

RESOLUTION NO. _____

WHEREAS, the City of Dothan has a need to replace the obsolete bulk fluid dispenser system located at the City Shop, 353 Complex Drive, to ensure accuracy and appropriately maintain inventory, and

WHEREAS, proposals have been obtained from three (3) vendors for materials and installation of the Balcrank system, and

WHEREAS, JF Petroleum Group has submitted the lowest, responsible total price of \$38,515.60, which includes \$32,415.60 for equipment and \$6,100.00 for labor.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That the City of Dothan enters into a contract with JF Petroleum Group for the replacement of the bulk fluid dispenser system located at the City Shop, 353 Complex Drive, in the amount of \$38,515.60, which said proposal is attached and made part of this resolution.

Section 2. That Mark Saliba, Mayor of said City of Dothan and in such capacity, is hereby authorized and directed to execute said contract for and in the name of the City of Dothan, Alabama.

PASSED, ADOPTED, AND APPROVED ON _____.

Attest:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS



Proposal

100 Perimeter Park Dr. STE H
Phone: 919-838-7555

No. QUO-0337540

Sales Person : Lisa Marasco
E-Mail: Lisa.Marasco@jfpetrogroup.com

Date: 1/16/2026

Sold to: City of Dothan - Fleet Yard
353 complex drive
Dothan, AL 36303

Ship to: QUOTING CUSTOMER 2
100 PERIMETER PARK DR
STE H
MORRISVILLE, NC 27560-9203

Dispenser Terms: Net 10 Days _____ (Initial Here)

Requested Delivery Date:

Other Terms: Net 10 Days

PO:

Ship by:

Comments

- City of Dothan Sourcewell # 77356
- 1 Graco - Pulse PRO Hub
- 1 Graco - Pulse Pro Extender
- 2 Graco - Pulse Pump Air Control
- 6 Graco - Pulse Tank level Monitor
- 11 Graco - Pulse 8gpm dispenser Meter Flexible Extension

No.	Description	Qty.	Unit Price	Amount
MISCELLANEOUS EQUIPMENT				
CUSTOM COMMERCIAL EQ	GRACO Pulse Pro System	1	\$32,165.60	\$32,165.60
CUSTOM COMMERCIAL EQ	Shipping	1	\$250.00	\$250.00
INSTALLATION				
INSTALL LABOR	INSTALLATION	1	\$6,100.00	\$6,100.00

EQUIPMENT:	32,415.60
SALES TAX:	2,792.39
INSTALLATION:	6,100.00
TOTAL AMOUNT:	41,307.99

50% Deposit Required: \$20,654.00

This proposal includes estimated applicable taxes

SCOPE OF WORK

COMMERICAL SCOPE OF WORK
Mobilize to the job site

\$41,307.99
-2,792.39 (Tax)
=\$38,515.60

Customer Initials _____ JF PETROLEUM GROUP Initials _____

Work Sequence to be as follows:

Disable & Remove Existing Balcrank System

INSTALLATION AND SET-UP OF PULSE HUB

GENERAL CONDITIONS:

The above equipment pricing is based on the installation being performed by JF Petroleum Group. Additional freight / shipping charges may apply if the customer chooses another installation contractor.

JF Petroleum Group will not be responsible for another contractor's errors or omissions that may be discovered during equipment start up. The customer will be notified of any errors

found and informed of the proper course of action. Repairs and / or adjustments as required will be performed and billed at normal JF Petroleum Group rates. Costs for additional mobilization, service work, etc. will be due and payable by customer. JF Petroleum Group will not bill a third party.

The above prices are quoted F.O.B. destination and include applicable sales tax or use tax.

Except as otherwise specified, all equipment supplied by JF Petroleum Group will be guaranteed to the furthest extent of the manufacturer's written warranty. All installation work will be guaranteed against defects in workmanship for one year from the date of start-up, not to exceed twelve (12) months from the date of substantial completion

OUR INSTALLATION PRICE IS CONTINGENT ON THE FOLLOWING:

The installation price quoted does not include disposal of contaminated soil. If encountered there will be an additional charge that will be invoiced in addition to the quoted price.

Existing wiring is to be usable, and meeting the current electrical codes. Any repairs or replacement of the existing wiring will be performed on a "time and materials" basis at our normal rates and will be an additional charge to the customer.

Existing fuel management system (including dispenser system) conduit and wiring must conform to the current manufacturer's requirements. Any repairs to or replacement of the existing wiring will be performed on a "time and materials" basis at our normal rates and will be an added cost to the customer

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

Electrical Power work or final electrical inspections.

Electrical Power/Controls/Communications work or final electrical inspections

Electrical Controls work or final electrical inspections

Conduit

Local Permits

Piping inside building

TERMS & CONDITIONS

UNLESS FREIGHT IS DEFINED AND INCLUDED ABOVE, FREIGHT CHARGES WILL BE ADDED TO THE INVOICE.

1. PURCHASE ORDER TERMS, CONDITIONS OR PROVISIONS INCONSISTENT WITH THOSE ON THIS AND THE OTHER SIDE HEREOF SHALL BE DEEMED INEFFECTIVE. It is mutually agreed that all terms, conditions and provisions (Whether printed, stamped, typed, or written) on customer's purchase order or other communications (except the description and specification of goods, ordered, quantity, price, invoice number, shipping instructions and tax exemption certificate) shall be ineffective, and in lieu thereof, the terms, conditions and provisions on this and the other side hereof shall govern all orders and shall be applicable thereto with the same force and effect as if they physically appeared thereon. An acknowledgment of any such order or communication, or the making of deliveries pursuant thereto shall not be construed as an acceptance or approval of any terms, provisions or conditions printed, stamped, typed or written on such order or communication inconsistent with those herein set forth. No waiver, alteration or modification of the terms and conditions on this and the other side hereof shall be binding unless in writing and designed by an Executive Officer or Sales Manager of JF PETROLEUM GROUP. For purposes hereof, the terms "we", "us" and "JF PETROLEUM GROUP" shall mean

Customer Initials _____ JF PETROLEUM GROUP Initials _____

JF Acquisition, LLC.

2. We will not accept goods returned for credit, unless we previously approve such return for credit in writing, in conformance with the Returns Goods Policy and subject to applicable restocking fees.

3. ALL EXPRESS AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED (INCLUDING THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTY OF TITLE) THAT ARE NOT OTHERWISE INCLUDED ON THE FACE HEREOF, OR PUBLISHED BY THE MANUFACTURERS INVOLVED. IN NO EVENT SHALL THE OBLIGATION OF JF PETROLEUM GROUP EXTEND BEYOND THE REPAIR OR REPLACEMENT OF ANY PRODUCT SOLD BY IT WHICH PROVES TO HAVE BEEN DEFECTIVE, AND THEN ONLY IF THE PRODUCT IS RETURNED TO THE DESTINATION WE DESIGNATE WITH ALL TRANSPORTATION CHARGES PREPAID AND IS FOUND BY INSPECTION TO HAVE BEEN DEFECTIVE. NO MERCHANDISE SHALL BE RETURNED WITHOUT JF PETROLEUM GROUP'S PRIOR WRITTEN AUTHORIZATION. WRITTEN NOTICE OF CLAIMED DEFECTS MUST BE GIVEN BY THE CUSTOMER TO JF PETROLEUM GROUP WITHIN A REASONABLE TIME AFTER DELIVERY OF THE PRODUCT TO THE CUSTOMER, AND IN NO EVENT LONGER THAN TWO WEEKS.

4. By acceptance of proposal, Customer grants to JF PETROLEUM GROUP a security interest in all equipment or merchandise delivered hereunder which security interest shall remain in full force and effect until JF PETROLEUM GROUP has received payment in full. Customer agrees to execute all documents necessary to perfect the lien of said security interest, as required by JF PETROLEUM GROUP prior to delivery of equipment and merchandise. Customer agrees that, if required by JF PETROLEUM GROUP to do so, it will obtain the execution of any document necessary to perfect said security interest in any equipment or merchandise to be attached to or placed in the ground by the owner of the site, prior to the attachment or burial of such equipment or merchandise. Customer's failure to comply with the terms hereof shall give JF PETROLEUM GROUP the right to cancel at its option, the agreement without further obligation to Customer.

5. The terms of FOB Shipping Point shall apply to all equipment shipments. JF PETROLEUM GROUP shall not be responsible for loss or damage to equipment or merchandise while in transit on any carrier not owned by JF PETROLEUM GROUP. Any claim made for such loss or damage shall be made by Customer against the carrier.

6. Deliveries shall be subject to availability of equipment or merchandise at the time specified for delivery. JF PETROLEUM GROUP shall have no liability for delays caused by unavailability of equipment or merchandise, or by strikes, fire or other event beyond the control of JF PETROLEUM GROUP. To the extent there is such delay or suspension resulting in increased cost or expense to us, JF PETROLEUM GROUP shall be entitled to receive an adjustment to compensation and any other terms and conditions applicable and as reasonably necessary, on an equitable basis to account for such increase.

7. Orders placed with us and accepted by us are not subject to cancellation except with our consent. Additionally, Customer may, at any time in writing, request changes in, additions to or deletions from the purchase order; however, such changes are subject to our consent. JF PETROLEUM GROUP will be entitled to an adjustment in compensation for any changes that is performed on a cost-reimbursable or time and materials basis.

8. If items are manufactured in accordance with Customer's designs, blueprints, drawings, samples or specifications, the Customer shall indemnify and save seller harmless from any and all expenses, injury or loss arising out of Claims of Patent Infringement because of the manufacture, use, or sale of such products.

9. The interpretation, validity and enforcement of these Conditions or any resulting order, and all legal actions brought under or in connection with the subject matter of these Conditions or any resulting order, shall be governed by the laws of the State of North Carolina (except that any conflict of laws principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).

10. In the event that any suit is instituted concerning or arising out of the agreement, the prevailing party shall be entitled to recover all of such costs, including, but not limited to, the court costs, reasonable attorney's fees and other costs related to collection.

11. If any of these conditions are held invalid the remainder of the conditions shall not be affected thereby.

12. With respect to all items manufactured in accordance with Buyer's design, blueprints, drawings, samples, or

Customer Initials _____ JF PETROLEUM GROUP Initials _____

specifications, Customer will accept under-runs and over-runs on each individual item not exceeding 10% of the quantities ordered and the billings adjusted accordingly.

13. For any dispensers that require temporary storage by JF PETROLEUM GROUP because they are not being installed by JF PETROLEUM GROUP, and are not being shipped directly to a customer site, execution of a bill and hold agreement will be required. JF PETROLEUM GROUP will provide up to 30 days of free storage on all new dispensers ordered. All requests for temporary storage of new dispensers must be made in writing at the time of the execution of this agreement. Additionally, an anticipated delivery date to the installation site must be specified. Upon production, JF PETROLEUM GROUP will arrange delivery of finished goods/ dispensers to the Bill & Hold warehouse and invoice the customer. Standard payment terms will apply. After the initial 30 days of storage of the goods, a fee is charged to the customer at a rate of 0.5% per month of net invoiced amount of equipment in storage for a maximum of six (6) months after original invoice date. To release equipment for shipment from the Bill & Hold warehouse, customer must advise their JF PETROLEUM GROUP Customer Service Representative via e-mail. It normally takes 3-5 business days to ship equipment from the Bill & Hold warehouse. Customer is responsible for charges until equipment is physically removed from the warehouse. Upon expiration of the 6-month maximum storage period, customer will be notified that the goods will be shipped to the location noted on the original bill & hold request form. Customers will be notified 3-5 business days in advance of the shipment so as to provide an opportunity to confirm routing instructions. Note: Standard warranty period begins at date of invoice for all equipment. Please do not leave equipment in Bill & Hold for an extended length of time.

14. This proposal is intended for prompt acceptance by Customer and, if not accepted within 30 days, may be withdrawn by JF PETROLEUM GROUP without notice. In any event, due to the uncertainty of prices of components, materials, equipment, transportation, supplies, and manufacturer storage the prices quoted are those currently in effect. If prices increase at any time due to circumstances beyond JF PETROLEUM GROUPS control, such increase shall be added to the quote, contract price and/or invoiced amount associated with this proposal. JF PETROLEUM GROUP shall itemize such increases upon receipt of a signed order.

If increases are unacceptable to Customer, Customer may elect to cancel its order.

15. Customer shall not assign any rights or delegate any duties or obligations pursuant to the agreement without our written consent. Any assignment or delegation made without our express written consent will be without effect.

16. On any underground tank installation, Customer agrees to supply hold-down product at job site at time of excavation.

17. Any unforeseen underground condition, i.e., water, rock, electric and water lines, disposal of contaminated soils, or other obstacles will be charged to Customer on a time and materials basis.

18. Backfill will be with on-site material unless otherwise specified.

19. JF PETROLEUM GROUP reserves the right to approve the credit of all Customers. To Customers with approved credit, JF PETROLEUM GROUP offers the following terms:

POS, DISPENSER and FLEX PAY KITS: NET 10 DAYS FROM DATE OF INVOICE;

EQUIPMENT WILL BE INVOICED UPON SHIPMENT FROM MANUFACTURER

INSTALLATION: NET UPON COMPLETION WITH PROGRESS PAYMENTS DUE ON PRESENTATION

If Customer's credit is not approved, JF PETROLEUM GROUP shall notify Customer of that fact within 21 days after receipt of a signed Order. In such event, JF PETROLEUM GROUP reserves the right to require, at its option, a substantial deposit, or such other payment arrangements as shall be acceptable to JF PETROLEUM GROUP. Customer's failure to comply with such payment arrangements shall give JF PETROLEUM GROUP the right to cancel the agreement without further obligation to Customer.

20. Customer initials indicate request for Bill & Hold service and acceptance of the following terms. _____.

Bill & Hold is a service offering JF PETROLEUM GROUP will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. JF PETROLEUM GROUP will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. The products will transfer to the customer at invoicing. Payment terms will not be altered or extended in arrangement. Once products are invoiced and placed into Bill & Hold, they will be segregated and marked

Customer Initials _____ JF PETROLEUM GROUP Initials _____

connection with a Bill & Hold as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF PETROLEUM GROUP will have no entitlement to the products in Bill & Hold.

ACCEPTANCE

This proposal, when accepted by the purchaser, and final approval of Seller's Representative, will constitute a bona fide contract between us, subject to all terms and conditions on the reverse side.

It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

Company Name _____

Signature _____ Date _____

Print Name _____

Print Title _____

JF PETROLEUM GROUP Acceptance

Signature of Company Representative _____

Title: _____

Date: _____

Customer Initials _____ JF PETROLEUM GROUP Initials _____