

RESOLUTION NO. _____

A RESOLUTION WAIVING FORMAL BIDDING REQUIREMENTS AND AUTHORIZING PAYMENT TO TOTER, INC. FOR THE PURCHASE OF WASTE BINS FOR THE NORTH LITTLE ROCK SANITATION DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, Ark. Code Ann. § 14-58-303(b)(2)(B) provides that the City Council by resolution may waive the competitive bidding for purchases exceeding the amount of \$42,921 where bidding is not feasible or practical, or as provided under § 14-58-104; and

WHEREAS, pursuant to Ark. Code Ann. § 14-58-104(20)(C), the City Council may purchase goods or services if the governing body has approved by resolution the purchase of goods or services through procurement procedures used by an association of governments or governmental agencies (“cooperative purchasing agreements”); and

WHEREAS, pursuant to Resolution No. 10966, the City Council of North Little Rock has authorized the City to enter into a cooperative purchasing agreement with Sourcewell;

WHEREAS, the City is in need of waste bins for Sanitation Department; and

WHEREAS, Toter Inc., 1661 Frontera Road, Del Rio, Texas 78840, can provide the waste bins through the cooperative purchasing agreement with Sourcewell; and

WHEREAS, the cost of the waste bins is Forty Seven Thousand One Hundred Fifty Nine and 42/100 Dollars (\$47,159.42)(see Quote attached hereto as Exhibit A).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That formal bidding is hereby waived in connection with the purchase of waste bins from Toter, Inc. in the amount of Forty Seven Thousand One Hundred Fifty Nine and 42/100 Dollars (\$47,159.42).

SECTION 2: That the cost of the waste bins shall be paid from the Sales Tax Capital Improvement Fund – Sanitation Equipment (20-027-53310).

SECTION 3: That the provisions of this Resolution are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

Terry C. Hartwick
Mayor Terry C. Hartwick *by AF*

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

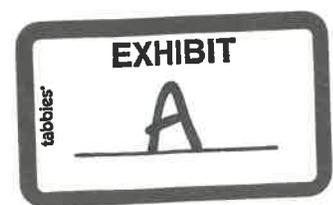
Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	<u>10:49</u>	A.M.	_____	P.M.
By	<u>A. Fields</u>			
DATE	<u>5-20-25</u>			
Diane Whitbey, City Clerk and Collector				
North Little Rock, Arkansas				
RECEIVED BY	<u>[Signature]</u>			



1661 Frontera Rd, Del Rio, TX, 78840
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10346454



Sell To:

Contact Name	Condo Breedlove	Ship To Name	City of North Little Rock
Bill To Name	City of North Little Rock	Ship To	1208 Sycamore
Bill To	300 Main St North Little Rock, AR 72114 USA		North Little Rock, AR 72114 USA
Email	cbreedlove@nlr.ar.gov	Quick Ship	
Phone	(501) 371-8340 / (501) 806-6294		

Quote Information

Salesperson	Rebecca Delander	Expiration Date	5/23/2025
Salesperson Email	rdelander@wastequip.com	Quote Number	WQ-10346454
Salesperson Phone	(651) 358-7136		Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	--Body Color - (709) Bluestone --Lid Color - (200) Black --Body Hot Stamp on Both Sides (Existing) in White --Wheels - 10in Sunburst --Customer Serial Number Hot Stamped on Front of Cart Body in White --2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed --Warranty - 12 Yrs Cart Body, All other components 10 Yrs	624.00	\$64.79	\$40,428.96

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$40,428.96
Shipping Terms	FOB Origin	Shipping	\$2,639.00
		Tax	\$4,091.46
		Grand Total	\$47,159.42

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve



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the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.

Special Contract Information

Sourcewell – Pricing and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#120324-TOT, eff. 4/4/2025), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By:

A. Breckell

Company Name:

North Little Rock, City of

Date:

05/12/25

Purchase Order:

Please Reference Quote Number on all Purchase Orders