



# PUMP MASTERS, INC. OF TEXAS

Petroleum Marketing Equipment

"FUEL SYSTEMS SPECIALIST"

Sales + Installation + Repairs

Environmental Services

405 Creswell Ave. - Shreveport, LA 71101

(318) 425-1557

(800) 259-8711



## PROPOSAL

rev. 2.27.2018

To:

Panola County Road & Bridge  
Attn: Kim  
1121 E. Sabine  
Carthage, TX 75633

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Carthage, TX 75633

We hereby submit specifications and estimates for:

Furnish Necessary labor & materials to change out existing Keytrol system for a new FSC3000-K800 Hybrid Fleet Mgt. System with a wireless communication link from FSC3000 to K-800 Hybrid. Will install system, make tie in, program checkout & train as needed,

Petrovend FSC300 & K800 Hybrid Fleet Mgt System	1	\$	12,214.00	\$	12,214.00
With Pheonix SQL Lite Software & wireless comm link to FSC3000					
Misc. Electrical & Antenna Bases	1	\$	400.00	\$	400.00
Labor to chngeout system and add wireless antenna bases	1	\$	4,910.00	\$	4,910.00
provide tie in, startup and training on system					
				Subtotal	\$ 17,524.00
				Estimated Sales Tax (8.25%)	Exempt
				Total	\$ 17,524.00

Customer to supply computer for Pheonix Sql Lite Mgt Software  
Wireless connectivity good for 1000' Line of Sight transmission

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

Seventeen Thousand Five Hundred Twenty Four & no/100

\$ 17,524.00

Payment to be made as follows:

NET 10 DAYS w/ Partial Billings

"THIS PROPOSAL AND ANY SUBSEQUENT SALE OR AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS FORM."

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if it is not accepted within 30 days

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance

Signature

## TERMS AND CONDITIONS

### PURCHASER, BY ORDERING THE MERCHANDISE ON THE REVERSE SIDE, AGREES TO THE FOLLOWING CONDITIONS OF SALE:

1. **Acceptance.** Delivery of the materials and equipment herewith, installation of the specified equipment. Purchaser's acceptance hereof (either in writing or orally in person or over the telephone), and/or the Purchaser's receipt of this invoice and failure to object to specific provisions in writing within 10 days, constitutes a binding acceptance by Purchaser of goods delivered or services rendered in connection herewith and all the terms contained herein.

#### 2. Prices; Terms of Sale; Credit.

a. All prices indicated on the reverse side are made in good faith; however, from time to time, manufacturers may change prices without notice to us prior to shipment, we may quote an incorrect price to a customer, or the applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price.

b. All payments are to be made to Seller at the address and pursuant to the terms shown on the opposite side. All credits and terms of sale must be approved by Seller's Main Office at the time of entry of the order and are subject to review and approval during the life of any contract. A finance charge of 1<sup>1</sup>/<sub>2</sub>% per month (18% per year) may be charged on any unpaid balance remaining at the end of every 30 day period. If payment is not made promptly when due, Purchaser also must pay all costs and expenses of collection, including reasonable attorney's fees. A time payment plan can be arranged only with advance approval by Seller's Main Office. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest thereon) levied in connection with this sale. The prices charged herein do not include applicable taxes unless specified, and Seller may charge for same by a subsequent or supplemental invoice.

#### 3. Delivery; Shipment Terms; Freight Damage Claims.

a. Shipping dates are approximate, and are contingent on fire, accidents, labor disputes, floods, manufacturers' production schedules, installation schedules and coordination of trades, delays in transportation, acts of God, or other causes beyond Seller's control. Seller will exert the utmost effort to perform satisfactorily its shipping obligations, but shall not be liable for delay for any reason or for damage in transit of any materials furnished. Seller reserves the right to make delivery in installments, which will be separately invoiced.

b. The shipping terms, including the F.O.B. point (such as "shipper's dock" or a designated destination), must be indicated on the face of this invoice. The shipping terms should also include whether freight is "collect" or to be "prepaid and add." If these terms are not indicated, they may be chosen by Seller. Whenever merchandise is delivered to the designated F.O.B. point, a common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's plant for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The prices quoted for merchandise do not include the costs of unloading, which is Purchaser's responsibility.

#### 4. Limited Warranty, Indemnity and Hold Harmless.

a. Seller does not extend warranties to purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. **THE MANUFACTURER OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES**, including but not limited to lost

with loss of product, or damage to other equipment, unless said damage or loss is proven to have been caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees or contractor. Seller represents that it will convey to its purchasers good title to the items purchased, however, except as modified in the next paragraph. **SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.**

b. Unless otherwise stated in the contract documents or required by applicable law, Seller does extend to Purchaser a limited warranty for Sellers work performed hereunder that such work will be rendered in accordance with good commercial practice for a limited period of 30 days from the date of Seller's completion of such work; **HOWEVER, IF DURING THIS PERIOD, THERE IS A MALFUNCTION DUE TO SELLER'S IMPROPER OR SUBSTANDARD PERFORMANCE, SELLER'S LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF SUCH EQUIPMENT (PROVIDED THAT SELLER IS GIVEN THE OPTION OF PERFORMING SUCH REPAIR OR REPLACEMENT WORK). SELLER'S LIMITED WARRANTY IS NULL AND VOID IN THE EVENT THAT PURCHASER OR A THIRD PARTY PERFORMS SUBSEQUENT WORK ON EQUIPMENT INSTALLED OR REPAIRED BY SELLER. UNDER NO CIRCUMSTANCES IS SELLER LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, LOSS OF MATERIAL OR PRODUCT. CLEAN UP COSTS ASSOCIATED WITH THE LOSS OF PRODUCT OR ANY DAMAGE TO EQUIPMENT NOT SERVICED, REPAIRED, OR INSTALLED BY SELLER. IN THE EVENT THAT SELLER SHALL BE LIABLE TO PURCHASER FOR DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS SALE, WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT (BUT NOT INTENTIONAL MISCONDUCT) OR OTHERWISE PURCHASER MAY RECOVER FROM SELLER ITS DIRECT DAMAGES UP TO AN AMOUNT NOT TO EXCEED THE AGGREGATE AMOUNT OF PURCHASE PRICE PAID BY PURCHASER FOR THE PARTICULAR GOODS OR SERVICES TO WHICH A CLAIM OR LIABILITY IS ASSERTED.**

c. Purchaser agrees to hold SELLER harmless from and defend and indemnify Seller against any of Seller's or Purchaser's losses in connection with any property damage, personal injury or death, whether same relates to any claim, penalty, or fine by governmental agency for pollution, environmental damage, clean up, or otherwise, or whether any claim is made by any third party against Seller or Purchaser or said damage, personal injury or death is claimed or sustained by Purchaser or made against Purchaser or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorney's fees, except to the extent that said damage, personal injury or death is proven to have been caused by Seller's sole negligence. Where a penalty, fine or claim for pollution damage or clean up is made against Seller as a result of or in connection with installation of materials or equipment Purchaser agrees to hold Seller harmless from and defend and indemnify Seller against same.

d. **NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.**

5. **Cancellation and Return of Goods.** Purchaser may cancel an order only upon advance written approval of Seller and provided Purchaser pays the freight charges and Seller's reasonable cancellation and restocking charges, based in part on manufacturer's charges. No merchandise is returnable without Seller's advance written consent, with shipping instructions furnished, and no merchandise will be accepted for credit without Seller's written authorization. At the option of Seller, return of material prior to receiving Seller's approval will result in material remaining the property of Purchaser, and the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit will be issued Purchaser until credit from manufacturer has been received.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Pump Masters Inc.  
Shreveport, LA United States

Certificate Number:  
2018-321464

Date Filed:  
03/04/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
Panola County Road & Bridge

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
2018-06  
Furnish a fleet management system as requested

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Douglas L. Jones	Shreveport, LA, USA	✓	

5 Check only if there is NO interested party. ☐

### 6 UNSWORN DECLARATION

My name is Douglas L. Jones and my date of birth is 02/22/1963.

My address is 405 Crescent Ave Shreveport LA 71101 US  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Caddo Parrish LA on the 4th day of March, 2018.  
(County) (State) (month) (year)

Douglas L. Jones - President  
Signature of authorized agent of contracting business entity  
(Declarant)