



Tel: 905.563.1444  
Fax: 905.563.4452  
Toll Free: 1.800.265.7405  
email: info@accecopowerbrush.com  
[www.accecopowerbrush.com](http://www.accecopowerbrush.com)

Head Office  
4640 Falletta Court,  
Beamsville, ON  
Canada  
LOR 1B4

United States  
3909 Witmer Road  
PMB#182  
Niagara Falls, NY  
14305-1244

June 22, 2010

State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

Subject: RFQ Number PTR10037 Response

Dear Mr. Whittaker:

Thank you for the opportunity to tender our bid for a "Portable Bus Wash System(s), as detailed in RFQ PTR10037.

Enclosed are the completed and signed RFQ sheets as well as the Addendum No. 1 and Addendum No. 2 for the ACC Eco-Powerbrush portable bus wash system as specified in this Request for Quotation.

ACC International Inc. has provided the information as requested:

- Warranty Sheet – ACC International Inc. will add one (1) year addition to the standard two (2) year warranty offered for all orders based on RFQ #PTR10037 for the life of the contract. This will meet the Three (3) year warranty as per Addendum 2, page 3 requirement.
- Literature Sheets
- Operating Manual
- Local Service Center is located at ACC International Inc.'s head office.

ACC will provide a 3 phase/230V, 2.0hp ACC Eco Powerbrush not exceeding 13' with a maximum base width of 42"X 48" and will meet all General Specifications outlined in this RFQ. Delivery time per unit after a WV-39 is issued is a minimum of 30 days from receipt at ACC International Inc.

ACC International Inc. also provides a Preventive Maintenance Program for the convenience of our customers on an annual basis. The attached documents provide the details of the program. Pricing per annum will be based on year by year basis if the location ordering a Eco-Powerbrush system decides to

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WV PURCHASING  
DIVISION

sign a maintenance contract. For the year 2010, current cost is \$750 as per detail page attached, plus travel.

ACC International Inc. is proud to announce the exclusive rights to a proprietary water treatment and recycle system for today's sensitive environmental needs. Attached is a detail sheet on the unique ability to treat hazardous materials through electro pulse technology as well as recycling the water for continuous use with the Eco-Powerbrush system. For current pricing, please call our office.

ACC International Inc. currently stocks all replacement and service parts in North America with 24 hour delivery (if necessary). All parts and schematic drawings are available on the ACC International Inc. website for the convenience of customers.

If there are any clarifications required or information missing, please do not hesitate to call myself directly.

Sincerely,



Jack Jackson

President

A.C.C. International Inc.

P: 1.800.265.7405 ext 22

F: 905.563.4452

C: 905.981.7883

E: [jjackson@accint.ca](mailto:jjackson@accint.ca)



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**PTR10037**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**FRANK WHITTAKER  
 304-558-2316**

VENDOR

~~James M. Stieva~~ **JACK JACKSON**  
**ACC International Inc**  
**3909 Witmer Road PMB #182**  
**Niagra Falls NY 14305-1244**

SHIP TO

**DIVISION OF PUBLIC TRANSIT**  
**BUILDING 5, ROOM 906**  
**1900 KANAWHA BOULEVARD, EAST**  
**CHARLESTON, WV**  
**25305-0432 304-558-0428**

|                                   |               |          |        |               |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED<br><b>05/20/2010</b> | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **06/22/2010** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE                   | AMOUNT                     |
|--|----------|-----|---------|-------------|------------------------------|----------------------------|
| 0001   | 1        | LS  |         | 075-19      | <b>\$14,900<sup>00</sup></b> | <b>14,900<sup>00</sup></b> |
| <p>PORTABLE BUS WASH</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF PUBLIC TRANSIT, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS FOR AN OPEN-END CONTRACT TO PROVIDE PORTABLE POWER WALK AROUND BUS WASHERS PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WEST VIRGINIA PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV CC KRISTA.S.FERRELL@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL IS 06/02/10 AT 4:00 PM ALL TEHCNICAL QUESTIONS, IF ANY WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND</p> |          |     |         |             |                              |                            |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                           |                                   |                                   |
|---------------------------|-----------------------------------|-----------------------------------|
| SIGNATURE<br>             | TELEPHONE<br><b>1800 265 7405</b> | DATE<br><b>JUNE 22/2010</b>       |
| TITLE<br><b>PRESIDENT</b> | FEIN<br><b>98-0404840</b>         | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABEL FD 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

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|------------|
| RFQ NUMBER |
| PTR10037   |

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|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| FRANK WHITTAKER<br>304-558-2316         |

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF PUBLIC TRANSIT  
 BUILDING 5, ROOM 906  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0432 304-558-0428

| DATE PRINTED                 | TERMS OF SALE | SHIP VIA                 | F.O.B. | FREIGHT TERMS |
|------------------------------|---------------|--------------------------|--------|---------------|
| 05/20/2010                   |               |                          |        |               |
| BID OPENING DATE: 06/22/2010 |               | BID OPENING TIME 01:30PM |        |               |

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT.</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**PTR10037**

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**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**FRANK WHITTAKER**  
**304-558-2316**

VENDOR

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE

SHIP TO

**DIVISION OF PUBLIC TRANSIT**  
**BUILDING 5, ROOM 906**  
**1900 KANAWHA BOULEVARD, EAST**  
**CHARLESTON, WV**  
**25305-0432 304-558-0428**

|                                     |               |                                 |     |               |
|-------------------------------------|---------------|---------------------------------|-----|---------------|
| DATE PRINTED<br><b>05/20/2010</b>   | TERMS OF SALE | SHIP VIA                        | FOB | FREIGHT TERMS |
| BID OPENING DATE: <b>06/22/2010</b> |               | BID OPENING TIME <b>01:30PM</b> |     |               |

| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| <p>THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION<br/>         PURCHASING DIVISION<br/>         BUILDING 15<br/>         2019 WASHINGTON STREET, EAST<br/>         CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



State of West Virginia  
 Department of Administration  
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# Request for Quotation

RFQ NUMBER  
**PTR10037**

PAGE  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**FRANK WHITTAKER  
 304-558-2316**

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

**DIVISION OF PUBLIC TRANSIT  
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 25305-0432 304-558-0428**

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 05/20/2010   |               |          |        |               |

BID OPENING DATE: **06/22/2010** BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| <p>BUYER: 44</p> <p>RFQ. NO.: PTR10037</p> <p>BID OPENING DATE: 06/22/10</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ PTR10037 ***** TOTAL: <u>\$ 14,900.00</u></p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                    |                   |                                   |
|--------------------|-------------------|-----------------------------------|
| SIGNATURE          | TELEPHONE         | DATE                              |
| <i>[Signature]</i> | 1800 265 7405 x22 | JUNE 22/2010                      |
| TITLE              | FEIN              | ADDRESS CHANGES TO BE NOTED ABOVE |
| PRESIDENT          | 98-0404840        |                                   |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'

### **Notification of Federal Participation**

Federal funding for this project is being provided by the Federal Transit Administration through Section 5311 ARRA, CFDA 20509 for 100 % of the project cost and regular Section 5311, CFDA 25029 at 80% of the project cost.

### **No Federal Government Obligations to Third Parties**

(1) The WV Division of Public Transit and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the WV Division of Public Transit, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **Program Fraud and False or Fraudulent Statements or Related Acts**

(1) The Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Transit Administration (FTA) assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.

(2) The Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Vendor, to the extent the Federal Government deems appropriate.

(3) The Vendor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **Exclusionary or Discriminatory Specifications**

The Vendor agrees that it will comply with the requirements of 49 U.S.C. § 5325(h) by refraining from using any Federal assistance awarded by the WV Division of Public Transit to support procurements using exclusionary or discriminatory specifications.

### **Geographic Restrictions**

The Vendor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA.

### **Audit and Inspection**

The Vendor agrees to permit the WV Division of Public Transit, the Secretary of the United States Department of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Contract work, materials, payrolls, and other data and records with regard to the Contract. The Vendor also agrees to permit an audit of the books, records, and accounts of the Vendor and its subcontractors.

### **Disadvantaged Business Enterprise (DBE)**

The Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The requirements of 49 C.F.R. Part 26 and the WV Department of Transportation's (WVDOT) U.S. Department of Transportation (USDOT) approved Disadvantaged Business Enterprise (DBE) Program are incorporated in the Contract by reference. The Vendor agrees to take all necessary and reasonable steps under the requirements of 49 C.F.R. Part 26 and the USDOT approved Disadvantaged Business Enterprise (DBE) Program (where required) to ensure that eligible DBEs have the maximum feasible opportunity to participate in USDOT approved Contracts. Failure by the Vendor to carry out these requirements is a material breach of the Contract, which may result in the termination of this Contract or such other remedy as the WV Division of Public Transit deems appropriate.

### **Civil Rights**

The following requirements apply to the underlying contract:

(1) **Nondiscrimination**. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, Section 303 of the Age Discrimination Act of 1974, as amended, 42 U.S.C. § 6101 *et seq.*, Section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees that it will not discriminate against

any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq. and implementing regulations, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with Section 102 of the Americans With Disabilities Act, as amended, 42 U.S.C. § 12112, the Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans With Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(3) The Vendor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### Energy Conservation

The Vendor agrees to comply with, and obtain the compliance of its subcontractors, with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

#### Clean Air & Clean Water Requirements

(1) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7414 and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and Section 508 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1368, and other provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Vendor agrees to report each violation to the WV Division of Public Transit and understands and agrees that the WV Division of Public Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided from FTA.

#### Application of Federal, State and Local Laws and Regulations

To achieve compliance with changing federal, state and local requirements, the Vendor shall note that federal, state and local requirements may change and the changed requirements will apply to this Contract as required.

#### Labor Provisions

The Vendor shall comply with Section 102 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 et seq., esp. § 3702 & 3704) as supplemented by Department of Labor Regulations (29 CFR, § 5 & 29 CFR § 1926) as they involve the employment of mechanics and laborers.

Overtime Requirements. No Vendor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (2) of this section, the Vendor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (2) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (2) of this section.



Withholding for Unpaid Wages and Liquidated Damages. The WV Division of Public Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3) of this section.

Subcontracts. The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the Vendor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR .5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Vendor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Vendors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

## Termination

### (a) Termination for Convenience

The WV Division of Public Transit may terminate this contract, in whole or in part, at any time by written notice to the Vendor when it is in the Government's best interest. The Vendor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Vendor shall promptly submit its termination claim to the WV Division of Public Transit to be paid to the Vendor. If the Vendor has any property in its possession belonging to the WV Division of Public Transit, the Vendor will account for the same, and dispose of it in the manner the WV Division of Public Transit directs.

### (b) Termination for Default (Breach or Cause)

If the Vendor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Vendor fails to perform in the manner called for in the contract, or if the Vendor fails to comply with any other provisions of the contract, the WV Division of Public Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Vendor is in default. The Vendor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the WV Division of Public Transit that the Vendor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Vendor, the WV Division of Public Transit, after settling up a new delivery of performance schedule, may allow the Vendor to continue work, or treat the termination as a termination for convenience.

### (c) Opportunity to Cure

The WV Division of Public Transit in its sole discretion may, in the case of a termination for breach or default, allow the Vendor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Vendor fails to remedy to the WV Division of Public Transit's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Vendor or written notice from the WV Division of Public Transit setting forth the nature of said breach or default, the WV Division of Public Transit shall have the right to terminate the Contract without any further obligation to Vendor. Any such termination for default shall not in any way operate to preclude the WV Division of Public Transit from also pursuing all available remedies against Vendor and its sureties for said breach or default.

### (d) Waiver of Remedies for Any Breach

In the event that the WV Division of Public Transit elects to waive its remedies for any breach by Vendor of any covenant, term or condition of this Contract, such waiver by the WV Division of Public Transit shall not limit the WV Division of Public Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

## Bankruptcy

Upon entering of a judgment of bankruptcy or insolvency by or against a Vendor, the WV Division of Public Transit may terminate this Contract for cause.

### **FTA Role in Bid Protests**

Under the Federal Transit Administration's Circular 4220.1F, the Federal Transit Administration's (FTA's) appeals process for reviewing protests of a recipient's procurement decisions are:

#### 1. Requirements for the Protester. The protester must:

a. Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the contract at issue.

1. Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

2. Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

3. Associations or Organizations. An association or organization that does not perform contracts does not qualify as an "interested party," because it does not have a direct economic interest in the results of the procurement.

b. Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the WV Division of Public Transit's protest procedures to completion before appealing the WV Division of Public Transit's decision to FTA.

c. Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator, Region III, 1760 Market Street, Suite 500, Philadelphia, PA 19103-4124 within five (5) working days of the date when the protester has received actual or constructive notice of the WV Division of Public Transit's final decision. Likewise, the protester must provide its appeal to the same address within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the WV Division of Public Transit's failure to have or failure to comply with its protest procedures or failure to review the protest.

#### 2. Extent of FTA Review. FTA limits its review of protests to:

a. Failure of the Division of Public Transit to have or adhere to its written bid protest procedures, or failure of the Division of Public Transit to review a complaint or protest.

b. Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative authorities.

c. Alleged violations of a specific Federal Law or regulation that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal Law or regulation. See, e.g., Buy America Requirements, 49 C.F.R. Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 C.F.R. Section 26.89.

FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

3. FTA Determinations to Decline Protest Reviews. FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the Division of Public Transit's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

### **Prohibited Interest**

No employee, officer, board member, agent or their family members of the WV Division of Public Transit may participate in the selection, award, or administration of a Contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict could arise when any of the parties mentioned above have a financial or other interest in the Vendor selected for the Contract.

### **Preference for Recycled Products**

The Vendor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### **Metric System**

As required by U.S. DOT or FTA, the Vendor agrees to use the metric system of measurement in its Project activities, as may be required by Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a et. seq.;

Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA.

#### **Hold Harmless**

The Vendor agrees to protect, defend, indemnify and hold the WV Division of Public Transit, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property rights, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decrees of any court, shall be included in the indemnity hereunder. The Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

#### **Licensing and Permits**

The Vendor shall be appropriately licensed for the work required as a result of the Contract. The cost for any required licenses or permits shall be the responsibility of the Vendor. The Vendor is liable for any and all taxes due as a result of the Contract.

#### **Compliance with Laws and Permits**

The Vendor shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules, Regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of the Contract and the other Contract documents. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Vendor shall furnish to the WV Division of Public Transit certificates of compliance with all such laws, orders, and regulations.

#### **Prompt Payment**

The prime Contractor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime Vendor receives from the Division of Public Transit. The Vendor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Division of Public Transit. This clause applies to both DBE and non-DBE subcontractors.

#### **Cargo Preference**

The Vendor agrees:

To utilize privately owned United States--Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States--Flag commercial vessels;

To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill of lading in English for each shipment of cargo described in the paragraph above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Division of Public Transit (through the Vendor in the case of a subcontractor's bill of lading.)

To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

#### **Federal Regulation Changes**

Vendor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA(15) dated October 1, 2008) between the WV Department of Transportation, Division of Public Transit and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Vendor's failure to so comply shall constitute a material breach of this contract.

#### **Severability**

In the event any provision of the Contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

**Debarment and Suspension**

Vendor agrees to comply, and assures the compliance of any other participant at any tier of the project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.S. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180.

The vendor agrees to, and assures that any other participant at any tier of the project will review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any other arrangement in connection with the project.

By signing and submitting its bid or proposal, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the WV Division of Public Transit. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the WV Division of Public Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Accessibility**

Vendor agrees that products provided shall be in accordance with the 42 U.S.C. Sections 12101 et seq. and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "American with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

**FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any WV Division of Public Transit requests that would cause the WV Division of Public Transit to be in violation of the FTA terms and conditions.

03/11/2009

**BID FORM #1****BUY AMERICA CERTIFICATION**

*Bidder or offerer to complete correct certification.*

**Certificate of Compliance with Section 165(a)**

The bidder or offerer hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Certificate for Non-Compliance with Section 165(a)**

The bidder or offerer hereby certifies that it cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Act of 1982, as amended, and the regulations in 49 CFR 661.7.

JUNE 22/2010  
Date

[Signature]  
Authorized Signature

ACC INTERNATIONAL INC.  
Company Name

JACK JACKSON  
Name


PRESIDENT  
Title

**BID FORM #2**

**VENDOR'S CERTIFICATION OF  
UNDERSTANDING AND ACCEPTANCE**

The Contractor hereby certifies that all Technical Specifications and Contract Terms and Conditions have been carefully reviewed, are fully understood and shall be adhered to in performance and completion of any contract resulting from this bid.

JUNE 22 / 2010  
Date

  
Authorized Signature

PRESIDENT  
Title

ACC INTERNATIONAL INC.  
Company Name

**SPECIFICATION COMPLIANCE**

NOTE: Please check if what is offered is in exact compliance with specifications. **Any discrepancies must** be listed as an attachment to the bid proposal. Exact dimensions and/or descriptions must be provided as a part of the Contractor's bid proposal when submitted.

- Bid proposal submitted meets and/or exceeds all specification requirements.
- Bid proposal submitted contains deviations from specification requirements. Detailed descriptions of these have been provided with this bid proposal.

**BID FORM #3****CERTIFICATION OF PRIMARY PARTICIPANT REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an ETA grant or cooperative agreement, or potential contractor for a major third party contract),

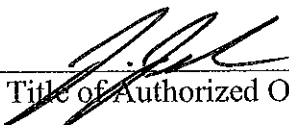
ACC INTERNATIONAL INC. (COMPANY NAME)  
certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an ETA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),

JACK JACKSON CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

  
Signature and Title of Authorized Official

## BID FORM #4

## CERTIFICATION OF RESTRICTIONS ON LOBBYING

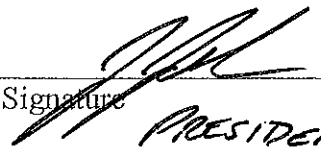
The undersigned (Vendor, Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. [as amended by "Government Wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor, ACC INTERNATIONAL INC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

JUNE 22/2010  
Date

  
Authorized Signature

PRESIDENT  
Title





State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**PTR10037**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**FRANK WHITTAKER**  
**304-558-2316**

VENDOR

~~James M. Stieva~~ **JACK JACKSON**  
**ACC International Inc**  
**3909 Witmer Road PMB #182**  
**Niagra Falls NY 14305-1244**

SHIP TO

**DIVISION OF PUBLIC TRANSIT**  
**BUILDING 5, ROOM 906**  
**1900 KANAWHA BOULEVARD, EAST**  
**CHARLESTON, WV**  
**25305-0432 304-558-0428**

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 05/27/2010   |               |          |        |               |

BID OPENING DATE: **06/22/2010** BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP     | CAT. NO. | ITEM NUMBER | UNIT PRICE  | AMOUNT      |
|---|----------|---------|----------|-------------|-------------|-------------|
| ***** ADDENDUM NO. 1 *****  |          |         |          |             |             |             |
| THIS ADDENDUM IS ISSUED TO REMOVE THE VENDOR PREFERENCE CERTIFICATE FROM THIS SOLICITATION. |          |         |          |             |             |             |
| VENDOR PREFERENCE WILL NOT BE APPLIED TO THE AWARD OF THIS CONTRACT.                        |          |         |          |             |             |             |
| ***** END ADDENDUM NO. 1 *****  |          |         |          |             |             |             |
| 0001  | 1        | LS WASH |          | 075-19      | \$14,900.00 | \$14,900.00 |
|   |          |         |          |             |             | 14,900.00   |
| ***** THIS IS THE END OF RFQ PTR10037 ***** TOTAL:  |          |         |          |             |             |             |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: 1800 265 7405 x22 DATE: JUNE 22/2010  
 TITLE: PRESIDENT FEIN: 98-0404840 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

### request for Quotation

RFQ NUMBER  
**PTR10037**

1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**FRANK WHITTAKER**  
304-558-2316

RFQ COPY  
TYPE NAME/ADDRESS HERE

**JACK JACKSON**  
**ACC INTERNATIONAL INC.**  
**3909 WITMER ROAD PMB#182**  
**NIAGARA FALLS, NY 14305-1244**

DIVISION OF PUBLIC TRANSIT

BUILDING 5, ROOM 906  
1900 KANAWHA BOULEVARD, EAST  
CHARLESTON, WV  
25305-0432 304-558-0428

|                            |               |          |     |               |
|----------------------------|---------------|----------|-----|---------------|
| DATE PRINTED<br>06/02/2010 | TERMS OF SALE | SHIP VIA | POB | FREIGHT TERMS |
|----------------------------|---------------|----------|-----|---------------|

BID OPENING DATE: 06/30/2010 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | GAT NO | ITEM NUMBER | UNIT PRICE             | AMOUNT                 |
|--|----------|-----|--------|-------------|------------------------|------------------------|
| ***** ADDENDUM NO. 2 *****   |          |     |        |             |                        |                        |
| THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED SPECIFICATIONS INADVERTANTLY OMITTED FROM THE ORIGINAL RFQ, EXTEND THE DEADLINE FOR TECHNICAL QUESTIONS, AND TO EXTEND THE BID OPENING DATE. |          |     |        |             |                        |                        |
| DEADLINE FOR TECHNICAL QUESTIONS IS CHANGED TO:<br>06/09/10 AT 5:00 PM   |          |     |        |             |                        |                        |
| BID OPENING DATE CHANGED TO:<br>06/30/10 AT 1:30 PM  |          |     |        |             |                        |                        |
| ***** END ADDENDUM NO. 2 *****   |          |     |        |             |                        |                        |
| 0001   | 1        | LS  |        | 075-19      | \$14,900 <sup>00</sup> | \$14,900 <sup>00</sup> |
|  |          |     |        |             |                        | \$14,900 <sup>00</sup> |
| ***** THIS IS THE END OF RFQ PTR10037 *****  |          |     |        |             |                        | TOTAL:                 |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 1800 265 7405 X22 DATE: JUNE 22/2010

TITLE: *ACBIDENT* FEIN: 98-0404840 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**Technical Specifications  
For The Procurement Of  
Portable Power Brush Washing System**

**SCOPE:**

The technical specifications establish requirements for portable power bus washing system with rinse and detergent dispensing unit.

The vendor shall comply with all applicable federal and state regulations in the manufacturing of the each unit and the attached federal terms and conditions.

All units or parts not specified shall be manufacturer's best quality and shall conform in material, design or workmanship to the best practice known. All parts shall be new. No parts will be accepted if used, reconditioned or obsolete.

**GENERAL SPECIFICATIONS:**

The power bus wash system shall be an ACC Eco-Power Brush, or Equal.

**Dimensions:**

Height: not to exceed 13'  
Width: maximum 42" x 48"

**Electrical:**

Motor: 230V- 3 phase, minimum, 2.0hp.  
Controls: Controls for operator to be full unobstructed visibility for working the unit with a 24-volt safety button on each operating side. Integrated timing relay to prevent motor overload and subsequent damage when reversing the motor.

**Mechanical:**

The unit shall be equipped with a tilt mechanism operated by water powered cylinder with magnetic valves, which shall be push button controlled from both operating sides.

The unit shall be capable of continuous tilting throughout the entire wash cycle. When in a tilted position, the shield, nozzles and brush are to be in alignment at a correct distance from vehicle surface to avoid overspray and incorrect rinsing. All water nozzles must continually supply water flow directly to the entire surface of the rotating brush throughout the tilt cycle, to eliminate the possibility of dry brushes.

**Construction Frame Material:**

The unit base and frame shall be manufactured of stainless steel or aluminum and be void of all corrosion prone materials. All painted (powder coated) surfaces shall also be stainless steel. The frame chassis shall have a lifetime warranty against corrosion or weld failure.

Buyer FW-44 Page \_\_\_\_\_ PO#PTR10037  
Spending Unit: Division of Public Transit  
Department of Transportation

#### Detergents/Soap:

The vehicle wash shall be able to remove all visible, heavy dirt accumulation and most of the road film from the owner's vehicles when they are driven thru the washer at 50 feet/min with using only alkaline detergents. The amount of detergent used per vehicle to remove road film shall not exceed 0.20 gallons.

#### Brush:

Brush Fiber Type: Diamond/Star shaped, designed to channel water, to reduce friction and eliminate scratching. Diameter will be min. of 0.8 m/m . Brush fibers shall be feathered at the ends.

Brush Fiber assembly will be on a corrosion proof main shaft, riveted in replaceable segments max 12" high, in order to allow minimal replacement cost in case of partial damage.

#### Rinse:

The unit shall have two (2) steel water pipes with brass nozzles capable of executing a 180 degree spray pattern.

Dual and single spray switch that is a water consumption reducer switch. This reduces the water consumption from five (5) gpm to three (3) gpm. When on single spray, the operating spray pipe will automatically switch sides, when direction of the brush unit is reversed. When the unit is stopped, the water shall instantly and automatically stop. One additional set of safety distance wheels. Automatic Dual Valve Assembly (installed) to allow user to operate EPB with two (2) different water sources, recycled water for the wash direction, clean water for the rinse direction.

**The bidder is requested to submit description, warranty information and complete literature information of the product with bid.**

#### IDENTIFICATION NUMBER:

Each unit shall have an I.D. Number securely attached in the manner that it cannot be removed for the purpose of inventory and record keeping.

#### WARRANTY:

Each unit shall have a minimum of a written three-year warranty against all defects of the product. **The vendor is requested to supply the warranty information and local service centers with the bid.**

#### MANUALS:

The vendor shall supply an operations and maintenance manual for each unit ordered. **The vendor is requested to supply a copy with bid.**

Buyer FW-44 Page \_\_\_\_\_ PO#PTR10037  
Spending Unit: Division of Public Transit  
Department of Transportation

4

**TRAINING:**

The vendor shall have at its own expense one or more qualified factory instructor(s) who shall be available at the Recipient Agency(ies) property for a single day training session to conduct a complete training session on the usage of the complete system. The training shall be conducted within 3 days of complete installation of the equipment.

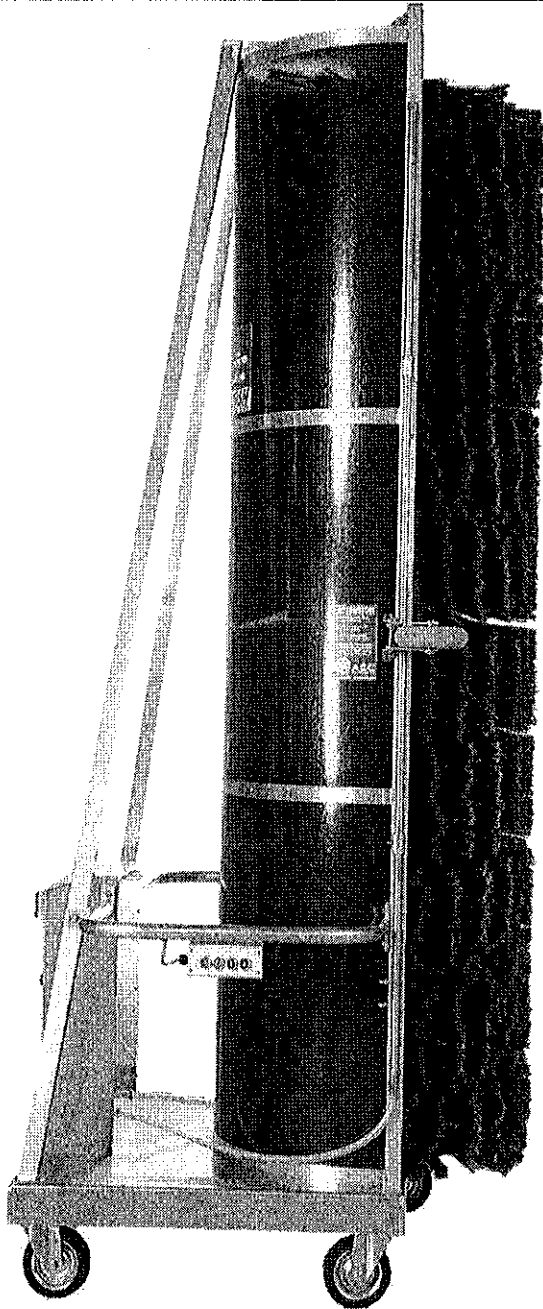
**Assemble and Delivery:**

Each unit shall be completely assemble and delivered at each property by the vendor when ordered in West Virginia.

The vendor shall include in the bid all travel, transportation, shipping and handling of each unit to each site. The vendor will be responsible for providing the complete electrical end/plug from the bus washer to the proper outlet. The electrical outlet will be provided by the transit systems. No additional fees will be paid by the Division of Public Transit or any system other than the bid price for each unit. All additional cost will be the responsibility of the bidder or any subs that the bidder contracts with to supply any part of this bid.

ACC  
INTERNATIONAL  
INC.

## ECO-POWERBRUSH FACTS TO KNOW



Longest Lasting Wash Solution on the Market,  
completely maintenance free.

Complete inventory of parts in North America  
with 24 hours delivery (if required)

20 years experience building wash solutions

All units are custom built to your requirements

Full consultation and Install for optimum  
efficiency of your valuable vehicles

Full Preventative Maintenance Program available  
by our Professional Technicians

Turnkey Solution Products available:

Soap System

Water Reclamation

Water Pump System

Under Carriage System

Festoon System



Eco-Powerbrush is the original single brush system in North America since 1991

Available in Single phase or 3 phase, truck or bus width and height, custom to your  
needs. Let our technicians help you understand what is best for your company.

CALL US AT: 1. 800. 265.7405 or visit us at [www.accint.ca](http://www.accint.ca)



T: 1.800.265.7405 F: 905.563.4452

Email: [info@accint.ca](mailto:info@accint.ca)

| <i>Item</i>              | <b>ACC Eco-Power Brush</b>      | <b><i>The ACC Advantage over all other brands</i></b>  |
|--------------------------|---------------------------------|--|
| <b>Construction</b>      |                                 |  |
| <i>weight</i>            | 400-450 lbs                     | 25% less weight, lighter and easier to handle/use all day  |
| <i>material</i>          | aluminum                        | durability, long lasting, reliable   |
| <i>connectors</i>        | metal nuts and bolts            |  |
| <i>Brush Life</i>        | 10,000-12,000+ washes           | proven, long lasting sections  |
| <i>brush material</i>    | polyethylene, flagged ends      | high quality, softest in the industry  |
| <i>bristle shape</i>     | cruciform (star) shaped         | channels water on each bristle<br>reduces friction, eliminates scratching  |
| <b>Electrical</b>        |                                 |  |
| <i>motor</i>             | 2 hp                            | 30% more power - lasts longer  |
| <i>brush rotation</i>    | 120 rpm                         | 20% faster - better cleaning   |
| <i>brush direction</i>   | automatic directional switching | push button start activates both brush and water supply; automatically selects correct brush rotation direction  |
| <i>Timing relay</i>      | yes - adjustable                | For safety, EPB cannot be "jammed" into the reverse direction, which would damage motor and controls   |
| <b>Water</b>             |                                 |  |
| <i>tilt components</i>   | brush, shield, nozzles          | stable, sufficient tilt degree, maintains proper water spray for cleaning and lubrication, shield eliminates overspray                                 |
| <i>tilt actuation</i>    | water piston assembly           | Simple, reliable and fewer moving parts, maintenance free  |
| <i>water valves</i>      | automatic solenoid              | Eliminates the need for operator to bend and turn off/on water; faster wash cycle times; significant water savings                                     |
| <i>nozzles</i>           | brass                           | solid brass nozzles do not require maintenance or replacement  |
| <i>spray bars</i>        | steel                           | stronger, longer life, will not break  |
| <i>water direction</i>   | automatic switching             | push button start activates both brush and water supply; automatically selects correct trailing edge spray to keep operator dry ; saves water per wash |
| <b>Other</b>             |                                 |  |
| <i>country of origin</i> | Germany                         | Experience and expertise in both the North American market and abroad.   |
| <i>North America</i>     | 1991                            |  |

## **2 YEAR LIMITED WARRANTY - ECO POWER BRUSH**

### **2 YEAR ON-SITE FULL WARRANTY ON PRODUCT**

For 2 years from the date of purchase, this product will be repaired free of charge, if defective in material or workmanship provided the failure is reported directly to ACC International.

### **WARRANTY RESTRICTIONS**

The ACC Eco Power Brush Limited Warranty does not cover caster wheels, wearable parts or parts requiring repair due to operator abuse or negligence, including failure to install, adjust and operate this washing system according to instructions contained in the owner's manual. It is the responsibility of the customer to properly maintain power brush hardware and perform maintenance as indicated in the owner's manual. This limited warranty also does not cover any problems caused by alterations made to the original OEM product.

### **LIMITATION ON LIABILITY**

Seller will not be liable for loss, expense or damages, lost profits, or any incidental, special or consequential damages, loss or expense due directly or indirectly to the use of this product.

### **DISCLAIMER OF IMPLIED WARRANTIES**

All implied warranties for this product, including but not limited to any implied warranties of merchantability and fitness for a particular purpose, are limited in duration of 2-years for parts and services as set forth above. No implied warranties will exist or apply after such periods.

### **SERVICE**

For service under this warranty or for further information, please contact ACC International:

Toll Free: 1.800.265.7405 ext. 23

Email: [info@accint.ca](mailto:info@accint.ca)

Note: If service is requested by you, in a remote geographical area, ACC International reserves the right to repair the system using an authorized service representative.

This warranty applies only while this product is in use in Canada and the US.

ACC international Inc., CANADA – Beamsville, ON L0R 1B4

ACC International Inc., USA – Niagara Falls, NY 14305-1244





# Preventive Maintenance Program

The preventive maintenance program is comprised of planned maintenance actions aimed at the prevention of breakdowns and failures of the Eco Power Brush. The primary goal is to prevent the failure of equipment before it actually occurs. The program is designed to preserve and enhance equipment reliability by replacing worn components before they actually fail. Preventive maintenance activities include equipment checks, partial or complete replacement of specified parts, and cleaning. In addition, we record equipment deterioration so you know to replace or repair worn parts before they cause system failure. Our experienced technicians inspect and diagnose your system for accurate and effective equipment maintenance. The preventive maintenance program helps prevent all equipment failure before it occurs.

## Value of Preventive Maintenance

There are some misconceptions about preventive maintenance. One such misconception is that PM is unduly costly. However, we know this logic is unfounded. We know the cost of downtime and repairs, if you wait until they're absolutely necessary, far outweigh the cost of a regularly scheduled PM. The long-term benefits and savings associated with preventive maintenance result in savings and increased effective system service life.

Long-term benefits of preventive maintenance include:

- Improved system reliability
- Decreased cost of replacement
- Decreased system downtime
- Better spares inventory management
- Decreased costs for back up cleaning systems and labor

Long-term effects and cost comparisons almost always favor preventive maintenance over performing maintenance actions only when the system fails.

## Why Does Preventive Maintenance Make Sense

Preventive maintenance is a logical choice because the costs of correction actions are almost always more if you wait for equipment failure. The costs for downtime, contingent cleaning actions and associated labor costs, far outweigh the cost of PM.

ACC International Inc., CANADA – Beamsville, ON L0R 1B4  
ACC International Inc., USA – Niagara Falls, NY 14305-1244  
T: 905.563.1444 Toll Free: 1.800.265.7405 F: 905.563.4452  
Website: [www.accint.ca](http://www.accint.ca) Email: [info@accint.ca](mailto:info@accint.ca)



# Preventive Maintenance Program

## Preventive Maintenance Check-list

| Title: Eco Power Brush Maintenance |  | Frequency : Annual   |    |        |     |
|------------------------------------|--|--|----|--------|-----|
| Serial #:                          |  |  |    | Date:  |     |
| Item #                             | Task                                     | Description  | OK | Repair | N/A |
| 1.                                 | Parts Replacement – \$350 Value          | Replace the following parts: <ul style="list-style-type: none"> <li>• Caster Wheels (2)</li> <li>• Tilt Wheels (2)</li> <li>• Water Inlet Screen</li> <li>• Switches (2)</li> <li>• On/Off Light Bulb</li> </ul>   |    |        |     |
| 2.                                 | Inspection & Diagnosis – Eco Power Brush | Verify the wear and efficient operation of: <ul style="list-style-type: none"> <li>• Brush Section Stress Test</li> <li>• Strand and Strand Ends Inspection</li> <li>• Brush and Shaft Rotation</li> <li>• Aluminum Frame</li> <li>• Rubber Pad Brush Wear</li> <li>• Main On/Off Control Function</li> <li>• Single/Dual Spray Controls</li> <li>• Tilting Wheels, Axles</li> <li>• Electrical Cords</li> <li>• Brush Shaft Bearing</li> <li>• Brush Section Fit On Shaft</li> <li>• Gear Box and Shaft Coupling</li> <li>• Sub-Frame Base</li> <li>• Frame Base</li> <li>• Emergency Stop Switch</li> <li>• Hose Water Flow</li> <li>• Spray Nozzle</li> </ul> |    |        |     |
|                                    |  | Inspect the below for condition: <ul style="list-style-type: none"> <li>• Aluminum Frame</li> </ul>  |    |        |     |

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# Preventive Maintenance Program

## Preventive Maintenance Check-list

|    |                                       |   |  |  |  |
|----|---------------------------------------|---|--|--|--|
| 3. | Inspection & Diagnosis – Soap Sprayer | Verify the wear and efficient operation of: <ul style="list-style-type: none"> <li>• Spray Pressure</li> <li>• Spray Function</li> <li>• Soap Holder</li> <li>• Hose</li> <li>• Valves, Gauges, and Couplings</li> </ul>    |  |  |  |
|    |                                       | Inspect the below for condition: <ul style="list-style-type: none"> <li>• Metal Canister</li> <li>• Metal Lid</li> </ul>  |  |  |  |
| 4. | Inspection & Diagnosis – Festoon      | Verify the wear and efficient operation of: <ul style="list-style-type: none"> <li>• Cable Track</li> <li>• Cable Rollers</li> <li>• Installation Point Security</li> </ul>   |  |  |  |
| 5. | Cleaning & Inspection                 | Clean and inspect the below: <ul style="list-style-type: none"> <li>• Wash and Clean Eco Power Brush</li> <li>• Inspect Electrical Wiring</li> <li>• Inspect Shaft and Gear Box</li> <li>• Inspect Tilt Function</li> </ul> |  |  |  |
| 6. | Operating Procedures Refresher        | <ul style="list-style-type: none"> <li>• Review equipment operating and maintenance procedures for maximum efficiency</li> <li>• Diagnostic report on deteriorating equipment parts</li> </ul>                              |  |  |  |
| 7. | Wash Bay Consultation                 | <ul style="list-style-type: none"> <li>• Review wash bay design and procedures providing efficiency recommendations</li> </ul>  |  |  |  |
| 8. | Service Schedule                      | <ul style="list-style-type: none"> <li>• Schedule next PM service call or service call reminder</li> <li>• Review and sign off on PM</li> </ul>   |  |  |  |

**Note:**

All products supplied are OEM (Original Equipment Manufacturer).

Mileage may apply - ask your ACC Service Representative for details. Prices include PM labor only; any additional parts and labor will be charged. Use of unauthorized parts or modifications to equipment may result in additional labor costs.

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# Preventive Maintenance Program

## Preventive Maintenance – Additional Replacement Parts & Labor

| Item No. | Quantity | Description              | Tax | Unit Price | Amount |
|----------|----------|--------------------------|-----|------------|--------|
|          |          | Additional labor (hours) |     |            |        |
|          |          |                          |     |            |        |
|          |          |                          |     |            |        |
|          |          |                          |     |            |        |
|          |          |                          |     |            |        |
|          |          |                          |     |            |        |
|          |          |                          |     |            |        |
|          |          |                          |     |            |        |
|          |          |                          |     |            |        |
|          |          |                          |     |            |        |

Customer Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Date: \_\_\_\_\_

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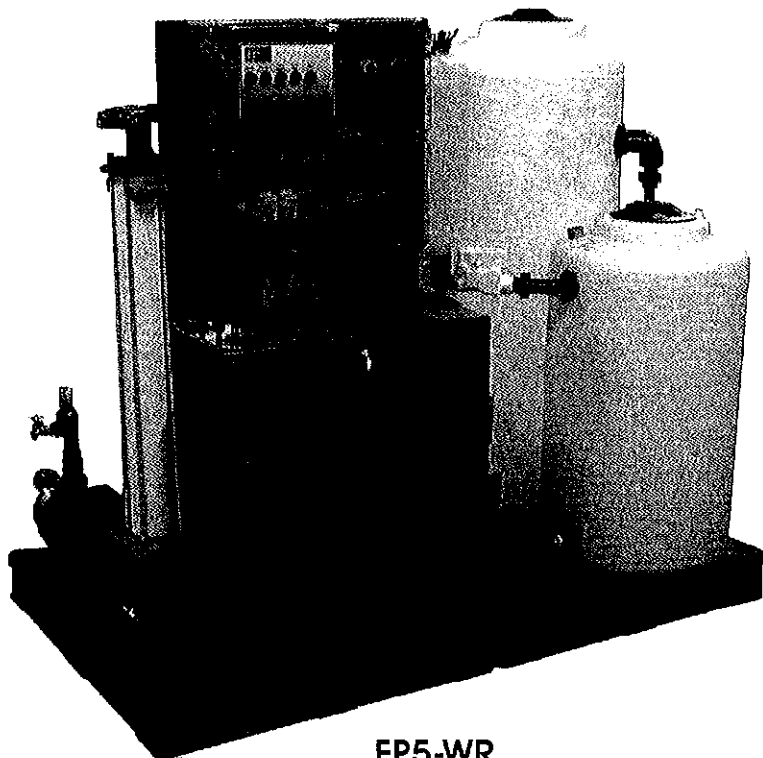
4640 Falletta Court  
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Fax: (905) 563-4452  
[www.accint.ca](http://www.accint.ca)

## ElectroPulse - REVOLUTIONIZING WASH WATER TREATMENT

If you are ready to eliminate the hassle of changing or cleaning high-maintenance filters or adding messy separation chemicals to your wash-water treatment system, you have found the answer.

Technological advancements are changing the world we live in and wash-water treatment is no exception. Mechanical filtration, chemical treatment and bioremediation are antiquated technologies of the past for treating wash-water.

The revolutionary ElectroPulse system is very effective at removing a broad range of contaminants with a "**One Step Treatment Process**"--including emulsified oil & grease, suspended solids and heavy metals--where other treatment systems (i.e. chemical treatment, filtration, bioremediation, etc.) are either maintenance intensive or very inefficient to operate.



EP5-WR  
ElectroPulse  
Wash-Water Treatment System

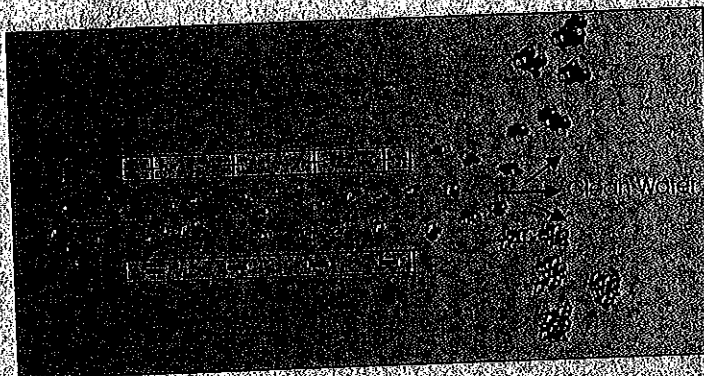
### ElectroPulse Provides -

- One step treatment process
- Fully automated system
- Higher quality water than mechanical filtration or bioremediation
- No daily maintenance required, only a "tour" of the equipment is required
- No filters to change or clean
- No separation chemicals to add
- Removal of TSS including sub-micron
- Removal of emulsified oil & grease
- Removal of heavy metals



## How Electrocoagulation Works

As wastewater contaminants (i.e. suspended solids, heavy metals, and emulsified oil & grease) pass by the ElectroPulse plates, which are energized by a DC electrical current, they accept a positive and negative charge causing the tiny particles to bond together like miniature magnets. Contaminants are then automatically removed from the clear phase of water and transferred to a sludge accumulation tank for easy management.



## Comparing Technologies

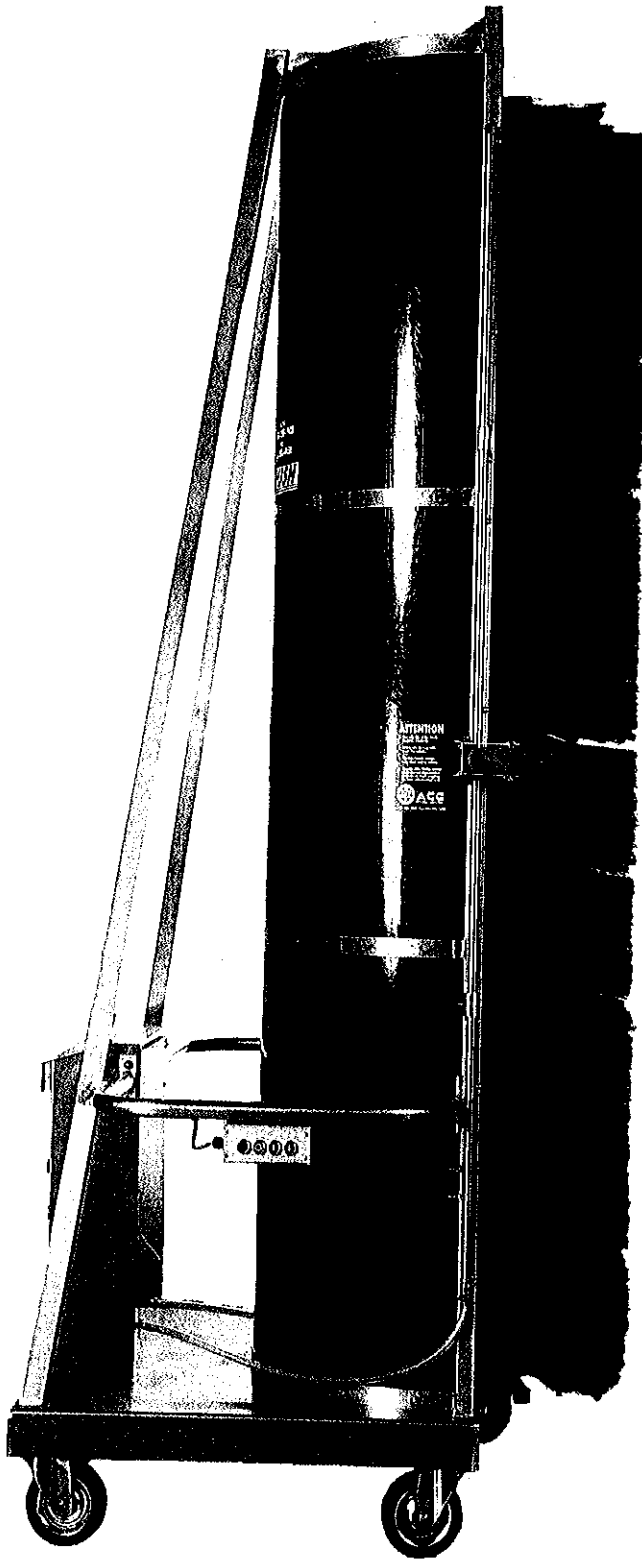
|                     | Mechanical Filtration | Bioremediation | Chemical Treatment | ElectroPulse |
|---------------------|-----------------------|----------------|--------------------|--------------|
| Clean Water         |                       |                |                    |              |
| Price               |                       |                |                    |              |
| Ease of Operation   |                       |                |                    |              |
| Ease of Maintenance |                       |                |                    |              |
| Oil Removal         |                       |                |                    |              |
| TSS Removal         |                       |                |                    |              |
| Metals Removal      |                       |                |                    |              |

= Very Effective  
 = Moderately Effective  
 = Not Effective

## ElectroPulse Wash-Water Systems

| Model   | Flow Rate  | Treated Water | PH Adjust | Operational Voltage |
|---------|------------|---------------|-----------|---------------------|
| EP5-SD  | 0 - 5 GPM  | Sewer         | Digital   | 208/230V 1Ph        |
| EP5-WR  | 0 - 5 GPM  | Recycle       | Digital   | 208/230V 1Ph        |
| EP10-SD | 0 - 10 GPM | Sewer         | Digital   | 208/230V 1Ph        |
| EP10-WR | 0 - 10 GPM | Recycle       | Digital   | 208/230V 1Ph        |

Note: The OilTrap product is constantly evolving and improving. Understand that specifications, pictures and features may differ slightly from product manufactured today. The ElectroPulse equipment is designed for indoor use only. Customer is responsible for any permits, compliance with codes, or other governmental requirements associated with the installation, use, or disposal of waste associated with this equipment.



# Owner's Manual

- *Initial Setup*
- *Operating Instructions*
- *Parts Diagram(s)*
- *Electrical Schematics*
- *Help Desk + Tech Support*
- *Warranty*
- *Contact Information*

ACC Eco-Power Brush

Type : EPB 2000 B/BB/BCL/T

230 Volt – 3 phase

Serial #: \_\_\_\_\_



Automotive Cleaning equipment Company

T: 1.800.265.7405 Email: [info@accint.ca](mailto:info@accint.ca)

# ACC Eco-Power Brush: Type EPB 2000

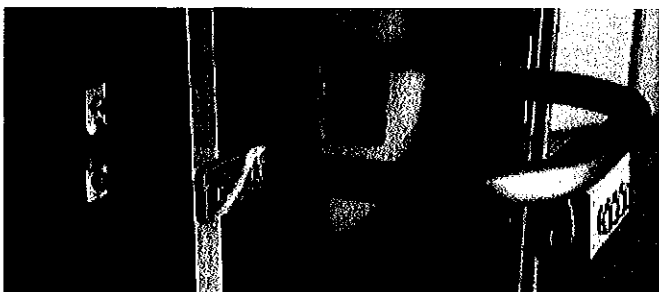
## Initial Setup of EPB

1. Upon accepting the delivery of the Eco-Power Brush (EPB), inspect the unit and any additional parts that were shipped with the unit.
2. If there is damage to the machine and/or contents of the skid, please indicate it on the carrier's shipping documents and contact ACC International Inc. immediately to report the damage.
3. Once you have inspected the EPB, begin the setup by removing any parts that are secured to the top of the unit and place them aside, except the aluminum handles that are mounted on the 1'X4" wood.
4. Remove the four (4) bolts that secure the EPB to the skid.
5. Make sure that the wheel brake is locked. Please note, if this unit does not have a wheel lock, place a 4' long piece of wood about 10" past where the wheels will touch the ground when the machine is lifted up.
6. Stand the EPB up with two (2) people. Grasp the top of the machine, one person at each side, and lift up. As the machine begins to stand up, walk your hands down the sides of the machine until it is standing. As the base wheels begin to contact the ground, slow down the settling of the machine by placing one foot on the base and pull back on the side rails of the splash shield till the machine wheels touch the ground.
7. Remove the handles with the push buttons, from the upright supports of the machine and take all the packing off them.
8. Remove the fastening bolts and nuts from the three (3) areas where the handles will be bolted to the frame:
  - two (2) nuts on the control box,
  - two (2) bolts on the splash shield

• *Con't on following page*



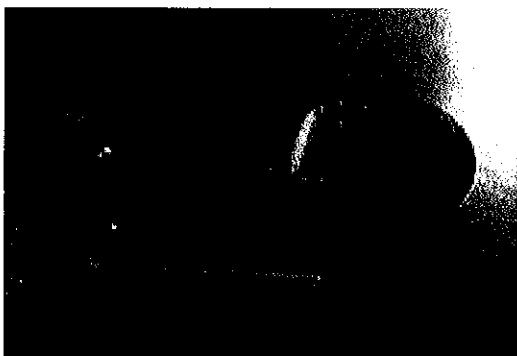
- one (1) on the back support of the Eco-Power Brush.



9. First, push the excess wire for the handle controls into the hole in the control box cavity. Then fasten the handle in place by replacing all the nuts and bolts. Do not over-tighten.

10. Repeat this procedure for the handle on the other side of the EPB.

11. Next, install the safety distance wheels. These are the grey wheels that are mounted on the aluminum brackets. They are mounted on each side of the brush, on the aluminum upright, at a height of  $\pm 5 \frac{1}{2}'$ . Please note, some units can accommodate four (4) safety distance wheels, an upper and a lower wheel on each side of the brush.



12. Remove the nuts and washers on the back of the splash shield supports.

13. Install the safety distance wheels with the washer on the top, and the cotter pin at the bottom.

14. You can now proceed to assembly and connection of the power cord and water hose.

# ACC Eco-Power Brush: Type EPB 2000

## Electrical Cord Connection

In most cases the electrical cord set for the ACC Eco-Power Brush (EPB) will be assembled for your unit. If it is not, or you purchased your own electrical cord, the red cord end for the electrical connection to the EPB, will be supplied to you with your shipment.

### Electrical Cord Set

1. To connect the red cord end to your electrical cord, first it is necessary to separate it into three (3) parts, the bottom grey nut, the red body, and the black insert.



2. Feed the electrical cord through the grey nut and the red body approximately 12" past the hinged lid.
3. Strip the cord sheath, about 2" from the end and strip the conductor insulation 3/8".
4. **For 230 Volt – 3 phase units**, connect the exposed wires to the black insert based on the following:
  - black conductor is connected to L1 terminal
  - white conductor is connected to the L2 terminal
  - red conductor is connected to the L3 terminal
  - green conductor connected to the ground terminal, raised and labeled "PE".
5. Reassemble the three (3) sections of the cord end. Open the hinged cover, slide the red body over the black insert and tighten the two Philips screws. Next, slide the grey nut over the bottom of the red body and tighten.

6. Attached the appropriate cord end (male), to match your building's 230-volt electrical outlet (female). As there are a multiple of configurations, ACC International Inc. does NOT supply the parts for this connection.

NOTE: When starting the EPB from the side control panel, the brush tips that are to touch the vehicle should spin away from you. This is done to keep the operator dry and make the unit easy to move. If the EPB is spinning toward you, turn off power and unplug the cord and "swap" the white and red conductors at the male cord end you just installed. Repeat steps 5 and 6; your EPB should now spin in the correct direction.

## **Water Hose Connection**

1. For the hose connections install the supplied hose ends on your hose.
2. Connect the hose to the EPB by mating the brass quick connect coupler to the matching coupler on the EPB and turning clockwise  $\frac{1}{4}$  turn.

Turn on electrical power and water supply and...

***Show Time!***

you are now ready to start enjoying the benefits of  
the original ACC Eco-Power Brush.

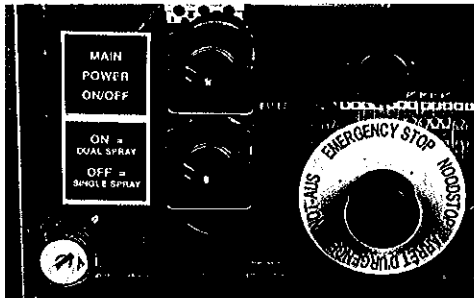
# ACC Eco-Power Brush: Type EPB 2000

## General Operating Instructions

1. **PRE-Rinse** – If the vehicle has a lot of sand or other abrasives on the surface, give the vehicle a quick rinse with a water hose. This will aid in protecting the paint surface of the vehicle.
2. **PRE-Shampoo (Bus)** – Apply shampoo to the lower part of the vehicle paying special attention to dirtier areas. You do not have to apply shampoo to the windows or above the window area.

**PRE-Shampoo (Truck)** – Apply shampoo to the vehicle paying special attention to dirtier areas, such as the top rub rail at the front, and all door hardware. These areas tend to collect exhaust, oil, grease and excess road grime.

3. Position the Eco-Power Brush at one of the corners of the vehicle. The safety distance wheels should be approximately 5 inches away from the surface of the vehicle.

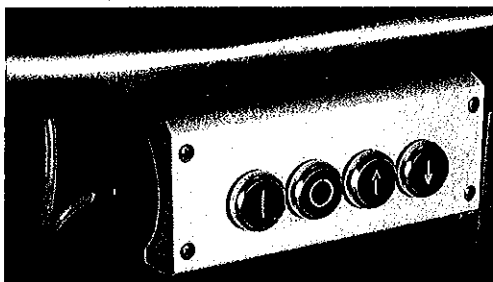


4. Turn on the main power switch - located on the front control panel. If the power is on, then the green light will be on.

5. The emergency stop switch (large red switch) on the front panel must be pulled out. **If this is not done, the machine will not start.**

**DO NOT use this button to turn off the EPB, use the main ON/OFF switch located on the front panel.**

6. The operator will be on the same side of the Eco-Power as the direction of washing.

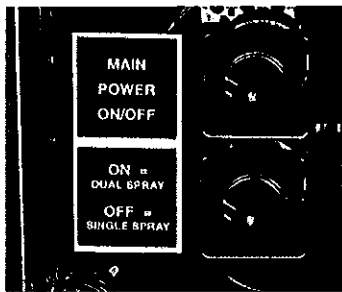


7. If required, adjust the position and tilt using the tilting (↑ ↓) buttons as required. For optimal cleaning, only the tip of the brush materials (approximately 4 inches) should touch the surface to be cleaned.

**Important: Only Tilt the Eco-Power Brush When It Is Next To A Vehicle.**

8. Push in the green button to activate the ACC Eco-Power Brush. (The red button is a stop.)
9. Guide the machine along side of the vehicle with a pulling motion, walking backwards. You will find that rotation of the brush is sufficient to move the Eco-Power Brush.
10. To turn corners, it is easiest to work with the Eco-Power Brush in a completely vertical position (no tilt).
11. Under normal circumstances and conditions, one pass with the brush may be sufficient to completely clean the surface. In the event of dirty spots, it may be necessary to reverse the direction of the brush to cover the area twice.

*Tip: Two quick passes with the Eco-Power Brush is better than one slow pass.*



On the return pass, extra rinse water may be required if:

- No pre-shampoo was applied.
- Extra shampoo was applied.

Activate the dual spraying system by turning on the single/dual spray switch, located on the front control panel, below the main power on/off switch. This allows water to spray on both sides of the brush.

***IMPORTANT: If you have the optional overhead installation:***

To keep all overhead equipment (hose and cord) from becoming entangled, each complete vehicle pass should be done in an opposite direction.

For example:

First pass – clockwise; Second pass - counter clockwise; Third pass – clockwise;



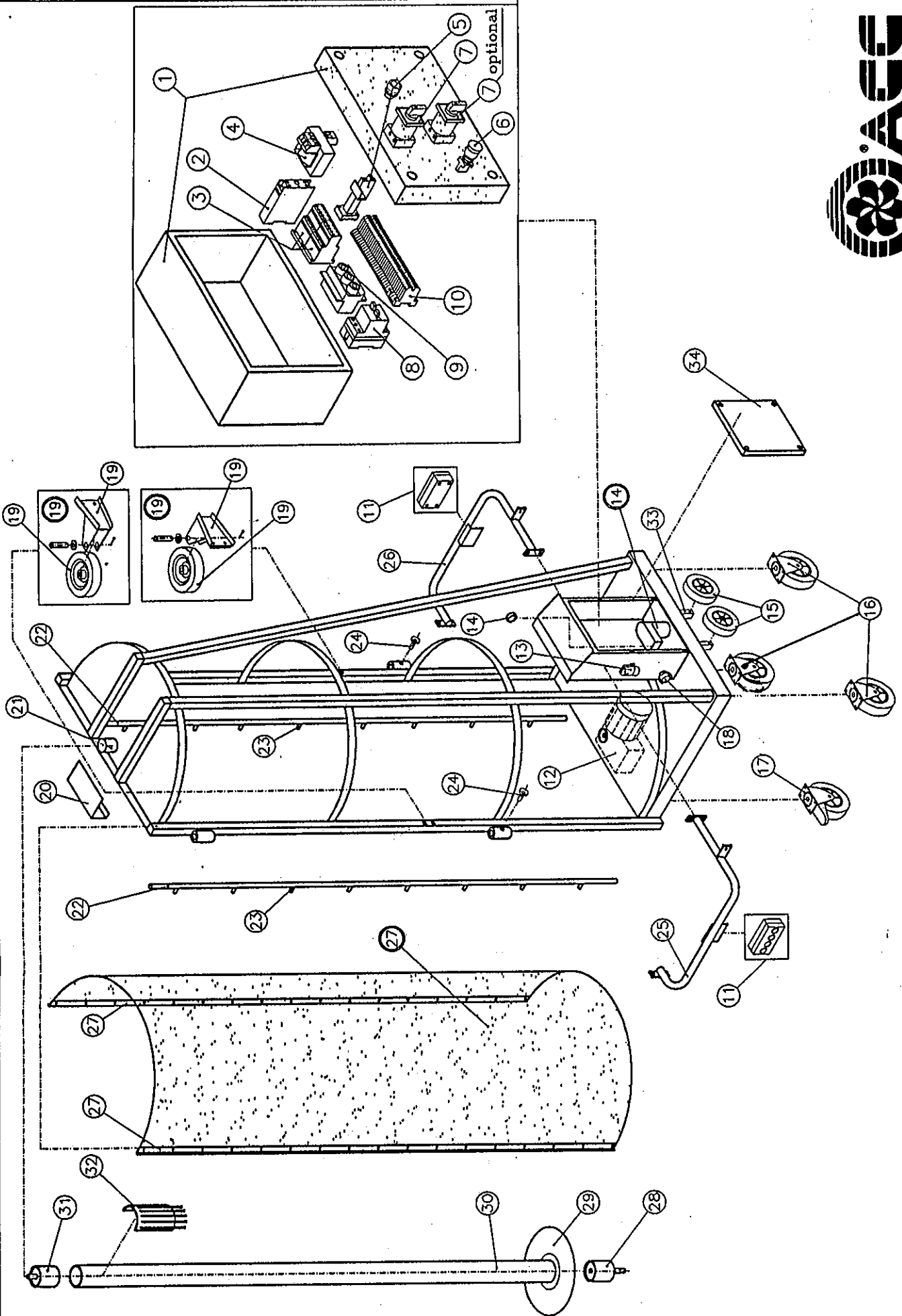
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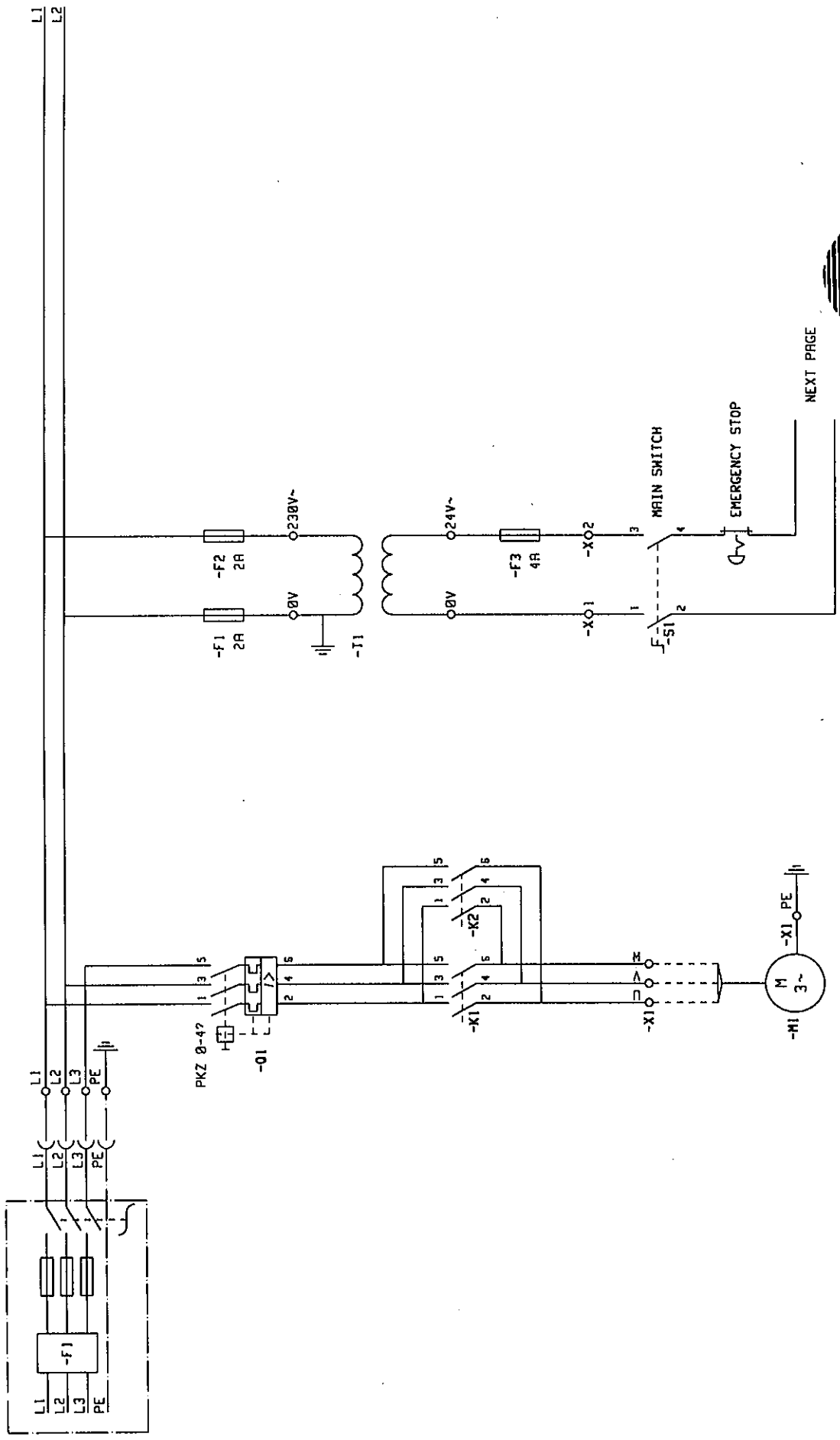
Parts List for ACC Eco-Power Brush

Type EPB2000

| Item # | Part #            | # of Pieces | Description  |
|--------|-------------------|-------------|--|
| 1      | 1001A1            | 1           | Main Control Panel (complete) - 1 phase            |
|        | 1001A3            |             | Main Control Panel (complete) - 3 phase            |
| 2      | 1002A             | 1           | Electronic Timing Relay (ETR) SAIA 9549            |
| 3      | 1003AN            | 2           | Top Relay (K1 & K2) - 1 or 3 phase - 31DILM        |
|        | 1003BN            |             | Bottom Relay (K1 & K2) - 1 or 3 phase - DIL00AM-10 |
| 4      | 1004              | 1           | Steering Transformer to 24 Volts - MARX B530 126 C |
| 5      | 10005A-O          | 1           | Indicator Lamp - Complete                          |
|        | 1005B-O           | 1           | Green Lens - complete - RL-GN-S                    |
|        | 1005C-O           | 1           | Bulb - 24 Volt                                     |
| 6      | 1006AN            | 1           | Emergency Stop Button - Red                        |
| 7      | 1007A1            | 1           | Main Switch On/Off                                 |
| 7      | 1007B             | 1           | Single/Dual Spray Switch                           |
| 8      | 1008              | 1           | Manual Motor Protector / Reset - PKZM1-16 OR-10    |
| 9      | 1009A             | 1           | Fuse Element @ 2amp - DO1-2A                       |
|        | 1009B             |             | Fuse Element @ 4amp - DO1-4A                       |
| 10     | 10010             | 1           | Terminal Board                                     |
| 11     | 10011AO           | 2           | Side Control Boxes: Start / Stop / Up / Down - I4M |
| 12     | 10012A1           | 1           | Electric Motor (geared) 230 Volt 1 phase 60 Hz     |
|        | 10012A3           | 1           | Electric Motor (geared) 230 Volt 3 phase 60 Hz     |
| 13     | 10013             | 1           | Electrical Receptor                                |
| 14     | 10014A            | 1           | Tilt Unit - Cylinder complete with valves          |
|        | 10014B            | 1           | 3-Way Electric Valve                               |
|        | 10014C            | 1           | 1-Way Electric Valve                               |
|        | 10014D            | 1           | Screen   |
|        | 10014E            | 1           | Non-Return Valve                                   |
|        | 10014F            | 1           | Throttle Valve (BB & TB models)                    |
| 15     | 100B15            | 2           | Tilting Wheels                                     |
| 16     | 100B16A           | 3           | Caster Wheels Complete                             |
| 17     | 100B17            | 1           | Caster With Brake                                  |
| 18     | 10018             | 1           | Hose Quick Coupler - Female on EPB                 |
| 19     | 10019A            | 2           | Safety Distance Wheel Assembly                     |
| 20     | 10020             | 1           | Bearing Cover                                      |
| 21     | 10021A            | 1           | Top (upper) Bearing Complete                       |
| 22     | 10022A            | 2           | Spray Pipe   |
| 23     | 10023B            | 12          | Spray nozzles (B & BB models)                      |
|        | 10023T            | 18          | Spray nozzles (T & TB models)                      |
| 24     | 10024             | 2           | Spray Pipe Holder - Black                          |
| 25     | 10025             | 1           | Handle Tube Left - Aluminum Grip w/ Control        |
| 26     | 10026             | 1           | Handle Tube Right - Aluminum Grip w/ Control       |
| 27     | 10027A            | 1           | Splash Proof Enclosure (Shield) All Heights        |
|        | 10027B            | 2           | Splash Proof - Fence (Aluminum Strip)              |
| 28     | 10028A1           | 1           | Bottom (Lower) Drive Shaft (1 phase)               |
|        | 10028A3           | 1           | Bottom (Lower) Drive Shaft (3 phase)               |
| 29     | 10029             | 1           | Rubber Plate                                       |
| 30     | 10030             | 1           | Shaft - Complete Including Top and Bottom          |
| 31     | 10031             | 1           | Top (upper) shaft                                  |
| 32     | (vary by machine) |             | Brush semi-sections                                |
| 33     | 10033             | 1           | Tilting Frame                                      |
| 34     | 10034             | 1           | Aluminum Cover Plate                               |
| 35     | 10035             | 1           | Motor Cover  |



2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38 40 42 44 46 48 50 52 54 56 58 60 62 64 66 68 70 72 74 76 78



230/60HZ  
3PH 1,5KW 6,7A

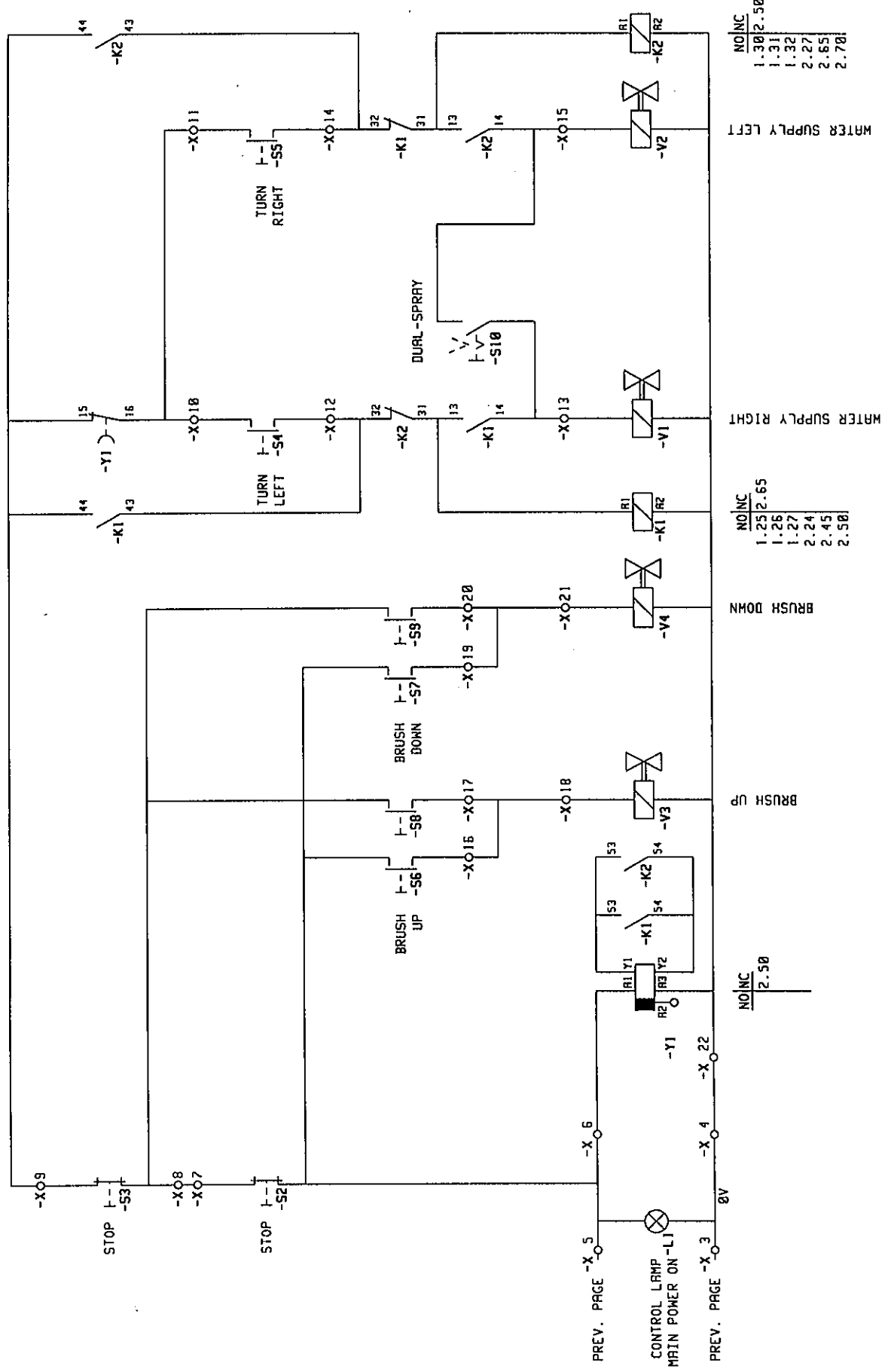
NEXT PAGE



|                                  |          |      |      |      |                                 |                 |               |       |
|----------------------------------|----------|------|------|------|---------------------------------|-----------------|---------------|-------|
| MODIFICATIONS INDEX              | DATE     | NAME | DATE | NAME | PRICE NAME :                    | PRODUCT GROUP : | DRAWING NO. : | INF : |
| a                                |          |      |      |      | MOTORRELAY AND SUPPLY - 3 PHASE | ACC             | RCC           | 1995  |
| b                                | 04.09.95 | BKI  |      |      | ECO-POWER BRUSH - 3 PHASE       |                 |               | 1     |
| c                                |          |      |      |      |                                 |                 |               | 12    |
| d                                |          |      |      |      |                                 |                 |               |       |
| COMPANY :                        |          |      |      |      |                                 |                 |               |       |
| AUTOMOTIVE CLEANING EQUIP. COMP. |          |      |      |      |                                 |                 |               |       |



2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38 40 42 44 46 48 50 52 54 56 58 60 62 64 66 68 70 72 74 76 78



| NO   | INC  |
|------|------|
| 1.30 | 2.50 |
| 1.31 |      |
| 1.32 |      |
| 2.27 |      |
| 2.65 |      |
| 2.70 |      |

WATER SUPPLY LEFT

| NO   | INC  |
|------|------|
| 1.25 | 2.65 |
| 1.26 |      |
| 1.27 |      |
| 2.24 |      |
| 2.45 |      |
| 2.50 |      |

WATER SUPPLY RIGHT

| NO   | INC  |
|------|------|
| 1.25 | 2.65 |
| 1.26 |      |
| 1.27 |      |
| 2.24 |      |
| 2.45 |      |
| 2.50 |      |

BRUSH DOWN

| NO   | INC  |
|------|------|
| 1.25 | 2.65 |
| 1.26 |      |
| 1.27 |      |
| 2.24 |      |
| 2.45 |      |
| 2.50 |      |

BRUSH UP

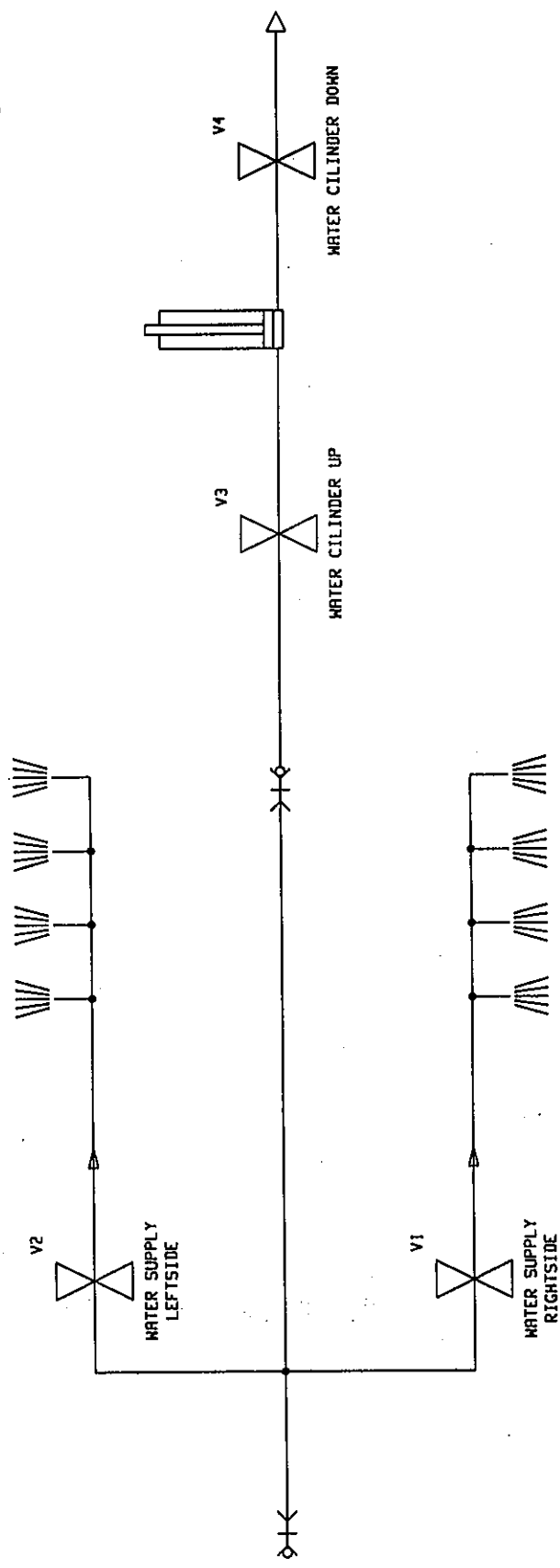
| NO   | INC |
|------|-----|
| 2.50 |     |

8V

| MODIFICATIONS INDEX | DATE | NAME | DATE | NAME | PRICE NAME               | PRODUCT GROUP | DRAWING NO. | INF. |
|---------------------|------|------|------|------|--------------------------|---------------|-------------|------|
| a                   |      |      |      |      | CONTROL CURRENT 24VAC    | ACC           | ACC - 1995  | 1995 |
| b                   |      |      |      |      | ECO-POWER BRUSH - 3 FASE |               |             |      |
| c                   |      |      |      |      |                          |               |             |      |
| d                   |      |      |      |      |                          |               |             |      |

| COMPANY                          | PROJECT NAME             | PRICE |
|----------------------------------|--------------------------|-------|
| AUTOMOTIVE CLEANING EQUIP. COMP. | ECO-POWER BRUSH - 3 FASE | 2     |



| MODIFICATIONS INDEX | DATE | NAME | DATE     | NAME | PROJECT NAME             | PRODUCT GROUP | DRAWING NO. | DATE   | INF.   |
|---------------------|------|------|----------|------|--------------------------|---------------|-------------|--------|--------|
| a                   |      |      | 19.09.95 | BIKI | ECO-POWER - WATERCIRCUIT |               | ACC         | 1995.3 | 1995.3 |
| b                   |      |      |          |      |                          |               |             |        |        |
| c                   |      |      |          |      |                          |               |             |        |        |
| d                   |      |      |          |      |                          |               |             |        |        |

ACC inc.  
 TELEPHONE : 1-800-265-7405  
 TELEFAX : (905) 563-4452

COMPANY : AUTOMOTIVE CLEANING EQUIP. COMP.  
 PAGE 1 OF 13

# ACC Eco-Power Brush: Type EPB 2000

## *Help Desk + Technical Support*

ACC International Inc. offers a Help Desk + Technical Support to assist you with any issues you may have with the original ACC Eco-Power Brush (EPB). This service is available Monday to Friday, 8:30 a.m. to 5:00 p.m. (Eastern Standard Time). **Simply contact our office at 1.800.265.7405.**

Before contacting us, we suggest you review the following common problems and solutions.

**PROBLEM:** *The Eco-Power Brush (EPB) will not start.*

**SOLUTION:** Please check the following:

- Check that the emergency stop button is pulled out – this is the “on” position.
- Check that the main on/off button is in the “on” position.
- Make sure the power cord is plugged in at the wall and on the EPB.
- Make sure the building breaker/disconnect is on and supplying power.

If the above recommendations are correct, but the EPB still will not start, most often the issue is with the electrical cord.

### ***IMPORTANT! ALWAYS DISCONNECT POWER SUPPLY BEFORE SERVICING***

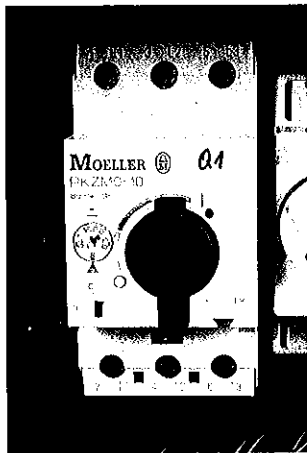
After disconnecting the power cord from the main building power supply, it is recommended that you check the power cord for any signs of damage, starting from the EPB and working toward the other end. If you have the overhead installation, the most common problem area for damage is between the EPB and the first roller. This is due to the overhead hose and cord being tangled and stressed due to operator error. (See Operating Instructions).

As this electrical cord will carry the 230 volt electrical power required to operate the EPB, it is very important that any and all repairs are done correctly. Additionally, it is necessary to verify that you have correct line voltage supplied to the EPB from your facility’s electrical panel. ACC International Inc. recommends contacting an electrician or an ACC Factory Trained Technician to conduct testing and electrical repairs.

**Please contact our technical support division, at 1.800.265.7405, for additional assistance.**

**PROBLEM:** The water sprays but the brush does not spin.

**SOLUTION:** Check and reset the internal motor protection breaker:



1. Disconnect the power from the EPB by unplugging the red cord end.
2. Open the front panel.
3. The internal breaker is located in the top left corner of the main control panel; it is marked as "Q1". It will have all black wires (230V)
4. Reset this breaker by turning the front dial switch first to point at
5. "O", and then at "I".

*Note: This internal breaker will trip if too much strain is put on the spinning brush. This is usually a result of the operator positioning the EPB too close to the side of the vehicle. Please see the Operating Instructions portion of this manual for correct operating procedures.*

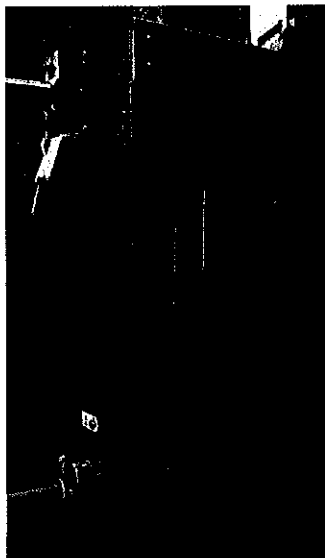
**PROBLEM:** The brush spins but there is no water, or low water, flow from the spray nozzles.

**SOLUTION 1:** Check the hose for any kinks and/or pinches that would restrict water flow, especially if you have the overhead installation.

- Visually inspect the water hose from EPB to source, untangling and straightening, as required.

*Note: If the overhead installation is tangled, this is a result of the operator(s) continually using the EPB in the same direction. Please see the Operating Instructions portion of this manual for correct operating procedures.*

**SOLUTION 2:** Check the EPB water inlet screen.



1. Check that the emergency stop button is pulled out – this is the "on" position
2. Check that the main on/off button is in the "on" position.
3. Turn the water supply off and release the pressure by engaging both tilting up and down functions simultaneously. This creates an open water "circuit" and will drain off any water under the base.
4. Disconnect the water supply at the base of the EPB, at the brass coupler.
5. On the EPB, there is an external rubber washer screen that may be plugged and restricting water flow.
6. Clean the exterior screen to allow water flow.
7. Reconnect the water hose at the brass coupler and turn the water supply on.
8. Test by running EPB per General Operating Instructions.
9. If water flow is still poor, please contact our technical support division, at 1.800.265.7405, for additional assistance.

**IMPORTANT!**

**Do not allow any particles to enter the EPB as the three way valve assembly, located behind this brass coupler, is extremely sensitive. If damaged, this part is not repairable and will need to be replaced.**



Tel: 905.563.1444  
Fax: 905.563.4452  
Toll Free: 1.800.265.7405  
email: [info@acccecopowerbrush.com](mailto:info@acccecopowerbrush.com)  
[www.acccecopowerbrush.com](http://www.acccecopowerbrush.com)

Head Office  
4640 Falletta Court,  
Beamsville, ON  
Canada  
LOR 1B4

## Warranty ACC Eco-Power Brush

ACC International Inc. guarantees that all products are free of defects due to poor workmanship. While we carefully test and certify all products prior to shipment, our guarantee is limited to workmanship only, and only in respect of complaints of which we are notified within twenty-four (24) months of the date of delivery. This warranty is limited to parts and labour excluding brushes.

This warranty will be considered void if the ACC Eco-Power Brush is modified other than by ACC International Inc. or its authorized distributors or without written permission from ACC International Inc. This warranty is also voided if the product, or any item, is subject to extreme operating conditions, abuse or negligence in operation.

## Contact Information:

**ACC International Inc.**

4640 Falletta Court,

Beamsville, ON

CANADA L0R 1B4

Toll Free: 1.800.265.7405

Telephone: 905.563.1444

Fax: 905.563.4452

Email : [info@accint.ca](mailto:info@accint.ca)

Web: [www.accint.ca](http://www.accint.ca)



# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: ACC INTERNATIONAL INC.      Signed:   
 Date: JUNE 22/2010      Title: PRESIDENT

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. PTR 10037

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: ACC INTERNATIONAL INC.

Authorized Signature: [Signature] Date: JUNE 22/2010

State of NEW YORK

County of NIAGARA, to-wit:

Taken, subscribed, and sworn to before me this 23 day of JUNE, 2010.

My Commission expires \_\_\_\_\_, 20\_\_.

AFFIX SEAL HERE

NOTARY PUBLIC \_\_\_\_\_