



Don Strickland, Executive Director
313 S. Stadium Rd, Florence, SC 29506 • Phone: (843) 665-2227 • Email: info@pdrta.org • Website:

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Rennie McManus-McCoy

Belva Britt

BLANKET PURCHASE AGREEMENTS

BPA Number: 012024-1000

THIS BLANKET PURCHASE AGREEMENT (BPA) (herein after “Agreement”) is made and entered in effective as of this *23rd day of February 2024*, by and between *Pee Dee Regional Transportation Authority (“PDRTA”)* a special purpose district, and *Tolar Manufacturing Company, Inc.* (hereafter the “Contractor”). This Agreement includes the IFB012024 issued by Pee Dee Regional Transportation Authority dated 5 January 2024, and the Contractor’s proposal dated 1 February 2024, and any amendments thereto. These documents are as fully a part of the Agreement as if attached to this Agreement or repeated herein.

RECITALS

WHEREAS, PDRTA desires to engage a Contractor to provide the following contract product(s) that can be ordered un this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract: *Bus Shelters* (the “Product”). See Appendix A for schedule/pricing.

WHEREAS, PDRTA is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide the products required.

WHEREAS, The Contractor is agreeable to providing the products on the terms and conditions set out in this Agreement.

AGREEMENT

In consideration of the forgoing recitals and in consideration of the mutual covenants, conditions, stipulations, and agreements herein contained, the receipt and sufficiency of which is acknowledged by the parties, it is agreed follows:

1. Terms of Contract

The Contractor agrees to provide the services described above for the period beginning *23 February 2024 through 22 February 2025*. *The option to renew for four (4) additional years shall be at the discretion of PDRTA and shall be communicated to the Contractor no later than 1 December 2025*. This Agreement may be terminated by either party, without cause, upon thirty (30) days’ written notice. PDRTA, in its sole discretion, may increase or decrease the scope of the Services at any time with proper notice to the Contractor. For purposes of this Section 1, “proper notice” means at least 24 hours of prior written notice by hand, email, US Mail, or other written electronic means. PDRTA has estimated in Appendix A but does not guarantee the volume of purchases through this agreement.

2. TERMS OF PAYMENT; EXPENSES

A. The parties agree that this BPA does not obligate any funds until an order is placed against this BPA. PDRTA shall not be liable to the Contractor for any expenses paid or incurred by the Contractor incurred in the performance of the Services unless expressly stated in this Agreement.



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Orders will be placed against this BPA via email request or oral communications.

Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slip that must contain the following information as a minimum:

- (a) Name of Contractor
- (b) BPA Number
- (c) Task/Delivery Order Number
- (d) Date of Purchase
- (e) Quantity, Unit Price and Extension of Each Item
- (f) Date of Shipment

The requirement of a proper invoice is specified in PDRTA contracts. Invoices will be submitted to the specifications below:

Mail: Pee Dee Regional Transportation Authority

Finance Department

313 S. Stadium Rd

Florence, SC 20506

Or

Email: rplanter@pdrt.org

B. The pricing is firm and fixed for the first year. Pricing for each following year of the contract period is to be adjusted based on annual percentage change in the Producer Price Index (PPI Series WPS107: Metals and Metal Products: Fabricated Structural Metal Products).

C. Freight/Shipping cost is estimated at time of order, based on actual order/shipment quantities. Freight costs are invoiced at actual cost, passed through without mark up, to provide a cost savings for our customers. Client provides forklift and labor for unloading at destination as necessary.

D. In addition to the product models specifically identified in the cost form or contract documents, Tolar Manufacturing Company provides a standard 10% discount from retail pricing on Tolar products for all government contract customers. This discount applies to all Tolar products including standard and custom designed shelter models, transit passenger amenities, and parts. Product pricing is available by formal quotation, which includes estimates of freight and any related charges at the time of order.

3. MATERIALS; STAFFING; BENEFITS

A. The Contractor shall supply, at his own expense, all manpower, material, supplies, equipment, and tools required to accomplish the work agreed to be performed in accordance with this agreement.

B. The Contractor shall be solely responsible for hiring or retaining manpower to organize, staff and otherwise support the Services, and all ancillary activities related to such Services. The Contractor shall conduct background checks and otherwise conduct a review of all such staffing in a manner and with such scrutiny that is reasonable given the nature of the individual's involvement with the PDRTA programs and contact with the public. The Contractor shall be solely responsible for the conduct and safety of any manpower that are hired or retained by the Contractor to perform the Services. Payroll taxes, including federal, state, and local taxes, shall be withheld or paid solely by the Contractor. The Contractor, including any manpower engaged by Contractor, shall not be treated as an employee of PDRTA for federal or state tax purposes with respect to the Services



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performed under this Agreement. PDRTA bears no responsibility for the employment, engagement or retention of any person employed or engaged by the Contractor. The Contractor shall be responsible to pay all taxes as mandated by law.

C. Since the Contractor and any associated manpower retained by the Contract are not employees of PDRTA, the Contractor is not eligible for and shall not participate in any employer benefit of PDRTA including pension, health, or other fringe benefits.

D. PDRTA shall not obtain worker's compensation insurance on behalf of the Contractor or any manpower of the Contractor. The Contractor shall comply with all workers compensation laws concerning its business and its manpower. Upon request, the Contract shall provide PDRTA with a certificate verifying proper and sufficient worker's compensation insurance coverage for the Contractor and any manpower associated therewith.

4. ASSIGNABILITY

This Contract may not be assigned by either party except by written agreement by both parties.

5. INSURANCE; INDEMNITY

A. The Contractor shall maintain adequate accidental injury insurance. The Contractor shall, at all times during the term of this Agreement, maintain general liability insurance coverage of not less than \$1,000,000 per incident to answer to claims for personal injury or property damage that may arise from performance of the Services. As requested by PDRTA, the Contractor shall list PDRTA as an "additional insured" on any such insurance policy. The Contractor shall provide PDRTA with a certificate verifying such coverage as of the date first written above and upon each instance during any term of this Agreement that such coverage is renewed.

B. The Contractor further agrees and does hereby indemnify and hold harmless PDRTA from any and all claims or demands for damages, either in law or in equity arising out of or by virtue of this Agreement.

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, applicable to contracts between South Carolina residents, entered into to be performed entirely within the State of South Carolina.

7. MISCELLANEOUS

A. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

B. This Agreement may be executed in duplicate originals and in several counterparts, and all of which duplicate originals and counterpart originals when taken together shall constitute the Agreement in its entirety.

C. Any notice given in connection with this Agreement shall be given in writing and delivered in person, by US mail, email, or other responsive electronic means.



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D. This is the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only by writing that is signed by each of the parties.

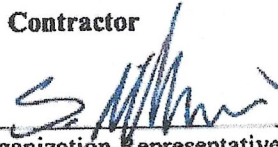
E. A waiver by either party hereto of any breach of any provisions of this Agreement shall be limited to such particular instance and shall not operate as a waiver of or be deemed to waive any future breaches of said provisions.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the first written above.

PDRTA

Contractor

By: Don Strickland
Executive Director or Designee

By: 
Organization Representative

Dated: February 23, 20 24

Dated: FEBRUARY 13, 20 24

By: 
Tyron Jones, Chairman

Date: Feb. 22, 20 24



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Appendix A

LINE ITEM #1	QUANTITY	UNIT OF MEASURE	UNIT PRICE
BUS SHELTER Tolar Shelter Model 34325-00	1	Each	\$10,685.00
WARRANTY	1	Each	included
SC ENGINEERING WITH STAMPED DRAWINGS AND STRUCTURAL CALCULATIONS FOR SHELTER MODEL TO INCLUE CONCRETE	1	Each	\$1,600.00
OPTION Tolar Trash Receptacle	1	Each	\$710.00
OPTION Tolar RMS99F Solar	1	Each	\$2,785.00
OPTION Tolar Bench Model	1	Each	\$655.00
OPTION Tolar Bike Loop Model	1	Each	\$180.00
OPTION Tolar Map Case Model	1	Each	\$605.00
OPTION Tolar RMS80F Solar Lights	1	Each	\$1,920.00
OPTION Anti-Graffiti Clear Coat	1	Each	\$905.00



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Appendix B

Vendor Application

Business Name: Tolar Manufacturing Company, Inc.

Address: 258 Mariah Circle, Corona, CA 93879

Email: swilliams@tolarmfg.com

Phone: 915-808-0081