

PROPOSED SOLE SOURCE
ADVERTISEMENT

The City of Gulfport, MS is announcing the proposed sole source MRL Mini Mac 400 Thermoplastic Detail Striper. Justification of said purchase may be found at www.gulfport-ms.gov.

Publish Dates:
04/06/23 and 04/13/23

SOLE-SOURCE PURCHASE

MS Code Section 31-7-13 (m)(viii)

“This is to certify that this purchase covers a commodity which is available from one source only and neither comparative nor competitive quotations can be obtained.”

Sole Source certifications should be signed by the individual responsible for the justification. Attach letter from Supplier certifying that they are a Sole Source Supplier of the item be requested.

1. Do other companies make similar commodities that will do the same job or meet the same goals?

Yes No

2. How is this item unique from all others? The mini mac 400 allows for simultaneous line width adjustment during installation. The machine can change from a 4", 6", 8", 12" line width.

3. What can this item do that the others can't? The Mini Mac 400 is offered in both right handel & left hand drive.

4. Is there a copyright or patent on the commodity? Unknown

5. Is this item available from other distributors? No

Signature





March 30, 2023

To Whom It May Concern:

Please be advised that Mark Rite Lines Equipment Company, Inc. in Billings, Montana, is the sole source manufacturer of the ***MRL Mini Mac 400 Thermoplastic Detail Stripper and MRL Mini Mac Transport Trailer***, and as such is the only establishment authorized to sell, evaluate, train, and service this equipment. No other vendor, dealer or distributor sells this equipment.

If you have further questions regarding this sole source letter, please do not hesitate to contact us directly at 406-869-9900.

Sincerely,

A handwritten signature in black ink, appearing to read 'Liz Harding', with a large, stylized flourish at the end.

Liz Harding
Sales Operations



MRL Mini Mac 400 Thermoplastic Detail Striper



TO: City of Gulfport / H2Oinnovation
4050 Hewes Avenue
Gulfport, MS 39507
Contact: Ken Northington
Phone: 228-518-1254
Email: ken.northington@h2oinnovation.com

DATE: March 30, 2023

TERMS: Signed quotation and Purchase Order to initiate the order. Balance due net 30 upon receipt of equipment at customer location. All funds are in U.S. Dollars. The price is exclusive of any and all local, state and/or federal taxes that are applicable to the equipment. The buyer is responsible for all United States Federal, State and Local taxes and any Import or Export fees.

FOB: Billings, MT

DESCRIPTION:

- One (1) MRL Mini Mac Model 400 self-propelled thermoplastic ride-on detail striper designed to apply ribbon extrusion thermoplastic markings for intersection work, symbols, legends and short line striping. The Mini Mac 400 is designed to be supplied with heated thermoplastic material from a separate thermoplastic pre-melting kettle not included with the striper purchase.

DESIGN FEATURES:

- Welded tubular steel frame.
- 4-wheel self-propelled chassis with rear steering via a dual wheel, rear pivot steering system.
- 25hp Kohler or Vanguard LPG engine with electric start to power the hydraulic system. Engine hour meter.
- Hydrostatic one pedal forward, 0-7.5 mph (0-12km) and reverse drive system.
- Fully enclosed internal electronic hydraulic brake system w/ manual hydraulic bypass relief.
- 400lb. / 182kg. capacity oil jacketed non-pressurized thermoplastic material tank with integral thermoplastic material pump. Electronically controlled Pump RPM with RPM indicator gauge.
- Thermostatically controlled LPG heat transfer oil heating system with oil circulation pump and digital controls.
- Ribbon extrusion gun with adjustable slides that allow application widths of 4" – 13" (10cm - 33 cm).
- Ribbon extrusion gun air lift control with locking pin for transport.
- Single drop glass bead system with 100lb. / 45kg bead hopper, three (3) glass bead guns equipped with adjustable air injection system. *Optional Double Drop Bead System available.*
- 8 cfm 110psi air compressor with adjustable air unloader and moisture separator for glass bead system, operating solenoids, ribbon gun lift and thermoplastic material "blow down" system.
- Electrical control console with electronic burner control, gun on/off switches, gun test switches, pilot light and remote E-Stop engine shutdown switch.
- Adjustable alignment pointer guide equipped with operator activated air lift. *Optional Laser Pointer available.*
- Safety lighting package as follows: Three (3) LED night lights - one to illuminate material tank fill port, one to illuminate forward work area and one to illuminate the application gun carriage. Two (2) Whelen LED amber strobes. One mounted on the rear of the unit, one mounted on a vertical mast above the machine.
- 40 LB. LPG tank with mounting hardware. 5 LB. fire extinguisher and mount.
- Secure travel latch built on front of machine, *optional steel latch lock to install on trailer bed available.*
- Powder coat options of Signal Yellow, Safety White, Traffic Orange and Lime Squeeze Green with silver material tank.
- MRL one-year warranty on MRL fabricated parts.
- Skipline timing system: Color Display, enables operator to program on / off skip cycles. Includes footage counters, bead lead/lag function, holds up to 3 profiles.

Base Price (as described above).....\$69,539.00

Options not included in above price: (please add to pricing)

- 1) Quad ribbon gun dispensing system (upgrade, in place of standard 13" die & slides).....\$4,635.00
 - a) Ability to have two (2) simultaneous 4-inch-wide lines in addition to on the fly adjustment between 4", 6", 8" and 12" single line width.
- 2) GL1000 Guidance Laser Pointer installed on the unit.....\$2,121.00
- 3) Spare parts kit.....\$2,905.00
- 4) MRL Mini Mac Transport Trailer.....\$15,380.00
 - a) Steel construction w/wood decking configured for the MM400 and equipment.
 - b) Two (2) 3500 lb. (1587 kg) capacity Dexter E-Z Lube Brake Drop Axles and required ICC lighting.
 - c) Approximate bed size 81" X 192" (200cm X 498cm).
 - d) Two (2) 33 lb. propane tank mounts mounted on the front of the unit. (LPG Tanks not included)
 - e) Equipped with steel tail gate / ramp for easy loading/unloading.
 - f) Equipped with quick release lock down device for securing MM unit during transport.
 - g) Includes 30-gallon non-potable water tank w/spigot, Spare Tire and trailer jack.
 - h) Bull dog ball hitch.

Total (w/Options).....\$94,580.00

*Pricing includes one (1) day Technical Start Up Training conducted at the MRL Facility in Billings, Montana.

APPROXIMATE COMPLETION: 4-6 weeks after receipt of signed quote and purchase order.

This quote is valid for 60 days. Prices are subject to change thereafter. Delivery stated is based on current inventory and order status as of this date and is subject to change. A firm build and shipment date will be assigned upon receipt of confirmed order and required deposit.

Submitted By: Kent Klein

Date: 3/30/2023

Accepted By: _____

Date: _____

MRL TERMS AND CONDITIONS OF SALE

CUSTOMER AND MRL EQUIPMENT COMPANY, INC. (THE "SELLER"), AGREE THAT SALES OF SELLER'S PRODUCTS (THE "PRODUCTS") ARE MADE ONLY UNDER THESE TERMS AND CONDITIONS, AND THAT SELLER SHALL NOT BE BOUND BY CUSTOMER'S ADDITIONAL OR DIFFERENT TERMS. ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED ON CUSSTOMER'S ACCEPTANCE OF THESE TERMS. CUSTOMER SHALL INDICATE ITS AGREEMENT TO BE BOUND BY THESE TERMS BY WRITTEN ACKNOWLEDGEMENT, BY IMPLICATION, OR BY ACCEPTANCE OF DELIVERY OF THE PRODUCTS.

NOTICE TO SELLER'S DEALERS AND DISTRIBUTORS:

P.O. BOX 31154 BILLINGS, MONTANA 59107- 5379 SOUTHGATE DR. BILLINGS, MT 59101
 PHONE: 406-869-9900 FAX: 406-896-8880 INTERNET www.markritelines.com

IF THE CUSTOMER IS A PARTY TO AN AGREEMENT THAT INCLUDES TERMS AND CONDITIONS OF SALE THAT WOULD NORMALLY APPLY TO THE TRANSACTION UNDER WHICH THESE TERMS AND CONDITIONS WERE ISSUED, THEN THESE TERMS AND CONDITIONS SHALL NOT MODIFY, SUPERSEDE OR OTHERWISE AFFECT SUCH DEALER OR DISTRIBUTOR AGREEMENT AND THE TERMS AND CONDITIONS OF SALE INCLUDED WITH SUCH AGREEMENT SHALL CONTROL.

1. Title and Risk of Loss.

A. If the Products are subject to state vehicle title laws, title and risk of loss or damage will pass to Customer on the first of the following to occur: (i) delivery of the Products to Customer; (ii) delivery of the Products to Customer's authorized agent; or (iii) delivery of the Products to any common carrier for shipment. The manufacturer's statement of origin ("MSO") shall be delivered from Seller to Customer upon Seller's receipt of payment in full.

B. If the Products are not subject to a state vehicle title law, title and risk of loss or damage will pass to Customer on the first to occur of the following: (i) delivery of the Products to Customer; (ii) delivery of the Products to Customer's authorized agent; or (iii) delivery of the Products to any common carrier for shipment.

2. **Taxes.** Product prices are exclusive of, and Customer shall pay, applicable sales, use, service, value added or like taxes, unless Customer has provided Seller with an appropriate exemption certificate for the delivery destination acceptable to the applicable taxing authorities.

3. **Prices and Payment.** All quotations shall expire thirty (30) days from date of issuance, unless otherwise set forth on the quotation or agreed in writing. Quoted prices include packing and packaging. Customer shall make payment in full prior to or upon delivery by cashier's check, or ACH transfer, unless Seller approves Customer for credit terms. If Seller approves Customer's credit application, payment shall be due no later than 30 days from the date of Seller's invoice. All sums not paid when due shall accrue interest daily at the lesser of a monthly rate of 1.0% or the highest rate permissible by law on the unpaid balance until paid in full. Unless otherwise agreed in writing by Seller, payments shall be made in U.S. Dollars. In the event of any order for several units, each unit(s) will be invoiced when shipped.

4. **Orders.** All orders are subject to acceptance by Seller, which shall be indicated in writing.

5. **Delivery.** Seller shall deliver the Products F.O.B. Seller factory and, if the Products are sold to a Customer outside the United States, shall clear the Products for export destined outside the United States. Customer shall pay all freight charges, applicable import duties, and other necessary fees and shall bear the risks of carrying out customs formalities and clearance. Orders are entered as close as possible to the Customer's requested shipment date, if any. Shipment dates are scheduled after acceptance of orders and receipt of necessary documents. Claims for shipment shortage shall be deemed waived unless presented to Seller in writing within forty-five (45) days of shipment.

6. **Non-Conforming Delivery.** Customer shall notify Seller of any visible defects, quantity shortages or incorrect product shipments in writing within five (5) working days of receipt by Customer. Failure to notify Seller within such time period shall be deemed an unqualified waiver of Customer's right to subsequently raise such objections.

7. Limited Warranty.

IF THE PRODUCTS PURCHASED ARE SOLD PURSUANT TO A WARRANTY POLICY SPECIFIC TO SUCH PRODUCTS, THEN THE POLICY SET FORTH IN SECTIONS 7-8 SHALL NOT BE EFFECTIVE AS TO SUCH PRODUCTS AND THE SPECIFIC WARRANTY POLICY SHALL CONTROL.

Subject to the foregoing paragraph, Seller's Products are warranted against defects in material and workmanship and shall conform to Seller's published specifications or other specifications accepted in writing by Seller for one year from the date Seller ships the Products to Customer ("Delivery Date").

8. **Customer Remedies.** Seller's sole obligation (and Customer's sole remedy) with respect to the foregoing Limited Warranty shall be to, at its option, return the fees paid or repair/replace any defective Products, provided that the Seller receives written notice of such defects during the applicable warranty period. Customer may not bring an action to enforce its remedies under the foregoing Limited Warranty more than one (1) year after the accrual of such cause of action.

9. **Return/Cancellation/Change Policy.** Customer may return unwanted parts Products within thirty (30) days of the Delivery Date, provided such Products are in new, unused and undamaged condition and are resalable as new products without modification or repackaging. Customer shall pay a fifteen percent (15%) restocking charge on any unwanted Products returned to Seller. No returns will be accepted after the thirty (30) day period has expired. Where custom Products or services are involved, Customer shall be responsible for all related work in progress; however, Seller shall take reasonable steps to mitigate damages immediately upon receipt of a written cancellation notice from Customer. A Return-Material Authorization number must be obtained from Seller for return of any Products. Seller may terminate any order if representative made by Customer to Seller are false or misleading. Changes to orders shall not be binding upon nor be put into effect by Seller unless confirmed in writing by Seller's appropriate representative.

10. **NO OTHER WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED ARE MADE WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. SELLER DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES NOT STATED HEREIN.

11. **No Liability for Consequential Damages.** The entire liability of Seller and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) is set forth above. To the maximum extent permitted by applicable law, in no event shall Seller and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) to be liable for any damages, including, but not limited to, any special, direct, indirect, incidental exemplary, or consequential damages, expenses, lost profits, lost savings, business interrupting, lost business information, or any other damages arising out of the use or inability to use the Products, even if Seller or its licensors, distributors, and suppliers has been advised of the possibility of such damages. Customer acknowledges that the applicable purchase price or license fee for the Products reflects this allocation of risk. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. If the foregoing limitation of liability is not enforceable because an Seller product sold or licensed to Customer is determined by a court of competent jurisdiction in a final, non-appealable judgement to be defective and to have directly caused bodily injury, death, or property damage, in no event shall Seller's liability for property damage exceed the greater of \$50,000 or fees paid for the specific product that caused such damage.

12. **Force Majeure.** Seller shall be excused for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of governments, natural catastrophes, acts of Customer, interruptions of transportation or inability to obtain necessary labor or materials. Seller's estimated shipping schedule shall be extended by a period of time equal to the time lost because of any excusable delay. In the event Seller is unable to perform in whole or in part because of any excusable failure to perform, Seller may cancel orders without liability to Customer.

13. **Limited Indemnity Against Infringement.** Seller, shall, at its own expense, defend any litigation resulting from sales of the Products to the extent that such litigation alleges that the Products or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Products in combination with equipment or devices not made by Seller or from modification of the Products, and further provided that Customer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Customer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Customer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Products are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Customer the right to use the Products, (ii) replace the Products with others which do not constitute infringement, or (iii) remove the infringing Products and refund the payment(s) made therefor by Customer. The foregoing states the Customer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Products provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

14. **Acknowledgment/Governing Law.** Customer acknowledges reading these Terms and Condition, understands them and agrees to be bound by them. A waiver of any provision of this agreement shall not be construed as a waiver or modification of any other term hereof. With respect to all orders accepted by Seller in the United States, disputes arising in connection with these Terms and Conditions of Sale shall be governed by the laws of the State in which Seller's factory is located without regard to principles of conflicts of laws. With respect to all orders accepted by Seller outside the United States, disputes arising in connection with these Terms and Conditions of Sale shall be governed by the laws of the country and locality in which Seller accepts the order without regard to principles of conflicts of laws.

15. **Intellectual Property Rights.** All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or Product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Product sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Customer agrees not to reverse engineer any Products purchased hereunder.

16. **Export Regulations.** Customer agrees to comply fully with all laws and regulations concerning the export of Products for the United States.

17. **Assignment and Subcontracting.** Seller may assign its rights and obligations by giving Customer written notice thereof but without being obligated to obtain Customer's consent prior thereto. In the even if an assignment, Seller shall be discharged of any liability pursuant to those purchases orders which have been assigned or delegated.

Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.

18. **Waiver.** No waiver will be valid unless in writing, signed by an authorized representative of Seller and no waiver granted will release Customer from subsequent strict compliance herewith.

19. **Severability: Headings.** Any provision hereunder found to be legally enforceable shall be deemed deleted and replaced with a legally enforceable provision having the closest possible intent. All other provisions shall remain in full force and effect. Headings and subheadings are for convenience only and shall not be construed to limit the applicability of individual provisions or subprovisions.