



EXCEPTION TO PROCESS REQUEST
Finance and Management Services – Purchasing Division

DEPARTMENT AND VENDOR INFORMATION		
Department/Division PWA Admin	Department Contact/Requester Christy Kindig	Date/Term of Agreement 04/05/2023
Vendor Name Tolar Manufacturing	Vendor Email & Phone pmerrick@tolarmfg.com 951-547-8209	Vendor Representative Patrick Merrick
Type of Contract: <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Change Order <input type="checkbox"/> Increase	Requisition No.	Amount (including all fees & taxes) \$ 776,527.15
Type of Exception (check all that apply): <input type="checkbox"/> Sole Source <input type="checkbox"/> Piggyback <input type="checkbox"/> Aesthetics <input type="checkbox"/> Grant dictates vendor awarded <input checked="" type="checkbox"/> Other – explain below <input type="checkbox"/> Emergency Purchase – Provide Emergency PO pre-approved and assigned by Buyer: _____ <input type="checkbox"/> Preservation of life, health, or property <input type="checkbox"/> Formal solicitation previously attempted, but yielded no responsive solicitations or lowest, responsible bidder is not being awarded. Please provide more information below. Provide solicitation number: RFP/IFB # _____		
JUSTIFICATION		
Description - Provide a detailed description. Attach additional page(s) if needed. Metal advertising and non-advertising shelters, benches, and trash receptacles to be installed at 35 bus stops throughout the City as part of OCTA's Measure M2, Project W Safe Transit Stops Program. This purchase will be paid using grant funds.		
Justification for exception to competitive bidding process request: <i>Explain why this purchase cannot be procured using the City's competitive bidding process or current Purchasing Policies and Procedures. Attach additional page(s) if needed.</i> The City desires to maintain an established aesthetic standard for the purpose of preserving appearance. Tolar Manufacturing has manufactured all of the new bus shelter furniture purchased for the City beginning 2021.		
CERTIFICATIONS		
I certify that: <ul style="list-style-type: none"> Purchase will not be split to circumvent the City's established Purchasing Policies and Procedures. It is my responsibility to verify vendor's compliance with the City's insurance and prevailing wage requirements (DIR) prior to commencement of any work on City property. I have verified due diligence has been performed by myself or department staff and can confirm purchasing these products/services in accordance with the City's established Purchasing Policies and Procedures is not advantageous to the City. 		
APPROVAL		
All <input type="checkbox"/> >\$5,000: Purchasing Manager and Division Manager approvals required Non-Public Work Projects: <input type="checkbox"/> \$25,000 – \$50,000: City Manager and Executive Director approvals required <input type="checkbox"/> >\$50,000: City Council approval required Public Work Projects: <input type="checkbox"/> \$25,000 – \$250,000: City Manager and Executive Director approvals required <input type="checkbox"/> > \$250,000: City Council approval required		
Requester's Name CHRISTY KINDIG	Signature 	Date 4/6/23
Division Head/Manager's Name RODOLFO ROSAS	Signature 	Date 4/7/23
Purchasing Manager's Approval Karla Lopez		Date 05/08/23
Additional approvals required for procurements exceeding \$25,000:		
Executive Director/Designee's Name	Signature	Date
City Manager's Approval		Date



Quote No:	21513PMR1
Date:	12/14/2022
Quote Expires:	30 Days
Sales Contact:	Patrick Merrick
Phone:	951-547-8209
Email:	pmerrick@tolarmfg.com

Customer:	Project:
Christy Kindig City of Santa Ana 20 Civic Center Plaza Santa Ana, CA 92702	Project W Santa Ana Bus Shelters

Lead Time:	16 Weeks From receipt of signed written order, and all required approvals.
Terms:	Net 30 Days From Invoice Terms subject to change. Final terms to be determined based on credit history & bonding.

Item:	Qty:	Description:	Unit Price:	Ext. Price:
1	30	12' Tolar Signature Sunset Transit Advertising Shelter (37884-00) featuring: Sunset series extrusion, radius roof, 1/8" aluminum roof panels secured with gasketed pressure ribs, perforated aluminum branding element with location plaque (street names by others), City logo disc with logo (2) on the upstream end, flat back to back media display kiosk downstream with two side hinged display doors containing 3/16" clear tempered glass, durable baked powder coat finish color RAL 9004 Signal Black, adjustable leveling shoes with spun escutcheon shoe covers, stainless steel anchors and all installation hardware-illumination quoted below-benches and trash receptacles quoted separately	\$ 8,160.00	\$ 244,800.00
2	30	Tolar USC RAD 170 featuring dusk to dawn solar powered LED illumination under the shelter roof, 8 hours of illumination in the media display kiosk (after dusk or 2/6 split), powder coat finish RAL 9004 Signal Black	\$ 4,450.00	\$ 133,500.00
3	18	12' Tolar Signature Sunset Transit Non-Advertising Shelter (35835-XX) featuring: Sunset series extrusion, radius roof, 1/8" aluminum roof panels secured with gasketed pressure ribs, perforated aluminum branding element with location plaque (street names by others), City logo disc with logo (2) on the upstream end, durable baked powder coat finish color RAL 9004 Signal Black, adjustable leveling shoes with spun escutcheon shoe covers, stainless steel anchors and all installation hardware-illumination quoted below-benches and trash receptacles quoted separately	\$ 6,660.00	\$ 119,880.00
4	18	Tolar USC RAD 100 featuring dusk to dawn solar powered LED illumination under the shelter roof, powder coat finish RAL 9004 Signal Black	\$ 2,175.00	\$ 39,150.00
5	58	6' Steel Strap Bench with back, city branding (Model 37824-111), two seat delineators, premium durable baked powder coat finish process with sandblast and pretreat process, zinc anchors	\$ 1,340.00	\$ 77,720.00



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6	67	32 Gallon steel strap trash receptacle with hard rubber liner, hinged and lockable door-lock by others, (Model 32915-111), premium, durable baked powder coat finish process with sandblast and pretreat process, zinc anchors	\$ 1,340.00	\$ 89,780.00

Quote / Order Authorized By:	
Signature:	
Print Name:	
Date:	
PO No.	

Sub-Total:	\$ 704,830.00
ESTIMATED Freight:	
FIRM Freight:	\$ -
TOLAR Delivery:	\$ 5,950.00
CA State Sales Tax	9.25% \$ 65,747.15
Total:	\$ 776,527.15

Pricing Notes:

1. Local/State sales and/or use taxes are not included and are the responsibility of the purchaser, unless specified above.
2. If requested, structural engineering calculations from a licensed engineer in the state of installation are additional cost of \$1,200.00 per design/model.
3. Products are shipped knock down & unassembled in bulk packaging for unloading and installation by others. Hardware boxed by unit. Installation instructions are provided.
4. Freight cost is an ESTIMATE ONLY. Freight is invoiced at actual cost, without mark up, at time of shipment, unless specified above.
5. Client provides unloading at destination, including forklift and labor as necessary.
6. Processing fee of 3% of total charge amount is additional and charged on all credit card payments.

Standard Terms and Conditions

These Terms and Conditions are attached to and incorporated by reference into the Proposal for products or services ("Proposal") provided by Tolar Manufacturing Company, Inc. ("we", "our" or "us").

1. Drawings and Specifications: All drawings and specifications submitted to our clients or potential clients are proprietary in nature and remain our property. They may be viewed, printed and distributed, without alteration, as reference for sales or for the process of specifying products for use. Detailed shop and erection drawings are provided to allow for field installation or repair. Sealed and stamped engineering calculations and drawings from an engineer licensed in the state of installation, if required, can be made available for an additional charge. Customers that provide their own drawing packages will retain ownership and be covered under a separate agreement.
2. Vendor Status: Tolar Manufacturing Company, Inc. is a vendor supplier of manufactured products; is not a subcontractor or contractor; and is not subject to retainage or liquidated damages for any reason.
3. Payment Terms: Payment terms for services rendered or products manufactured by us shall be determined by us based on our determination of the credit worthiness of buyer and may require a deposit at time of order. Products are invoiced as shipped.
4. Late Payment Penalty: Buyer agrees to pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) on the unpaid balance with respect to any late payments. In addition, buyer will pay all our costs and expenses, including actual attorney's fees, incurred in connection with enforcing the Proposal and/or collecting any past due payments. In the event buyer fails to make any payment when due, we have the right of setoff, the right to terminate the Proposal and/or to suspend further deliveries to buyer and the right to recover damages in addition to any other remedies available to us as a matter of law. Buyer has no right to setoff.
5. Cancellation: If an order is cancelled by buyer after receipt of order authorization, and cancellation fee of 10% of order value may be assessed to the buyer, in addition to an the cost of materials purchased for the order, which may be invoiced to the buyer at time of cancellation.



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6. Delivery, Title and Receipt: Unless otherwise provided in the proposal, all shelters are prefabricated and shipped knock-down and in bulk format (not packaged individually) for ease of handling and fast on-site installation. Neither buyer nor consignee shall have the right to direct or re-consign the goods to any other destination without our consent. All sales of products are F.O.B. our plant. Risk of loss of the products shall transfer to buyer upon delivery of the products to the common carrier.
7. Delivery Charges: Unless otherwise provided in the Proposal, buyer shall bear all the costs of transportation, including without limitation loading, unloading, storage, and freight charge. All delivery quotes allow for an approximate 2-hour unload window for a full truck. If this window is exceeded, additional charges may apply. All price quotes given for delivery are based on estimates obtained at the time the quote was requested. Actual freight charges may vary.
8. Delivery Dates: Any delivery date(s) or period of delivery provided for in the Proposal is approximate and does not guarantee a particular date(s) or period of delivery. Estimated lead times are provided in the quote. Under no circumstances will we be liable for delay in delivery occasioned in whole or in part, by fire, flood, explosion, casualty, riot, strike, embargo, transportation delay, breakdown, accident, act of God or the public enemy, government authority, by our inability to secure materials, fuel, supply power or shipping space or any other circumstances beyond our reasonable control.
9. Delayed Shipment: If buyer delays shipment, we may invoice for products when ready for shipment and, at our option, we may charge reasonable daily storage fees.
10. International Freight: We require the services of freight forwarder for all international shipments. Buyer may select the freight forwarder, subject to our approval. All fees, taxes and additional charges, in addition to the actual freight costs, are the responsibility of buyer.
11. Returns: Due to the custom nature of our products, we cannot accept returns and we cannot permit cancellations once work has commenced.
12. Manufacturer's Warranty: Our manufacturer's warranty is set forth in a separate document.
13. Limitation of Liability: WE ARE NOT LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL, INCLUDING LOST PROFITS, LOSS OR USE, LOSS OF REVENUE OR COST OF CAPITAL. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO OUR MISCONDUCT, BUYER AGREES THAT THE TOTAL DAMAGES THAT CAN BE AWARDED IN ANY CLAIM BY BUYER RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PAID BY BUYER TO US UNDER THE PROPOSAL. BUYER AGREES THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
14. Governing Law, Jurisdiction and Venue: The Proposal shall be governed by and construed in accordance with the laws of the State of California without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of California and the United States District Court for the Central District of California.
15. Amendment: No amendments to these Terms and Conditions can be made unless submitted in writing to us and signed and accepted by our President or his designee.