such as FDIC International and Fire-Rescue International (FRI), using branded booth signage, product literature, and live product demonstrations to drive awareness and engagement.</p> <p>Fouts Bros Inc. is committed to maximizing the visibility, accessibility, and success of our Sourcewell-awarded contract through a robust and multi-faceted marketing and sales strategy. We recognize the value Sourcewell offers to participating agencies, particularly in simplifying the procurement process, reducing administrative burdens, and ensuring fair and competitive pricing. To that end, we have developed an integrated approach that aligns our internal operations, dealer network, digital platforms, and outreach campaigns to actively promote the Sourcewell agreement and connect public sector buyers with our fire apparatus solutions.</p> <p>Fouts will feature the Sourcewell contract prominently on the company website, www.foutsfire.com, through a dedicated landing page that explains the benefits, eligibility requirements, and ordering process for participating agencies. This page will include contact information, downloadable materials, and links to request a Sourcewell-aligned quote directly from Fouts or one of our participating dealers. In addition to online visibility, we will promote the contract at national and regional fire service events, such as FDIC International and the Fire-Rescue International (FRI) conference, through branded booth signage, product</p>	*

literature, and live demonstrations.

To maximize outreach effectiveness, Fouts Bros leverages a strategic range of digital tools and platforms. The company maintains an active presence on social media channels including Facebook, LinkedIn, and Instagram, highlighting new vehicle deliveries, customer testimonials, product walkarounds, and organizational updates. Search engine optimization (SEO) practices and metadata tagging are employed to ensure that fire departments and procurement officers searching for compliant fire apparatus solutions are directed to the corporate website and Sourcewell contract information. Lead generation performance is monitored through Google Analytics and campaign UTM tracking, while email newsletter content is regularly updated to emphasize the advantages of cooperative purchasing. Through these strategies, Fouts Bros engages directly with decision-makers and influencers at departments of every size, from rural volunteer fire services to large metropolitan agencies.

Fouts Bros regards Sourcewell as a strategic partner in promoting the cooperative contract to public agencies across the United States and Canada. Sourcewell provides not only national credibility but also access to a powerful network of procurement professionals who rely on pre-vetted vendors. The organization's role is to deliver a compliant and trusted procurement vehicle to participating entities while ensuring visibility for awarded suppliers through its platform and outreach channels. Fouts Bros ensures that its sales and dealer network are prepared to integrate the Sourcewell agreement into every relevant customer interaction. Sourcewell will be included as a purchasing option in all government-facing quotes, proposals, and bid responses. The company's digital quoting portal enables users to select Sourcewell as a procurement method, and sales training programs include Sourcewell-specific contract onboarding to promote consistent, accurate messaging across all customer engagements.

In addition to traditional sales channels, Fouts Bros offers streamlined e-procurement capabilities that make ordering simple and efficient. Through our website, eligible customers can browse currently available and in-production apparatus, review detailed specifications and images, and submit quote requests tied directly to Sourcewell contract pricing. Our internal CRM system routes those requests to the appropriate sales representative or dealer, who follows up with formal quotes and documentation within one business day. Purchase orders and agreements are typically executed through digital signature platforms such as DocuSign, allowing most public sector transactions to be completed without printing or mailing paperwork. For agencies using state-specific procurement portals or cooperative platforms (e.g., NJSTART, eMaryland Marketplace, BidNet), we can adapt our process to comply with their requirements and upload required documents as needed.

Fouts Bros is fully committed to supporting Sourcewell and its participating entities by making our fire apparatus solutions easy to access, competitively priced, and backed by exceptional customer service. Through strategic marketing, technology integration, and a nationwide sales force, we will ensure the success of this contract and expand access to reliable, cost-effective fire apparatus for agencies across the U.S. and Canada.

38	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Fouts Bros. employs a comprehensive, data-driven digital marketing strategy that integrates technology platforms, automation tools, and analytics to effectively engage public-sector buyers and drive awareness of our fire apparatus solutions—including those available through Sourcewell's cooperative purchasing program. Our approach combines search engine optimization (SEO), metadata enrichment, customer relationship management (CRM) systems, targeted email marketing, social media engagement, and performance analytics to ensure maximum visibility, lead conversion, and measurable return on investment. We maintain a centralized CRM system that captures and segments all leads by industry, region, and buyer type, enabling targeted outreach and precise measurement of campaign performance. Our email marketing platform, fully integrated with this CRM, delivers segmented campaigns to municipal and educational audiences, including automated drip sequences triggered by form submissions, dealer inquiries, or online engagement. All outbound campaigns incorporate tracked links via UTM codes, allowing us to measure engagement by region, buying cycle, and agency type. Our website, which attracted more than 560,000 visits last year, is fully optimized with procurement-focused keywords and structured metadata to ensure top rankings in search results. Each product page is enriched with high-quality images, technical specifications, and video demonstrations to increase time-on-page and buyer confidence. A dedicated "Recent Deliveries" section showcases completed projects, providing proof of performance for prospective customers. We continuously analyze site traffic using Google Analytics to monitor user behavior, identify high-interest geographies, and adjust navigation and content to improve conversion rates.</p> <p>Social media plays a central role in our outreach strategy. We maintain active, high-engagement profiles on Facebook (21,000+ followers, 132,000+ interactions, 96% year-over-year growth), Instagram (2,552 followers), and LinkedIn (991 followers, 256,000+ impressions in the last 12 months). These channels are used to highlight apparatus deliveries, dealer spotlights, trade show participation, and customer testimonials, as well as to announce new contracts and promote vehicles available under Sourcewell pricing. Posts are optimized with hashtags, geotags, and cross-tagging with our dealer network to maximize regional targeting and expand our reach to agency decision-makers. We also employ A/B testing to refine email subject lines, landing page layouts, and calls to action. Campaign performance is continuously monitored, and real-time adjustments are made to optimize results. Additionally, our quote request portal captures detailed customer data—including geographic location, apparatus type, and preferred purchasing vehicle—enabling rapid, customized follow-up and providing valuable insights for demand forecasting and market trend analysis.</p> <p>If awarded a Sourcewell cooperative purchasing contract, Fouts Bros will expand these capabilities to further promote the partnership through targeted campaigns, lead tracking, and contract-specific initiatives. Planned enhancements include launching a dedicated, SEO-optimized Sourcewell webpage with contract information and purchasing guidance; tagging and tracking Sourcewell-related leads in Salesforce for automated follow-ups and regional sales notifications; deploying contract-specific email campaigns to eligible agencies; running targeted social media announcements; providing our dealer network with Sourcewell-branded marketing toolkits; and expanding paid media and PR outreach to procurement officers via industry publications and digital platforms. Our strong digital foundation, combined with these planned enhancements, will ensure broad visibility for the Sourcewell contract, drive engagement from participating agencies, and increase cooperative purchasing activity nationwide—delivering measurable value to both Sourcewell and its members.</p>
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39	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p> <p>Fouts Bros Inc. views Sourcewell as a strategic procurement partner and national platform that provides participating entities with access to competitively solicited, pre-negotiated contracts that meet public sector compliance requirements. Sourcewell's role in promoting awarded agreements is twofold: first, to serve as a trusted procurement vehicle that simplifies the acquisition process for eligible governmental, educational, and nonprofit entities; and second, to act as a national awareness engine, using its brand reputation, website, cooperative marketing, and public sector relationships to increase visibility for awarded vendors and contracts.</p> <p>Sourcewell serves as a facilitator that removes barriers for public entities seeking fire apparatus quickly, affordably, and without the administrative burden of conducting independent solicitations. By leveraging established relationships with procurement officers, department heads, and agency executives, Sourcewell enables Fouts Bros to present solutions to a broader audience already familiar with—and confident in—the Sourcewell process.</p> <p>To integrate a Sourcewell-awarded agreement into our sales process, Fouts Bros will take the following steps:</p> <ol style="list-style-type: none"> 1. Internal Training: Our sales team and contract management staff will receive detailed training on the awarded agreement, including eligibility criteria, pricing structure, terms and conditions, and Sourcewell compliance documentation. 2. Dealer Enablement: Our nationwide dealer network will be issued Sourcewell-specific marketing kits and contract guidance documents, allowing them to present the agreement as a streamlined procurement path for eligible agencies. Dealers will be encouraged to promote the contract during demos, trade shows, and client site visits. 3. Digital Integration: We will feature the Sourcewell contract on our website through a dedicated landing page that includes FAQs, eligibility instructions, quote request forms, and contract downloads. Our CRM and quote tracking tools will include "Sourcewell" as a selectable purchasing option, allowing us to route inquiries through the proper pricing and compliance workflow. 4. Contract Referencing in Proposals: All public-sector quotes and proposals issued by Fouts Bros will include Sourcewell contract language and pricing references, giving agencies an immediate cooperative vehicle they can use without issuing an RFP. 5. Customer Communication: We will proactively notify existing and prospective public agency customers of our Sourcewell award through email campaigns, newsletters, social media, and targeted outreach. 6. Collaboration with Sourcewell: We will actively collaborate with Sourcewell's marketing and member engagement teams to co-promote the contract through joint events, webinars, and direct outreach to high-potential regions. <p>This integration ensures that the Sourcewell agreement becomes a core part of our everyday sales operation—not a parallel path. Our goal is to position Sourcewell not just as a contract number, but as a trusted pathway to access Fouts Bros' fire apparatus solutions quickly, compliantly, and affordably.</p>
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40	<p>Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Yes, Fouts Bros Inc. offers a streamlined, user-friendly e-procurement ordering process designed specifically to meet the needs of governmental, educational, and cooperative procurement customers. While the nature of custom and semi-custom fire apparatus precludes a fully automated online checkout, Fouts digital systems enable customers to complete the entire procurement cycle—from product selection and quote request to contract documentation and purchase order submission—through an integrated, paperless process. Fouts Bros' primary e-procurement tool is the interactive website, www.foutsfire.com, which features real-time access to available and in-production fire apparatus. Governmental customers can browse standardized model lines (e.g., FB-94 Pumpers, 2K-4K Gallon Tankers, Brush Trucks, Mini-Pumpers, and Commercial Crew Pumpers), view detailed specifications, and submit quote requests directly through a digital form tailored to their procurement type. When a Sourcewell-participating entity selects the Sourcewell option during the quote process, our system routes the inquiry to the appropriate internal sales representative or regional dealer who is trained to finalize the order in compliance with Sourcewell terms and pricing.</p> <p>Once a quote is accepted, all necessary documentation—including the formal quote, warranty terms, spec sheets, and Sourcewell contract references—are delivered electronically. The customer can then submit their purchase order via email or secure upload, and we use DocuSign or similar e-signature platforms to execute any agreements, eliminating the need for hard copies or wet signatures.</p> <p>Government agencies have used this system to:</p> <ul style="list-style-type: none"> • Expedite procurement during seasonal and emergency vehicle replacement periods. • Secure fast delivery of in-stock or nearly completed vehicles via the Sourcewell contract. • Centralize communication and documentation across procurement, fire department leadership, and finance teams. • Ensure all parties receive and track contract documents, warranties, and compliance materials in a secure digital format. <p>In addition, we are flexible in adapting to state and local e-procurement platforms. Where required, we can process transactions through cooperative or jurisdiction-specific portals such as BidNet, eMaryland Marketplace Advantage, NJSTART, or Bonfire. We maintain digital copies of all required registration and compliance documents to upload in these systems.</p> <p>Overall, our e-procurement process is designed to reduce administrative burden, increase speed to order, and ensure full compliance with Sourcewell and agency-specific procurement policies—making it ideal for busy departments seeking to replace or expand their fleet quickly and efficiently.</p> <p>e-Procurement Site: https://fc2customerui.azurewebsites.net/Customer/</p>
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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41	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Fouts Bros Inc. offers product, equipment, and operator training programs to all Sourcewell participating entities at the time of delivery and on an as-needed basis. Training is typically included at no additional cost for standard apparatus orders and is provided by either a Fouts factory representative or an authorized dealer technician. Training includes a full walk-around inspection, instruction on operating the pump panel and all electrical components, and a review of routine maintenance procedures. For departments requesting additional or refresher training, we offer virtual support or on-site training visits coordinated through our dealer network. Training for custom modifications or department-specific features may be quoted separately if outside the scope of standard delivery support.</p> <p>Fouts Bros Inc. – Fire Apparatus Training Agenda Session Type: On-Site Product Orientation & Operator Training Duration: 4-6 Hours (Customizable based on apparatus and department size) Audience: Firefighters, Engineers, Maintenance Personnel, Department Leadership Trainer: Fouts Bros Factory Representative or Certified Dealer Technician Training Cost: Included with vehicle delivery (additional sessions available on request)</p> <p>See attached example training agenda.</p> <p>Optional Add-ons (Available Upon Request):</p> <ul style="list-style-type: none"> - Aerial device operation (if applicable) - Foam proportioning system calibration - In-depth SCBA mounting review - Custom lettering or graphics inspection <p>Materials Provided:</p> <ul style="list-style-type: none"> - Digital Service and Operator Manual - Pump Test Results - Wiring Diagrams and Schematics - Maintenance Schedule - Warranty Overview and Claims Process Guide
42	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Fouts Bros fire apparatus integrate a number of technological advances that improve performance, safety, and operational efficiency for end-users:</p> <ul style="list-style-type: none"> • Modular Electrical Systems: Our vehicles use programmable multiplexing to simplify diagnostics and streamline repairs. • LED Lighting Packages: Standard on all apparatus, these reduce power draw and improve visibility. • Touchscreen Controls (Optional): Many models can be equipped with touch-control panels for pump operations and lighting systems. • Wireless Pump Panel Monitoring: Available on select models, this feature allows operators to monitor pump pressures remotely. • Digital Documentation Access: Owners receive full documentation, spec sheets, and service logs via cloud-based platforms or USB. • In-House CAD-Based Design: Our engineering process uses 3D modeling software to ensure fit, finish, and exact compliance with specifications before production begins.
43	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Fouts Bros Inc. is committed to environmentally responsible manufacturing and delivery practices. While our core product—fire apparatus—is inherently a fuel-powered emergency response vehicle, we take the following actions to reduce our environmental impact:</p> <ul style="list-style-type: none"> • Recycling of Metals and Plastics: Excess aluminum, steel, and plastic components from production are sorted and recycled. • VOC-Reduced Paint Systems: Our paint booth processes use low-VOC formulations to reduce emissions. • High-Efficiency Lighting: Our production facilities utilize LED lighting systems to reduce energy consumption. • Digital Documentation: We have transitioned to digital manuals and service guides, reducing our use of paper materials. • Supplier Selection: We prioritize suppliers with green certifications or environmentally responsible practices. <p>We continue to monitor developments in electric and hybrid chassis offerings and are prepared to integrate these platforms when they become viable for firefighting and emergency applications.</p> <p>Eco Labels, Ratings, and Certifications</p>
44	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Fouts Bros Inc. does not currently hold third-party eco-labels or sustainability certifications specifically for our fire apparatus; however, many components used in our builds—such as LED lighting, EPA 2021/2027-compliant diesel engines, and recycled materials—are manufactured by partners with certifications including:</p> <ul style="list-style-type: none"> • EPA SmartWay Compliance (engines and emissions systems) • ISO 14001 (Environmental Management Systems – applicable to several chassis OEMs and suppliers) • RoHS Compliance (electronics and harness components) <p>As the vehicle electrification landscape evolves in the fire services sector, we are actively assessing platforms that could meet future green-certification benchmarks.</p>

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Fouts Bros offers several unique advantages that distinguish us from other manufacturers:</p> <p>Fastest Delivery Times in the Industry: Most units are delivered in 4–6 months, with stock units available for delivery in days—not years.</p> <p>Standardized Product Line: Our six core models are fully engineered, NFPA-compliant, and available at transparent pricing, eliminating the complexity and delays of custom builds.</p> <p>Cost Efficiency: Our streamlined manufacturing process and lean overhead allow us to offer high-quality apparatus at a lower cost than most competitors.</p> <p>Nationwide Dealer Network: We combine national manufacturing with local service through authorized dealers in nearly every U.S. region.</p> <p>Factory-Direct Transparency: Customers can browse available inventory, submit quote requests, and download specs directly from our website.</p> <p>Responsive Service: We maintain a fully staffed warranty and technical support team committed to resolving issues quickly and effectively.</p> <p>For Sourcewell members, these attributes translate into faster access, fewer administrative burdens, and higher return on investment.</p>
46	Describe how your solutions meet United States fire related standards, such as NFPA, for the equipment and products offered in your proposal, including applicable federal and state requirements.	<p>All Fouts Bros fire apparatus are designed and manufactured to comply with NFPA 1901 (Standard for Automotive Fire Apparatus) or NFPA 1906 (for wildland apparatus), depending on vehicle type. Our team performs internal NFPA compliance checks at multiple points during production, and we include full compliance documentation, pump test results, and third-party certifications upon delivery.</p> <p>Chassis and vehicle systems also meet applicable federal requirements, including:</p> <ul style="list-style-type: none"> • FMVSS (Federal Motor Vehicle Safety Standards) • EPA Emissions Standards • DOT Compliance (lighting, brakes, tires, and GVWR ratings) <p>Where state-specific requirements apply (e.g., California ARB, Massachusetts Clean Idle), Fouts ensures compliance at time of order.</p>
47	Describe how your solutions meet Canadian fire related standards such as NFPA, and CAN/ULC S515 for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	<p>Fouts Bros is capable of producing vehicles to meet Canadian fire standards, including NFPA 1901 and CAN/ULC-S515. We can deliver apparatus with:</p> <ul style="list-style-type: none"> • Metric instrumentation • Bilingual (English/French) labeling • Compliance with Canadian provincial safety and inspection codes • ULC fire pump certification where required <p>We are actively exploring distribution and support partnerships in Canada and have the internal engineering and compliance capability to produce and deliver apparatus to any Canadian province under Sourcewell or other contract vehicles.</p>
48	Describe available service and repair options for the equipment and products offered in your proposal and how the process works with those servicing the equipment.	<p>Fouts Bros supports its customers through a multi-tiered service model:</p> <p>Authorized Dealer Service Centers: Our nationwide network of dealers includes certified service centers equipped to handle warranty work, repairs, and preventive maintenance.</p> <p>Fouts Technical Support Team: Customers can contact our in-house warranty and support staff directly via phone or email. Most support inquiries receive a response within one business day.</p> <p>On-Site Support: For critical issues or initial deliveries, Fouts can dispatch a factory technician or coordinate with local service providers for on-site diagnosis and repairs.</p> <p>Warranty Parts Fulfillment: We ship replacement parts directly to departments or service centers, often within 24–48 hours of approval.</p> <p>Service Documentation: Every apparatus is delivered with a digital service manual and maintenance schedule, and departments can access additional support through our website or technical team.</p> <p>This blended approach ensures that regardless of geography, all Sourcewell members receive responsive, effective, and professional after-sale support throughout the life of their apparatus.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Fouts Fire is a proud third-generation, family-owned American manufacturer, incorporated in 1952, rooted in tradition and fueled by innovation. Owned and led by Scott and Heather Edens, our company has grown into one of the fastest-growing fire apparatus manufacturers in North America, with a relentless focus on quality, service, and dealer success. The company is partially a woman owned business.
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	Fouts Bros Inc. offers flexible and transparent payment terms designed to accommodate the procurement needs of public entities. Our standard payment terms are Net 30 from the date of delivery or invoice, though we can negotiate alternate terms depending on the purchasing agency's needs. Accepted payment methods include ACH/wire transfer, traditional check, and P-cards (procurement cards). P-cards are fully accepted with no additional fees assessed to Sourcewell participating entities, ensuring compliance with agency-level procurement procedures.
59	Describe any leasing or financing options available for use by educational or governmental entities.	Fouts Bros provides access to third-party financing solutions and municipal lease-purchase agreements specifically tailored for governmental and educational buyers. These financing options allow departments to acquire needed apparatus while spreading payments over time, using structures such as annual, semi-annual, or monthly payments. Deferred payment schedules and 'step-up' payment plans can be arranged, depending on budget cycles. Financing is coordinated at the time of quoting, and Sourcewell entities will receive full visibility into all applicable terms, interest rates, and payback structures before contract execution.

60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Fouts Bros uses several standard transaction documents to support Sourcewell orders, including purchase orders, build specifications, order confirmations, standard terms and conditions, and warranty documentation. All vehicles include a signed build sheet detailing every component, which becomes the contract of record once production begins. Standard Terms and Conditions outline payment, delivery, cancellation, and warranty policies. Optional documents include pre-delivery inspection forms, post-delivery acceptance reports, and service-level agreements (SLAs) where applicable. Template copies are available upon request and can be uploaded during the Sourcewell contract submission process. Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? Yes, Fouts Bros accepts P-card procurement and payment. There are no additional processing fees or surcharges imposed on Sourcewell participating entities for choosing to pay by P-card. This method is often used for smaller purchases or deposits and offers flexibility and speed in procurement transactions.
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-cards are fully accepted with no additional fees assessed to Sourcewell participating entities, ensuring compliance with agency-level procurement procedures.
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Fouts Bros employs a transparent, line-item pricing model based on its Commercial Catalog Pricelist. Each vehicle model and optional component is listed with a Manufacturer's Suggested Retail Price (MSRP). A standard Sourcewell discount of 15% off MSRP is applied to all base models and most options. Each configuration is assigned a unique SKU for tracking and quoting. Detailed pricing, including list price and discounted Sourcewell pricing, is uploaded in Tables 6A and 6B for review.
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing proposal offered in response to this RFP includes a consistent 15% discount from MSRP on all standard vehicle models and catalog-listed options. For high-volume orders or special contract opportunities, additional discounts may be offered upon request and documented in the final quote.
64	Describe any quantity or volume discounts or rebate programs that you offer.	Fouts Bros offers additional volume-based discounts for multi-unit purchases. These discounts are negotiated based on the total number of vehicles ordered and the production schedule required. For example, orders of 3 or more identical apparatus may qualify for additional 2–5% discounts. We do not currently offer a rebate program but are open to structuring volume-based incentives based on Sourcewell member demand.
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Fouts Bros handles open market or sourced items by offering them at cost plus a transparent markup—typically 10%. These items may include specialized tools, customer-specified equipment, or accessories not listed in the core pricing catalog. All such items are quoted separately and clearly identified in the contract to maintain transparency and compliance.
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Standard pricing includes design, build, inspection, and delivery within the continental U.S. Items not included may include pre-delivery inspections (if offsite), extended training beyond standard orientation, installation of third-party-supplied accessories, or enhanced graphics beyond standard lettering. All additional costs will be itemized in the quote. These services are provided either directly by Fouts Bros or its authorized dealers.
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For most orders delivered within the continental United States, shipping and delivery are included in the base price. For orders outside the lower 48 states—including Alaska, Hawaii, and U.S. territories—freight is quoted separately based on distance, weight, and transport method. Fouts works with trusted logistics providers and provides insured, enclosed transportation to ensure vehicle safety. All freight charges are clearly identified in the final quote.
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska and Hawaii, Fouts coordinates marine transport or air freight as required and includes full insurance during transit. For Canada, cross-border customs documentation is prepared in advance and coordinated with Canadian officials. Additional freight charges for these deliveries are quoted on a case-by-case basis, based on the delivery location, shipping mode, and customer requirements.

69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Fouts maintains both factory-direct and dealer-based distribution models. For regions without local dealers, we offer factory-direct sales and coordinate delivery directly with the customer. Units may be delivered from our Milledgeville, GA or La Grange, TX facilities using enclosed carriers. We also maintain a limited inventory of ready-to-ship stock units, which can be delivered within days to meet urgent needs.
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Fouts Bros will implement a quarterly self-audit program to review Sourcewell orders for pricing compliance, correct application of discounts, documentation accuracy, and adherence to delivery commitments. Results will be reviewed by the contract administration team, and any discrepancies will be documented, corrected, and communicated to Sourcewell as needed.
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	To monitor the success of our Sourcewell agreement, we will track the following internal metrics: (1) Number of quotes and orders processed through Sourcewell; (2) Average delivery time compared to contractual timelines; (3) Customer satisfaction scores via post-delivery surveys; (4) Dealer participation and contract utilization rates across regions; and (5) Volume of repeat orders from participating entities.
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Fouts Bros proposes an administrative fee of \$2,500.00 payable to Sourcewell on all completed transactions under this agreement. This fee will be calculated based on gross transaction value and submitted quarterly in accordance with Sourcewell reporting and remittance procedures.

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Fouts Bros, Inc. is honored to present Sourcewell with our offered pricing for fire apparatus manufactured by the Fouts Fire team. This submission provides transparent, competitive, and contract compliant pricing for the models, configurations, and options described in this response. We stand behind build quality, delivery timelines, and customer support through our factory and dealer network. Pricing is valid for the period stated and subject to the terms of the agreement.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A, 7B, 7C and 7D)

Line Item	Question	Response *
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74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Fouts Bros Inc. offers a full line of NFPA-compliant fire apparatus solutions, including but not limited to: mini pumpers, rescue pumpers, tankers, and brush trucks. Each apparatus is built on a commercial chassis—either customer-supplied or sourced from Fouts' allocated inventory from major OEMs such as Ford and Freightliner. The company also offers truck body customization and upfit services for a wide range of fire and emergency vehicles. All units are manufactured in the United States and designed to meet stringent performance, safety, and durability requirements. While Fouts Bros primarily focuses on new units, the company may also offer certified used fire apparatus upon request, subject to availability and inspection.</p> <p>Fouts Bros Inc. offers a comprehensive suite of standardized, NFPA-compliant fire apparatus solutions built for municipal, rural, and wildland firefighting operations. Our core product line includes six primary models designed for durability, affordability, and fast delivery:</p> <ul style="list-style-type: none"> • FB-94 Pumper: A rugged commercial chassis-based pumper designed to meet the needs of fire departments requiring maneuverability and strong water delivery performance. Comes standard with a 1,000–1,250 GPM pump and 1,000-gallon tank. • Fouts FOUR (Mini-Pumper): A compact, agile unit built for initial attack, with a 400-gallon tank and 1,250 GPM pump on a Ford F-550 or similar chassis. Ideal for suburban and rural response. • Crew Pumper: A custom-built pumper with seating for 4–6 personnel, 1,250 GPM pump, and 1,000-gallon tank, often used by departments as front-line engines. • Tanker 2000/3000/4000 Gallon Models: NFPA-compliant water tenders mounted on Freightliner M2 106 or 114SD chassis with drop tanks, electric dumps, and large-volume storage. Configurable to department needs. • Brush Trucks (Wildland Type 6): Ford F-550-based wildland trucks with 300-gallon tanks, remote-controlled monitors, skid units, and modular bodies for interface or rural fire operations. • Rescue Pumpers and Squad Units: Rescue-body configurations with ample compartment storage, integrated scene lighting, optional rescue tools, and pump modules. <p>All apparatus are designed and assembled in our 700,000 sq. ft. Georgia facility or our La Grange, TX facility using top-tier components. Fouts Bros also offers certified used fire trucks on a limited basis, which are typically recent-model trade-ins that have passed rigorous mechanical inspection and may be customized or upfitted upon request.</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>The subcategories applicable to Fouts Bros' offerings include:</p> <ul style="list-style-type: none"> • Pumper Trucks • Tanker/Tender Trucks • Brush/Wildland Apparatus • Rescue Pumpers • Custom and Commercial Chassis Units • Truck Body Customization and Upfit Services • Refurbishment and Remounting Services • Warranty and Service Agreements • Operator Training and Support
76	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	<p>Fouts Bros offers turnkey remounting and refurbishment services to extend the useful life of existing apparatus or rescue bodies. Services include:</p> <ul style="list-style-type: none"> • Body Remounts: Removing an existing fire body from an older chassis and remounting it onto a new or refurbished chassis, including frame rail adjustments and chassis programming. • Refurbishing Services: Sandblasting and repainting, compartment relining, electrical system upgrades, LED lighting retrofits, pump repairs or replacement, and valve upgrades. • Interior Rehab: Replacement of crew seating, dash components, floor surfaces, and emergency lighting upgrades. <p>The pricing for remount services is quoted on a per-project basis. Customers initiate the process by submitting specs and photos for review. Fouts engineers assess the scope of work and generate a detailed quote including labor, materials, and lead time. Final pricing depends on chassis type, age of the original body, and extent of needed modifications.</p>

77	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	<p>Fouts Bros offers one of the most comprehensive warranty programs in the industry, covering all apparatus sold under the Sourcewell contract. Standard warranties include:</p> <ul style="list-style-type: none"> • 1-Year Full Apparatus Warranty: Covers the complete vehicle against manufacturing defects in materials and workmanship, including parts and labor. • 10-Year Structural Warranty: Covers corrosion and structural failure of the body compartments, subframe, and exterior panels. • 10-Year Plumbing System Warranty: Covers internal waterway plumbing components and fittings. • 10-Year Tank Warranty: Covers water tank material defects or leaks (pro-rated after year 5). • LED Lighting Lifetime Warranty: On most lighting components, backed by the lighting manufacturer. • Paint Warranty: 3-year standard warranty with options for extended 5-year coverage. <p>Administration:</p> <p>All warranty claims are submitted through our centralized Warranty & Technical Support Department in Milledgeville, GA, or via our authorized dealer network. We commit to responding to all warranty inquiries within 1 business day. Replacement parts are shipped promptly, and labor is reimbursed at standard regional shop rates.</p> <p>Geographic Coverage:</p> <p>Warranties are valid throughout the continental U.S. and applicable territories. In regions where Fouts does not have a service center, the company coordinates mobile service support or approves third-party repair facilities to complete covered work. Technician travel is typically not included under the base warranty but may be provided or reimbursed in certain cases.</p>
78	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranty issues typically passed on to the original equipment manufacturer?	<p>Fouts Bros offers optional extended warranties and custom service contracts for customers who wish to enhance long-term coverage and performance assurance. Options include:</p> <ul style="list-style-type: none"> • Extended Apparatus Warranty: 3- or 5-year extensions beyond the standard 1-year full coverage. • Extended Structural or Plumbing Warranties: Up to 15 years total, including coverage for specialty corrosion protection systems. • Chassis-Specific Extended Warranties: Including Ford ESP and Freightliner Elite coverage plans for engine, drivetrain, and electronics. • Annual Service Agreements: Includes annual inspections, pump testing, preventive maintenance, and software diagnostics, either performed on-site or at authorized dealer locations. • Refresher Training Packages: Annual or bi-annual training sessions for new department personnel on pump operation, preventive maintenance, and safety systems. All service contracts are quoted during the ordering process and can be financed along with the vehicle or procured separately at delivery.
79	Describe any service contract options or extended warranties being offered with your proposal.	<p>In addition to the standard warranties, Fouts Bros offers optional extended warranties that can be purchased at the time of order. These include extended apparatus coverage (up to 5 years), extended structural warranties (up to 15 years), and additional protection plans for drivetrain or electrical systems depending on chassis type. Service contracts are also available for scheduled maintenance, inspections, and operator refresher training. All extended coverage options are priced based on vehicle type, usage, and coverage duration, and are quoted during the procurement process.</p>

Table 7B: Category 1: Structural Apparatus and Comprehensive Solutions - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

We will not be submitting for Table 7B: Category 1: Structural Apparatus and Comprehensive Solutions - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Line Item	Category or Type	Offered *	Comments

80	Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Fouts Bros Inc. offers a comprehensive suite of standardized, NFPA-compliant fire apparatus solutions built for municipal, rural, and wildland firefighting operations.</p> <p>Our core product line includes six primary models designed for durability, affordability, and fast delivery:</p> <p>FB-94 Pumper: A rugged commercial chassis-based pumper designed to meet the needs of fire departments requiring maneuverability and strong water delivery performance. Comes standard with a 1,000–1,250 GPM pump and 1,000-gallon tank.</p> <p>Fouts Quick Attack: A compact, agile unit built for initial attack, with a 400-gallon tank and 1,250 GPM pump on a Ford F-550 or similar chassis. Ideal for suburban and rural response.</p> <p>Crew Pumper: A custom-built pumper with seating for 4–6 personnel, 1,250 GPM pump, and 1,000-gallon tank, often used by departments as front-line engines.</p> <p>Tanker 2000/3000/4000 Gallon Models: NFPA-compliant water tenders mounted on Freightliner M2 106 or 114SD chassis with drop tanks, electric dumps, and large-volume storage. Configurable to department needs.</p> <p>Rescue Pumpers and Squad Units: Rescue-body configurations with ample compartment storage, integrated scene lighting, optional rescue tools, and pump modules.</p> <p>All apparatus are designed and assembled in our 700,000 sq. ft. Georgia facility or our La Grange, TX facility using top-tier components. Fouts Bros also offers certified used fire trucks on a limited basis, which are typically recent-model trade-ins that have passed rigorous mechanical inspection and may be customized or upfitted upon request.</p>
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81	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 77 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fouts Fire provides installation and commissioning, customization and upfitting, remounting of bodies and equipment, refurbishment and life extension programs, inspections and acceptance testing to NFPA 1900, scheduled and unscheduled maintenance, in-shop and field repair, operator and technician training with manuals and as-built documentation, and ongoing technical support and warranty administration. Services are performed at the factory, through authorized dealers, or on site via mobile service. Scheduling and claims flow through the centralized Warranty & Technical Support team in Milledgeville, GA or the dealer network. Labor, travel, and materials are priced in the contract schedule or by written quote, and administration aligns with the warranty process described in Item 77.	*
82	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 77 - 78 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fouts Fire provides installation and commissioning, customization and upfitting, remounting of bodies and equipment, refurbishment and life-extension programs, inspections and acceptance testing to NFPA 1900, scheduled and unscheduled maintenance, in-shop and mobile field repair, operator and technician training with manuals and as-built documentation, and ongoing technical support and warranty administration. Services are performed at the factory, through authorized dealers, or on site across the U.S. and applicable territories. Labor, travel, and materials are priced in the contract schedule or by written quote, and administration aligns with the warranty process described in Item 77 and the products described in Item 78.	*
83	Category 1 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	<input type="radio"/> Yes <input checked="" type="radio"/> No	Fire manufactures a brush and WUI skid unit for heavy-duty pickup platforms such as Ford F-Series and a Type 3 Wildland Unit. It is not included in this proposal's offered lineup or pricing. If permitted by the solicitation, we can provide the skid unit as a complementary solution under a separate quotation with installation on a new or customer-supplied chassis. Configurations follow NFPA 1900 and applicable OEM requirements. Inclusion by contract update or future submission is available upon request	*

Table 7C: Category 2: Specialty Apparatus and Equipment - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

We will not be submitting for Table 7C: Category 2: Specialty Apparatus and Equipment - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Line Item	Category or Type	Offered *	Comments

84	Specialty apparatus including but not limited to: aircraft rescue and firefighting (ARFF), command and communication units, mobile foam units, and custom rescue trailers	<input type="radio"/> Yes <input checked="" type="radio"/> No	Fouts Bros does not manufacture ARFF or command/communication units, and these specialty apparatus types are not offered under this proposal. Mobile foam units and custom rescue trailers are not included in scope for this submission.
85	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 81 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fouts Fire supplies complementary equipment, options, accessories, components, and consumable supplies for the unit types in Item 81. Examples include warning and scene lighting, electrical power and charging systems, inverters and shore power, communications and siren systems, hose, valves, fittings, monitors, foam systems and eductors, water and foam tanks, ladders and brackets, SCBA mounts, tool boards and storage solutions, reels and cord or hose management, safety and visibility items including reflective striping and chevrons, and OEM replacement parts. Items may be factory installed or loose-ship. Products conform to NFPA 1900 as applicable and OEM specifications, and pricing is provided in the schedule or by written quote under this contract with standard warranty support.
86	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 81 - 82 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fouts Bros offers turnkey remounting and refurbishment services to extend the useful life of existing apparatus or rescue bodies. Services include: Body Remounts: Removing an existing fire body from an older chassis and re-mounting it onto a new or refurbished chassis, including frame rail adjustments and chassis programming. Refurbishing Services: Sandblasting and repainting, compartment relining, electrical system upgrades, LED lighting retrofits, pump repairs or replacement, and valve upgrades. Interior Rehab: Replacement of crew seating, dash components, floor surfaces, and emergency lighting upgrades. The pricing for remount services is quoted on a per-project basis. Customers initiate the process by submitting specs and photos for review. Fouts engineers assess the scope of work and generate a detailed quote including labor, materials, and lead time. Final pricing depends on chassis type, age of the original body, and extent of needed modifications.

87	Category 2 responders MAY include COMPLEMENTARY Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fouts Fire manufactures brush and WUI skid units for heavy-duty pickup platforms, as well as a Type 3 Wildland and can provide complete brush apparatus on commercial chassis. These solutions are complementary to the core lineup and are not included in this proposal's base offering or pricing. They can be quoted upon request under this contract, subject to Sourcewell scope and eligibility. Configurations are built to NFPA 1900 and applicable OEM specifications, with factory or dealer installation or loose-ship options available.	*
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Table 7D: Category 3: Brush and Wildland Urban Interface (WUI) Apparatus - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

We will not be submitting for Table 7D: Category 3: Brush and Wildland Urban Interface (WUI) Apparatus - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Line Item	Category or Type	Offered *	Comments	
88	Wildland firefighting apparatus, such as brush trucks and wildland urban interface (WUI) units	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fouts Fire manufactures brush and WUI skid units for heavy-duty pickup platforms, as well as a Type 3 Wildland and can provide complete brush apparatus on commercial chassis. These solutions are complementary to the core lineup and are not included in this proposal's base offering or pricing. They can be quoted upon request under this contract, subject to Sourcewell scope and eligibility. Configurations are built to NFPA 1900 and applicable OEM specifications, with factory or dealer installation or loose-ship options available.	*
89	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 85 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fouts Fire supplies complementary equipment, options, accessories, components, and consumable supplies for the Item 85 unit types. Offerings include warning and scene lighting, siren and communication systems, electrical power and charging components including inverters and shoreline, battery management, foam systems and eductors, monitors, valves, gauges, fittings and adapters, hose and nozzles, hard suction, water and foam tanks, ladders and brackets, SCBA mounts, tool boards and storage hardware, slides and cargo organizers, hose and cord reels, safety and visibility items including reflective striping and chevrons, graphics and decals, OEM replacement parts, and service kits. Items may be factory installed or loose-shipped. Products conform to NFPA 1900 and applicable OEM specifications. Pricing is included in the schedule or provided by written quote under this contract, with standard warranty support consistent with Item 77.	*

90	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 85 - 86	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fouts Fire provides installation and commissioning, customization and upfitting, remounting of bodies and equipment, refurbishment and life extension programs, inspections and acceptance testing to NFPA 1900, scheduled and unscheduled maintenance, in shop and mobile repair, operator and technician training with manuals and as built documentation, technical support, warranty administration, and parts supply. Services are performed at the factory, through authorized dealers, or on site across the U.S. and applicable territories. Labor, travel, and materials are priced in the contract schedule or by written quote under this agreement, and administration aligns with the warranty process described in Item 77.	*
91	Category 3 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment solutions in their response	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fouts Fire can provide complementary specialty apparatus and equipment solutions in support of the offered unit types, available by written quotation under this contract. Offerings include mobile foam packages, custom rescue or support trailers, equipment and tool packages, mounting and storage systems, safety and visibility systems, electrical power and charging components, and OEM parts. Items may be factory installed, dealer installed, or loose shipped, and are integrated to NFPA 1900 and applicable OEM requirements. ARFF and command or communication units are not offered.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 92. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Fouts Fire Sourcewell Price List.pdf - Wednesday August 20, 2025 16:00:12
- [Financial Strength and Stability](#) - CONFIDENTIAL Fouts Bros, Inc Reviewed Financials .pdf - Wednesday August 20, 2025 16:01:55
- [Marketing Plan/Samples](#) - marketing Doc.pdf - Wednesday August 20, 2025 16:21:57
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Upload Additional Document (optional)
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Lapus, Engineer, Michael Benjamin Armstrong Lapus

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Apparatus_RFP_082025 Wed August 6 2025 04:28 PM	<input checked="" type="checkbox"/>	2
Addendum_6_Firefighting_Apparatus_RFP_082025 Mon August 4 2025 05:42 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Firefighting_Apparatus_RFP_082025 Thu July 31 2025 04:55 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting_Apparatus_RFP_082025 Fri July 25 2025 04:25 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Firefighting_Apparatus_RFP_082025 Wed July 23 2025 04:42 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Firefighting_Apparatus_RFP_082025 Thu July 3 2025 03:37 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Firefighting_Apparatus_RFP_082025 Wed July 2 2025 03:49 PM	<input checked="" type="checkbox"/>	1