

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
PTR10035

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF FRANK WHITTAKER

BO4-558-2316

NODOR

*A02142217 734-207-9700 DUO GARD INDUSTRIES INC 40442 KOPPERNICK

CANTON MI 48187

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 02/18/2010 BID OPENING DATE: Net 30 F.O.B FREIGHT TERMS 03/16/2010 LINE 6000 QUANTITY CAT OPENING TIME UOP ITEM NUMBER UNIT PRICE AMOUNT 0001 ÞΜ B95-30-99-001 PRE-ENGINEERED BUS PASSENGER SHELTERS THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF PUBLIC TRANSIT IS REQUESTING QUOTATIONS FOR PRE-ENGINEERED BUS PASSENGER SHELTERS, SOLAR LIGHTING SYSTEM FOR BUS SHELTERS, AND SOLAR POWERED TRANSIT STOPS PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 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 PRIGINAL 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 UNLESS SPECIFIC PROVISTONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE 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) 7010 APR - 1 AM 10: 36 DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WY PUNCHASING DESIGN SEE REVERSE SIDE FOR TERMS AND CONDITIONS VATURE XVC WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR' ADDRESS CHANGES TO BE NOTED ABOVE



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 PTR10035

ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER B04-558-2316

*A02142217 734-207-9700 DUO GARD INDUSTRIES INC 40442 KOPPERNICK

CANTON MI 48187 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 FO.B FREIGHT TERMS 02/18/2010 et 30 U'J BID OPENING DATE: 03/16/2010 2010 **は**Tい OPENING TIME $01 \cdot 30PM$ LINE QUANTITY UOP ITEM NUMBER NO: UNIT PRICE AMOUNT DRIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERLODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISTTION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) 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 prdered for pelivery during the term of the contract, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. prdering procedure: spending unit(s) shall issue a WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. 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. IN THE EVENT THE VENDOR/CONTRACTOR FILES BANKRUPTCY: FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

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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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PAGE 3

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FRANK WHITTAKER 304-558-2316

734-207-9700 IES INC

CANTON MI 48187

40442 KOPPERNICK

DUO GARD INDUSTRIES INC

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DIVISION OF PUBLIC TRANSIT

BUILDING 5, ROOM 906 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV

25305-0432

304-558-0428

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DATE PRINTED

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DIVISION OF PUBLIC TRANSIT

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

TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS et 30 02/18/2010 BID OPENING DATE: 600° 8 03/16/2010 LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: CONTACT PERSON (PLEASE PRINT CLEARLY): IS THE END OF REQ THIS PTR10035 ***** TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE FEINS ADDRESS CHANGES TO BE NOTED ABOVE

Bus Passenger Shelters Specifications PTR10035

1.0 GENERAL

1.1 SCOPE

The following specifications cover the design, fabrication and installation of preengineered bus passenger shelters. The bus passenger shelters shall protect against the environmental elements, and is intended to serve as a passenger waiting shelter, or in general as a protection from inclement weather.

The vendor shall comply with all applicable federal and state regulations in the manufacturing for the passenger bus shelters.

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.

The price for each passenger bus shelter is suggest to be submitted in whole dollars only and freight and shipping charges to various locations in West Virginia shall be included. The award of the bid may be made to multiple vendors.

1.2 STANDARDS

Shelter framework, wall and roof panels, equipment and related hardware shall be furnished by a manufacturer regularly engaged in the manufacturing of such products. All passenger bus shelter construction shall conform to construction standards of ASCE. All shelters shall be designed to withstand at minimum dead loads of 40 pfs and wind load of over 80 mph.

The passenger bus shelters must meet all Federal specification requirements and other requirements listed below:

- 1. Federal Specifications (Fed. Spec.):
- a) QQ-A-200/9C (1)....Extruded aluminum members 6063-T5
- b) HH-I-521B....Insulation board, Thermal, Semi-Rigid Polyurethane.
- c) TT-S-001657....Sealants, Type 1.
- 2. American Society for Testing Materials (ASTM):
- a) C-920-79....Elastomeric Joint Sealants Type S, Class 12, Grade NS
- b) C-518....Insulation Board, Semi-Rigid Polyurethane.
- c) E-84....Standards method of test for surface burning characteristics of building materials.
- 3. American National Standards Institute (ANSI): ANSI A58.1....Gravity and Lateral Loads Design.
- 4. Uniform Federal Accessibility Standards: FED-STD-795, 4/1/88.....4.13 Door Accessibility.

- 5. The Aluminum Association (AA): Designation System for Aluminum Finishes (March 1973).
- 6. International Conference of Building Officials, Uniform Building Code.
- 7. Public Law 101-336: Americans with Disabilities Act of 1990 (ADA).
- 8. Public Law 102-585: Veterans Health Care Act of 1992, Sec. 526

1.3 SUBMITTALS

The following drawings and documentation shall be furnished:

- 1. Shop drawings shall show wall and roof panels; details of materials, fabrication and assembly; framing profiles; fastener types and locations, flashing, and seal details if applicable.
- 2. Erection drawings: Provide instructions and drawings, and develop erection procedures to enable field installation or repair of shelter. The delivery of each shelter shall be shipped in a protected form to ensure no damage upon delivery.
- 3. Manufacturer's literature and data, provide manufacturer's information for wall and roof panels, and all accessories and equipment furnished.
- 4. A detail set of pad specifications for each size of passenger bus shelter must be submitted with each shelter and a sample copy with bid.
- 5. The bidder must submit warranty, photo and literature information for each type of bus shelter that will be bid.
- 6. The bidder shall submit a color sample chart for each required color selection with bid.
- 7. The bidder shall submit a certification that all materials comply with the specification and are suitable for the intended application.

2.0 PRODUCT

2.1 STRUCTUAL FRAMING

- 1. The shelter framework (columns, sills, and headers) shall be fabricated using 6063-T5 extruded aluminum members (Fed. Spec. QQ-A-200/9C(1).
- 2. Extrusion shapes shall be engineered to provide a framework of adequate structural integrity to satisfy the uniform building code (UBC), and to meet the requirements for snow, wind, and seismic loading for the location(s) being considered.
- 3. Framing members shall be at a minimum of 2.5" x 2.5" x 1/8" thick square extruded aluminum tubes. Mullions shall be 1.5" x 2.5" x 1/8" thick extruded aluminum tubes. Larger framing members to be used when required.
- 4. The framework shall be assembled with only stainless steel and aluminum fasteners to prevent rusting or electrolytic interaction with framing members.
- 5. Shelter framing components and the method of fastening them to the supporting foundations shall be capable of withstanding lateral loads per ANSI A58.1, the UBC, or applicable local building codes, whichever is more stringent.
- 6. Method of mounting shelter to concrete pad shall allow adjustment to varying sidewalk or mounting conditions. The base of the shelter columns shall be designed to accept both internal and external base flanges. If external base flanges are used, they shall have same anodized or duranodic finish as bus shelter. Painted flanges will not be accepted.
- 7. Bus Shelter posts shall contain internal drainage weep holes to prevent condensation build-up.
- 8. The entire shelter must be the same color on all metal components.

2.2 ROOF

2.2.1 STANDARD PASSENGER BUS SHELTER

The standard passenger bus shelter roof specification shall be aluminum roof panels in the barrel vault shape. Color shall be the same as the rest of the bus shelter which will be the choice of each transit system. Tolar Model 13NALD –PM,Duo-Gard, Brasco, Columbia Equipment Company or Equal.

The roof shall be enclosed both top and bottom by continuous, compressed gaskets of expanded EPT rubber or neoprene SCE41, with adhesive backing and shall be leak and condensation proof. All roof seams and joints between dome and aluminum shall be continuously sealed with premium construction grade silicone. Roof shall be held in place by stainless steel bolts. NO snap in members will be permitted. The roof can be wider than the side panels. The side panels are width requirements.

It is recommended that the vendor supply a color chart with bid. No white dome will be accepted.

2.2.2 VICTORIAN STYLE PASSENGER BUS SHELTER

The Victorian style passenger bus shelter roof specification shall be aluminum roof panels in a hip roof shape. Color shall be the same as the rest of the bus shelter which will be the choice of each transit system. The roof can be wider than the side panels. The side panels are width requirements. Daytech AHO05x10N VIC, Duo-Gard, Brasco, Columbia Equipment, Tolar or Equal.

The roof shall be enclosed both top and bottom by continuous, compressed gaskets of expanded EPT rubber or neoprene SCE41, with adhesive backing and shall be leak and condensation proof. All roof seams and joints between dome and aluminum shall be continuously sealed with premium construction grade silicone. Roof shall be held in place by stainless steel bolts. NO snap in members will be permitted.

It is recommended that the vendor supply a color chart with bid.

2.3 WINDOWS AND WALL PANELS

Window and roof panels shall a minimum of ¼" thick and secured to the framing structure with special extrusions to provide a safe weather-protective enclosure. Window color shall be bronze tint or as close to the color of the shelter as possible. Window material shall be translucent polycarbonate structured sheet and shall be sealed as to provide a water-proof barrier in compliance with all state and federal specifications.

2.4 FINISH

The finish of extruded aluminum framework shall be completed in accordance with the Aluminum Association and the color shall be chosen by the transit system. It is recommended that the vendor supply a color chart with bid.

2.5 ERECTION OF SHELTERS

The manufacturer shall provide a complete set of erection instructions with complete diagrams. Erection shall be performed by the transit systems.

2.6 PROTECTION AND CLEANING

The vendor shall ensure that the shelter panels and components are protected from damage during shipping and erection with proper materials supplied during shipping.

3.0 OPTIONS

3.1 OPTION 1: PERFORATED STEEL SIDE PANELS

This option will take place of standard side window and wall panels. The vendor shall supply installation procedures, warranty, literature and photos of material with bid. This option shall meet all specification requirements in Section 2.3. It is recommended that the vendor supply a color chart with bid.

3.2 OPTION 2: <u>ALUMINUM SIDE PANELS</u>

This option will take place of standard side window and wall panels. The vendor shall supply installation procedures, warranty, literature and photos of material with bid. This option shall meet all specification requirements in Section 2.3. It is recommended that the vendor supply a color chart with bid.

3.3 OPTION 3: SHELTER BENCH WITH ANTI-VAGRANT BARS

One 3' Perforated metal bench with no back and two anti-vagrant bars shall be supplied. It is recommended that the vendor submit installation instructions, complete diagrams, warranty, and literature with photos with bid. Tolar Manufacturing benches or Equal.

3.4 OPTION 4: SOLAR LIGHTING SYSTEM

A bus shelter LED lighting system providing ultra safe, low voltage lighting to illuminate shelters for passengers as they wait. No trenching, wiring and no connection to any power source is required. The system has be design to have vandal resistant hardware, 5-day battery reserve, plug in component and maintenance free gel batteries and at least a 2-year warranty. It is recommended that the vendor supply warranty information, specifications, literature, installation requirements and complete installation diagrams with bid. SOL Model # TSSL or Equal.

3.5 OPTION 5: SOLAR POWERED TRANSIT STOP

Carmanah's i-STOP(r) Solar-Powered Transit Stop or Equal. It is recommended that the vendor supply literature, warranty, installation requirements, complete installation diagrams and description with bid.

PRICE SHEET For PTR10035

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1. STANDARD SHELTERS			Estimated number of units	Extended Price
A: Size 3 x 9	\$	3460,00 each	100	\$ 346,000.00
B: Size 3 x 12	o	4061.00 each	100	\$ 406,100,00
C: Size 5 x 7	8	3281 . 00 each	100	\$ 326,106.8
D: Size 5 x 9	\$	3648,00 each	100	\$ 364,800.00
E: Size 5 x 10	69	3989,00 each	100	\$ 398,900 .00
F: Size 5 x 12	\$	4287.00 each	100	\$ 428,700.00
2. VICTORIAN STYLE SHELTERS				
A: Size 3 x 9	\$	3611,0 each	100	\$ 361,100.00
B: Size 3 x 12	8	4170 ,00 each	100	\$ 417,060.00
C: Size 5 x 7	6	3489 .00 each	100	\$ 348,900.00
D: Size 5 x 9	↔	3856 .00 each	100	\$ 385,600.00
E: Size 5 x 10	\$	4139 ceach	100	\$ 413,900.
F: Size 5 x 12	\$	4577 .00 each	100	\$ 457,700.50

TOTAL FOR BID EVALUATION: Note: Unit pricing above must be firm and will be used for when awarding the contract for these items.

\$ 4,656,800.00

OPTION SHEET For PTR10035

OPTIONS		Estimated number of units	Extended Price
OPTION 1: PERFORATED STEEL SIDE PANELS \$	79.00	100	\$ 7900.00
(typical for 5' \$ 10' walls), loga street OPTION 2: ALUMINUM SIDE PANELS UP 470-10/10 placement for 2'x6' panel	87,00	100	8 20 8
OPTION 3: SHELTER BENCH WITH ANTI- VAGRANT BARS	565,00	100	\$ 56,500.00
OPTION 4: SOLAR LIGHTING SYSTEM \$	1860.0	100	\$ 186,000,00
OPTION 5: SOLAR POWERED TRANSIT STOP \$	1765.00	100	\$ 176,500.00
TOTAL FOR BID EVALUATION:		S	435,600,00

Note: Unit pricing above must be firm and will be used for when awarding the contract for these items.

Note: Pricing presented based on assumption that all johns are available under Contract. If individual items selected, shipping costs may need adjustment. Please call Dus-Good (each for Mike Arvidson) if considering amording to multiple venders (per 1.1).

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 seg. 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) <u>Disabilities</u>. 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 seg. 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 seg. 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.

<u>Violation; Liability for Unpaid Wages; Liquidated Damages</u>. 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.

<u>Subcontracts</u>. 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 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 setting 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's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Bankruptcy 4 6 1

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. <u>Subcontractors</u>. 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/Partemerships/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. <u>Assocations or Organizations</u>. 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. <u>Appeal Within Five Days</u>. 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:
- 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. <u>See, e.g.</u>, 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. <u>FTA Determinations to Decline Protest Reviews</u>. 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 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 leading 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. OBM) "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

MAR. 29. 2010 3:43PM

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WV DIV OF PURCH State of West Virginia
Department of Administration
Purchasing Division

Administration
Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for

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F	RANK WHITTAKER
3	04-558-2316

RFQ COPY TYPE NAME/ADDRESS HERE

DIVISION OF PUBLIC TRANSIT

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NO. 8395

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

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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- **12. BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division, Complete all sections of the quotation form,
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications; Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

PTR10035 Technical Questions and Answers

1) Section 2.3 states (and addendum 2, question 2 seems to reiterate) that the wall glazing is to be "translucent polycarbonate structured sheet." Polycarbonate structured sheet is a multi-wall / fluted / ribbed material that is not transparent, and is translucent to the point of having a shower door quality, so that images are very distorted. Is this your intent, or were you wanting a transparent solid polycarbonate (with a bronze tint)?

Answer: Bronze tint will be approved.

2) For the roof metal, will you accept a galvanized / "galvalume-coated" steel roof panel (barrel and hip shapes), with a 20-year warranty 3-coat Kynar 500 paint finish, assuming it matches the color of the rest of the shelter?

Answer: This must meet specs as stated. Denied.

3) Since each transit system is choosing colors, if the above roof metal option is approved, can the systems choose a roof color that may or may not be the same as the rest of the shelter, but complimentary, from a standard chart?

Answer: Denied.

4) Can you give an idea or a range of about how many shelters of a particular type / color each transit system will be ordering?

Answer: WVDPT can't guarantee the number of any orders. Please review RFQ.



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

Request for BEONEMBER

PTR10035

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CANTON MI 48187

ADDRESS CORRESPONDENCE TO ATTENTION OF THE FRANK WHITTAKER 104-558-2316

DIVISION OF PUBLIC TRANSIT

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

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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 PTR10035

ADDRESS CORRESPONDENCE TO ATTENTION OF

*RANK WHITTAKER 304-558-2316

*A02142217 734-207-9700 DUO GARD INDUSTRIES INC

40442 KOPPERNICK

CANTON MI 48187 DIVISION OF PUBLIC TRANSIT

BUILDING 5, ROOM 906 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV

25305-0432 304-558-0428

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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 o	
of the Surface Transportation Act of 1982, as ame	nded, and the applicable regulations in 49 CFR
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Authorized Signature	
Duo-Gard Industries Inc	
Company Name Michael Arvidson	
Name Exac Vice President	
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Certificate for Non-Compliance with Section 165	(a)
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165(a) of the Surface Transportation Assistance A	
an exception to the requirement pursuant to section	n 165(b)(2) or (b)(4) of the Surface
Transportation Act of 1982, as amended, and the	
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Date	•
Authorized Signature	
Company Name	
Name	
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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.

***	3/3/10
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	SPECIFICATION COMPLIANCE
discre	: <u>Please check</u> if what is offered is in exact compliance with specifications. Any pancies must be listed as an attachment to the bid proposal. Exact dimensions andlor otions must be provided as a part of the Contractor's bid proposal when submitted.
<u> </u>	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.

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),
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),
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. EXECUTIVE VICE PRESIDENT
Signature and Title of Authorized Official

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, etseq.)]
- 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, Duo-GAR	D INDUSTRIES	certifies or affirms the
truthfulness and accuracy of eacl	h statement of its certifi	cation and disclosure if any In addition
the Vendor understands and agre	es that the provisions o	f 31 U.S.C. § 3801, et seq., apply to this
certification and disclosure, if an	γ.	3 , o o q., appry to ting
3/31/10 Date	· /1	Paul Amds
Date '	Authorized Signati	are
	EXECUTIVE	E VICE PRESIDENT
	Title	



WV PURCHASING ACA SECT Fax 304-558-4115
REQUEST TOT State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

PTR10035

Mar 15 2010 01:14pm P001/002

Madoressicorrespondence no anteniono richi FRANK WHITTAKER 304<u>-558-2316</u>

ADDRESS CHANGES TO BE NOTED ABOVE

*A02142217 734~207-9700 DUO GARD INDUSTRIES INC 40442 KOPPERNICK

CANTON MI 48187

DIVISION OF PUBLIC TRANSIT

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

EREIGHT TERMS TERMS OF SALE SHIP VIA DATE PRINTED cotant tag ವರಿ 03/15/2010 BID OPENING DATE: 01:30PM TIME 03/25/2010 AMOUNT UQP ITEM NUMBER UNIT PRICE QUANTITY LINE THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED TECHNICAL QUESTIONS INADVERTANTLY OMITTED FROM ADDENDUM NO. 1. THE BID OPENING DATE AND TIME HAVE CHANGED. OPENING IS CHANGED TO 03/25/2010 AT 1:30 PM. 395-30-99-001 d001 HM 1. PASSENGER SHELTERS PRE-ENGINEERED BUS PTRlod35 ***** TOTAL: THIS IS THE END OF RFQ SEE REVERSE SIDE FOR TERMS AND CONDITIONS 3/24/10 7342079700

TECHNICAL QUESTIONS-RFQ# PTR10035

Question #1-Paragraph 2.2.1 and 2.2.2 reference a specific manufacturer's part number. The specs of those particular shelters are really only know to those two manufacturers. Can you provide more specific information about the specifications of the two shelters noted?

Answer-Please note the specs in 2.1, 2.3, 2.4-2.6.

Question #2 - It appears from their website that the Daytech Victorian shelter may have some ceramic decoration in the glass, but paragraph 2.3 states that the wall panels be bronze tinted structured polycarbonate.

Answer-This is not a requirement.

Question #3 -Due to the potentially large number of shelters, can a minimum order of the 12 variations be established?

Answer-Denied.

MAR. 2.2010 9:46AM

WV DIV OF PURCH State of West Virginia

Request for HEONUMBER Department of Administration Quotation Purchasing Division 2019 Washington Street East

NO. 8144 PTR10035

P. 1/2

FRANK WHITTAKER 104-558-2316

VENDOR

734-207-9700 *A02142217 DUO GARD INDUSTRIES INC 40442 KOPPERNICK

Post Office Box 50130

Charleston, WV 25305-0130

CANTON MI 48187

DIVISION OF PUBLIC TRANSIT

ADDRESS CORRESPONDENCE TO ATTENTION OF

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

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PTR10035 Responses to Technical Questions

- Are permits needed for shelter installation? The vendor will not have to supply permits. This is
 up to the transit system.
- 2. Are there any shelter removals in Scope? NO, once again the transit system will be responsible.
- 3. We are concern about installing all over the state of West Virginia, how many cities (municipalities) are involved? See section 2.5 of the specs of the RFQ for clarification. Transit system responsibility.
- 4. Was there a prior bus shelter contract in place? Yes If so, who held the contract? Tolar Mfg. How many shelters were purchased? 200+, please refer to page page 2 of the RFQ concerning quantities.
- Are we able to provide pricing based on a minimum of 10 shelters at a time to maximize Production and Freight? No. Please refer to page 2 of the RFQ concerning quantities.
- 6. Is there any room for storing inventory of any shelters? Question is unclear. All shelters will be shipped to each address of the transit system. They will have proper storing space for the shelters until they install them.

This is a sampling of Transit Shelter projects Duo-Gard has recently completed, with referral names and numbers.

Architectural Daylighting Systems and Site Shelter Solutions

If you have any questions about our shelters, feel free to call me at 800-872-4404, ext. 15.
Bruce D. Irving, Engineering Services Manager



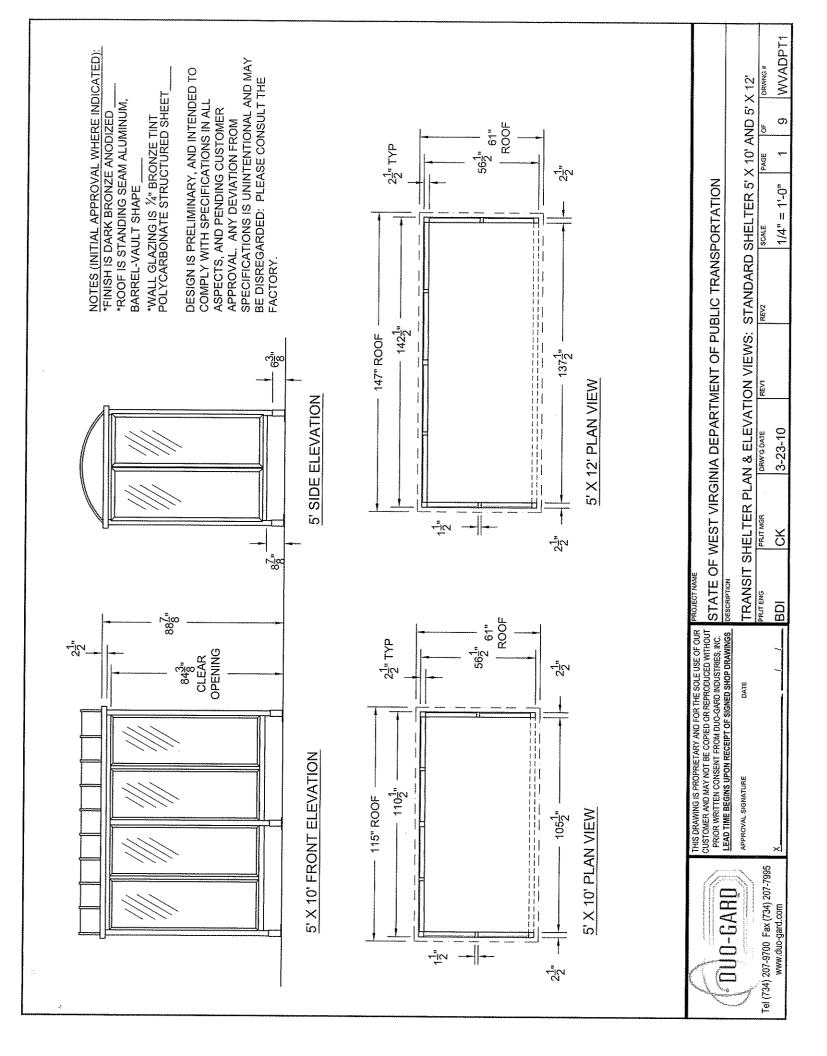
Customer	Contact Name	Phone & Fax #	Project	Date	
City of Madison, WI	Chris J. Petykowski	608-267-8678	Supply and install 7 "Capital Square" premium shelters, 11' x 26' with translucent "batten"	'07	
AATA Ann Arbor, MI	Chris White	734-677-3922 734-973-6338	Supply / design / build contract, approx. 25 shelters/year, 6'x 12' mult. configurations*	'07-'11	
Delaware Transit Corp. (DART) Wilmington, DE	Jeff Gropp	302-577-3278	141+ shelters: incl. standing seam hip roofs w/dormers (5'x 8' up to 10'x 22')	1998- 2012	
Birmingham- Jefferson County, AL	L.A. Moss	205-521-0130	Supply 56+ shelters (up to 100 in 3-yr contract) 6'x12', standing seam hip roof	'07-'11	
WHATCOM Transportation Authority, Bellingham, WA	Mike Harrold	360-715-4525 360-527-4865	Multi-year Contract, supply approx. 18+ shelters/year, 5'x10'-5'x14'	'07-09	
HARTLINE Tampa, FL	Les Weakland	813-223-6831 813224-0521	Supply and install 16 transfer station shelters, 14' x 33' standing seam metal roofs, Florida	'06-'07	
MARTA Atlanta, GA	Matt Bunch / JM Wilkerson Const.	770-953-2659 770-933-9665	Supply and installation contract for 200 shelters, 4'x10' with perforated metal	'05-'07	
SEPTA Philadelphia, PA	Wally Ruteki / Rockport Construction	610-623-2300 610-623-0301	Installation contract for 8 custom 7' x 13' Rail Platform shelters, with shingle roofs, vandal-resistant glass film.	'06	
METRO Transit Minneapolis/St. Paul, MN	Evan Steiner	612-349-7696 612 349-7548	256+ shelters (from 6' x 8' to 6' x 17') and 27 custom "Victorian" shelters	1999-2009	
Central Ohio Transit Authority (COTA), Columbus, OH	Vince Zeno	614-298-2327	171+ shelters (4'x10' and 4'x12', lattice grillwork, 11'x 25' with lighted ad panels), 5-yr contract start '08: approx. 300 shelters	'04-'12	
Public Transportation Board of Bermuda	Randy Brangman	441-292-3851	Supply 11 shelters, 4' x 16' to 6' x 16'	'04	
Greater Portland Transit District, Portland, OR	Pam Plante	207-774-0351 207- 774-6241	Supply 10 shelters, 5' x 10'	'04	
Kalamazoo Metro Transit, Kalamazoo, MI	Hank Caulder	269-337-8073	Supply 5 shelters, 5' x 9'	'04	
Wichita Transit, Wichita KS	Talbert Showalter	316-352-4807	31 shelters 5'x10 / 7'x14' with custom paint and	'06	
Polk County, FL	Paul Simmons	863-534-5368	28 shelters 5'x10'* [†] , 13 steel umbrellas 6'x10'* [†]	'00-'05	
Five Seasons Transportation Cedar Rapids, IA		319-286-5062 319- 286-5130	26 shelters 5'x10', gable standing seam metal roof	'05-'07	
ntercity Transit, Olympia, WA	Jon Licht	360-705-5882 360-786-5074	119+ shelters, 5'x10', powder-coat finish	'04-'08	
Arlington County DPW, Arlington, VA		703-228-4803 703-228-7548	27 shelters 4 sizes, and benches	'04-'06	
MetroLINK, Rock Island, IL			Supply 27+ shelters (6'x 10',8'x 12'), some with perforated metal walls	'97-'07	

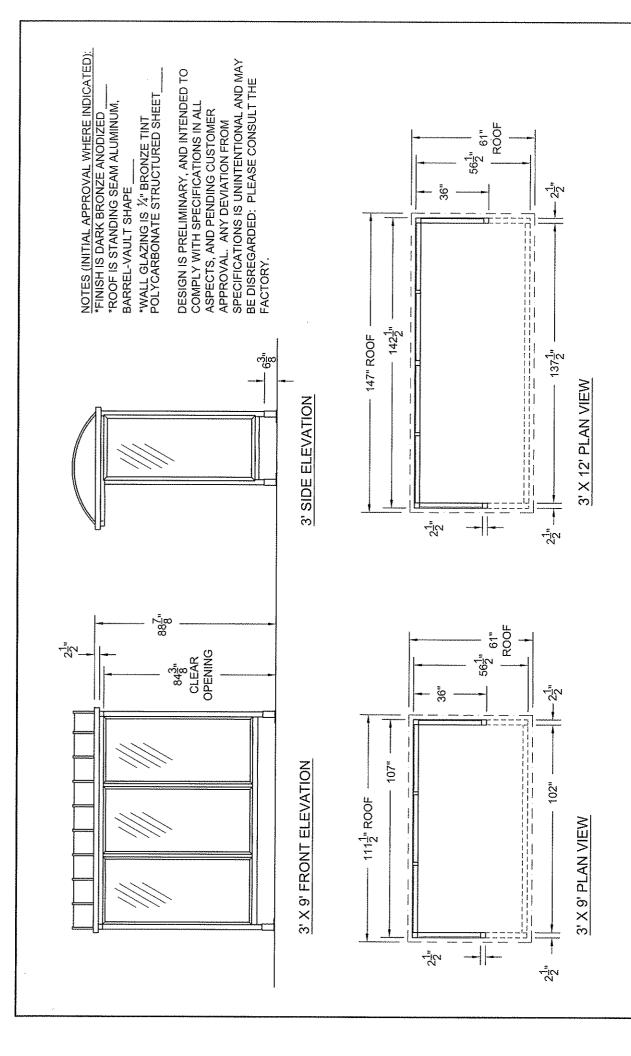
Continued on next page.

^{*} includes installation † includes excavation and concrete

Customer	Contact Name	Phone & Fax #	-	Date '03-'07	
Colorado Valley Transit	Vastene Olier	979-732-2031	Supply 6 units, 6' x 8', 6' x 17', 7' x 14' standing seam metal		
East Chicago Transit, City of East Chicago, IN	Paul Chavarria	219-391-8465 219 391-8473	Supply 13 (install 6) shelters (5' x 10'), plus bus stop signs	'97 & '02	
City of Beaumont, TX	Shona Honey	409-880-3758 409-880-3747	Supply 40 shelters, 5' x 7' and 5' x 15'	'02	
City of Lompoc, CA	Richard Fernbaugh	805-736-1261 805-736-5347	Supply 22 shelters, 5' x 12' with faux Spanish Tile roofs	'02	
MBTA Boston, MA	Chris	617-222-4505	Supply 25 shelters (5' x 10' special modular units)	'01	
City of Sioux Falls, SD	Scott Rust	605-367-8836 605-367-7700	Supply 10 shelters (5'x10' green, gold grillwork, cast iron benches, solar retro-fit)	'01, '06	
Butte County, CA	Carol White	530-538-7171	24 units 4'x 8'perforated metal walls / bench	,00	
Port Authority of Allegheny County, PA (PATransit)	"Fast Eddy" Bak	412-851-4742	Supply and install 160 shelters (9' x 11' & 9' x 14' custom, gold anodized), purpleheart wood benches*	,00	
City of Rapid City SD	June Hart	605-394-4181 605-355-3520	Supply 12 shelters 5' x 10'	'00	
Salem Area Mass Transit Salem, OR	Steve Dickey	503-588-2424 503-566-3932	Supply 50 shelters in phases (5' x 8')	' 98	
City of Fayetteville, NC	Debra Pittman	910-433-1748	Supply 15 shelters (6' x 12')	'98 & '03	
Ben Franklin Transit Richland, WA	Rob Orvis	509-735-5125 509-735-1800	14 shelters (7'x 9'with flat roofs, kick panels and wood benches) & 2 info. kiosks	'98-'02	
Pierce College, Lakewood,WA	Curtis Lee	253-964-6595	Supply 6 shelters (10' x 10')	'97-'06	
Keyline Transit, Dubuque, IA	Mark Munson	319-589-4196	Supply 7 shelters (5' x 10')	'97 & '00	
Springfield Mass Transit District, Springfield, IL	Linda Tisdale	217-522-6087 217-789-9819	Supply 21 shelters (5' x 10'), and 10 shelters (5'x10')*	'97 & '01	
Town of Chapel Hill, NC	Bob Godding,	919-968-2755	Supply 16 units (5' x 15', 5' x 10', 5'x 7')	' 97	
US Army, Fort McCoy, WI	Mandy Radloff	608-388-2918	18 shelters (6' x 12')* †	'96	
US Army, Fort Drum, NY	John Stinson	315-772-5441	Supply 20+ shelters (8' x 10' and 8' x 12').	'96-'02	

^{*} includes installation † includes excavation and concrete





STATE OF WEST VIRGINIA DEPARTMENT OF PUBLIC TRANSPORTATION

RANSIT SHELTER PLAN & ELEVATION VIEWS: STANDARD SHELTER 3' X 9' AND 3' X 12' PRJTMGR WVADPT2

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1/4" = 1'-0"

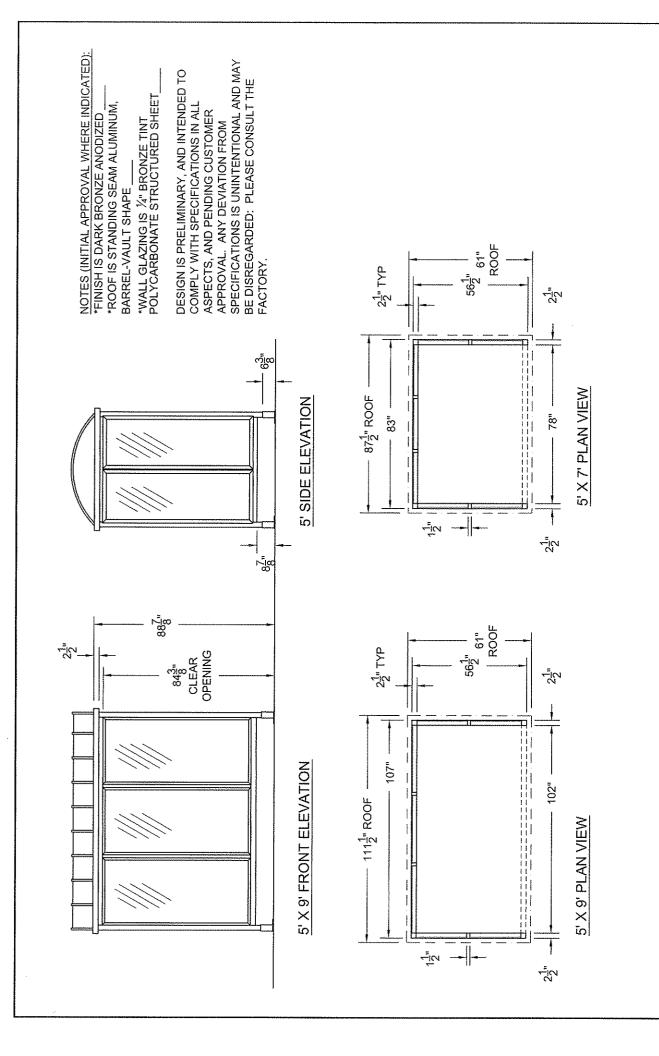
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Tel (734) 207-9700 Fax (734) 207-7995 www.duo-gard.com

DIO-GARD

3-23-10 충 DATE APPROVAL SIGNATURE



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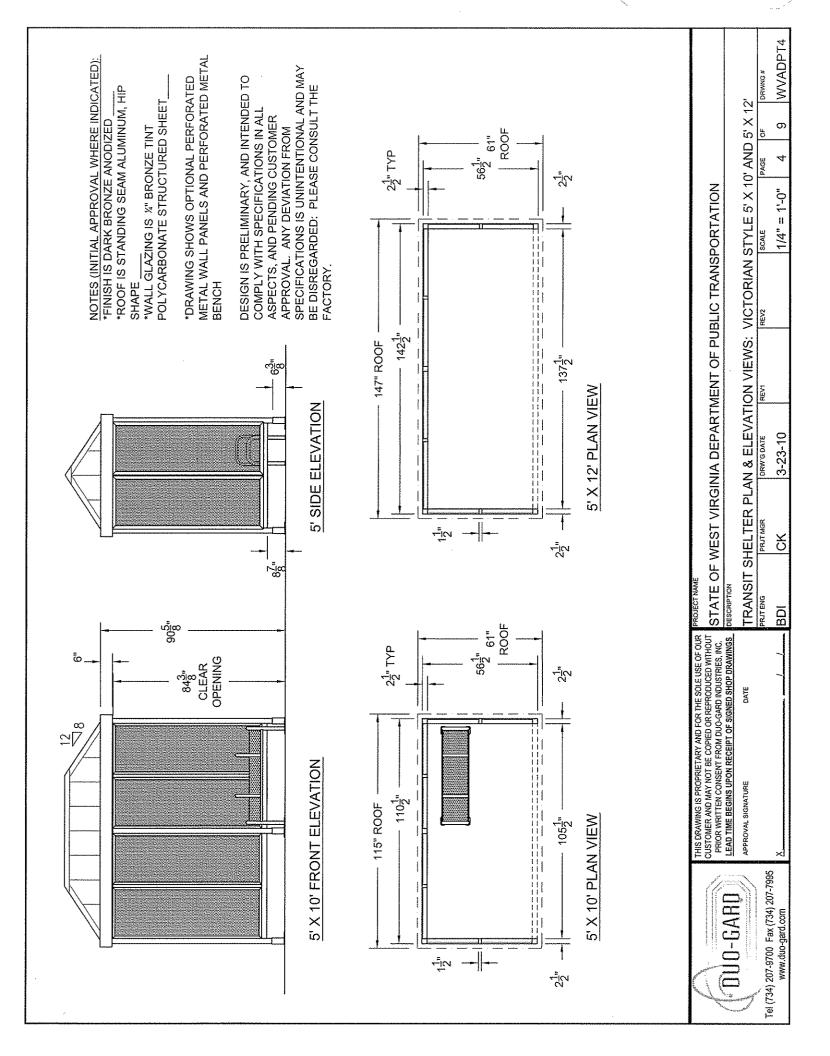
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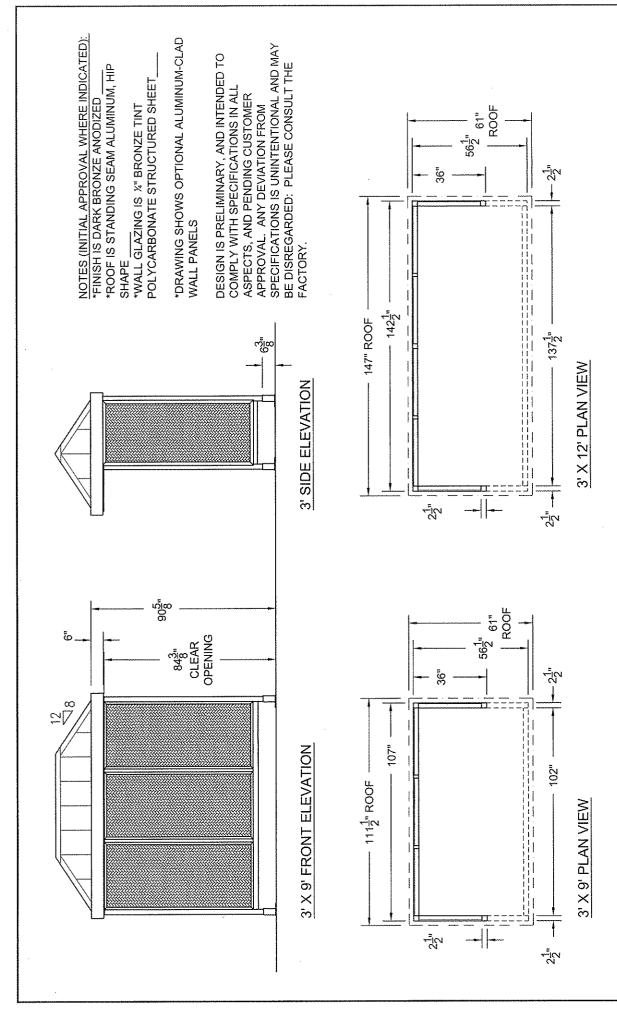
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DUO-GARD

RANSIT SHELTER PLAN & ELEVATION VIEWS: STANDARD SHELTER 5' X 9' AND 5' X 7'

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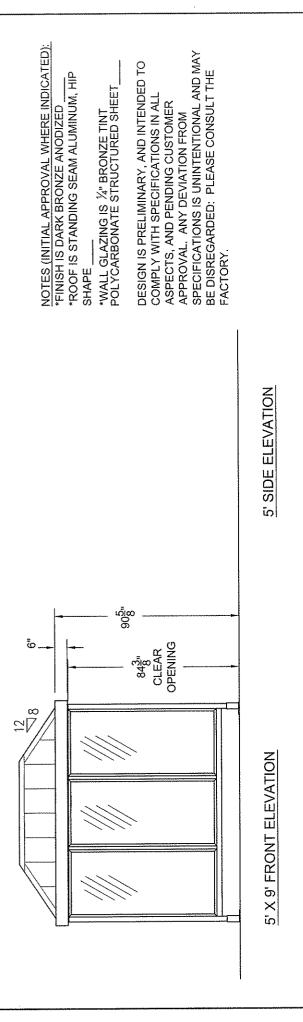
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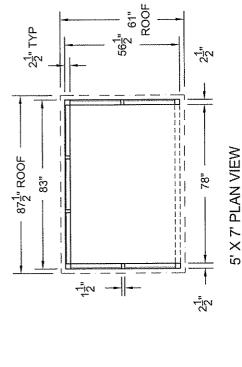
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WVADPT5 TRANSIT SHELTER PLAN & ELEVATION VIEWS: VICTORIAN STYLE 3' X 9' AND 3' X 12' σ 1/4" = 1'-0"3-23-10 쏬 8





ROOF

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5' X 9' PLAN VIEW

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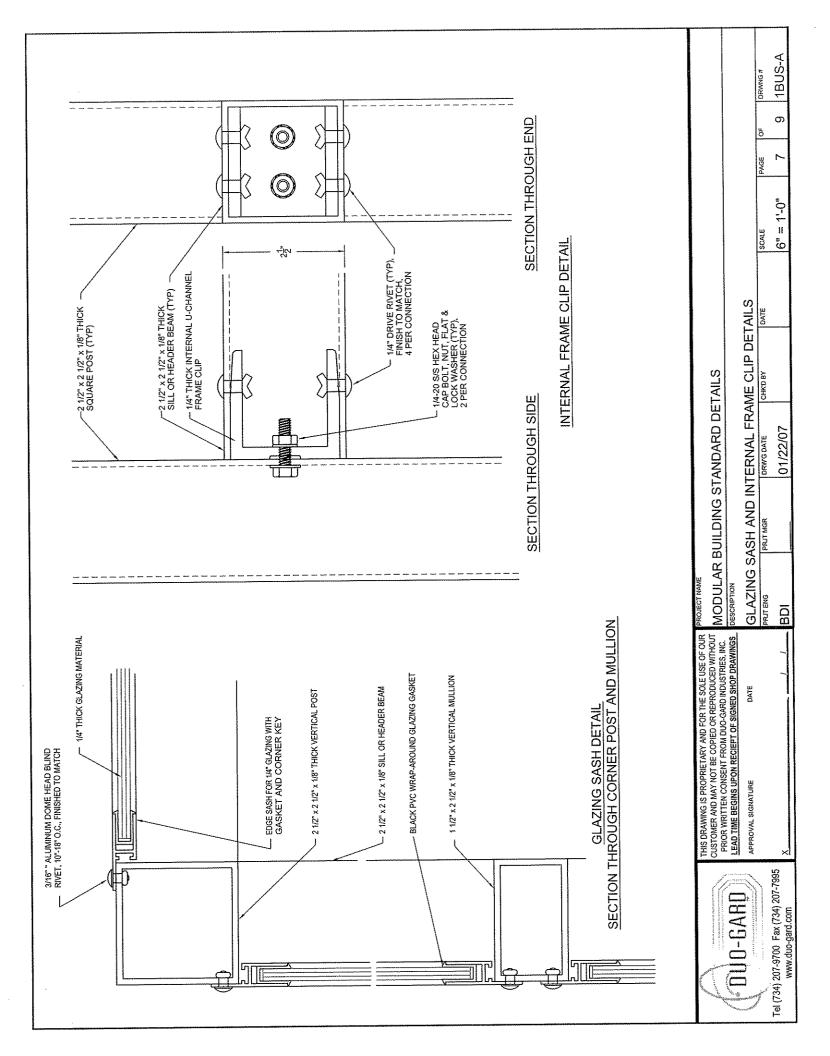
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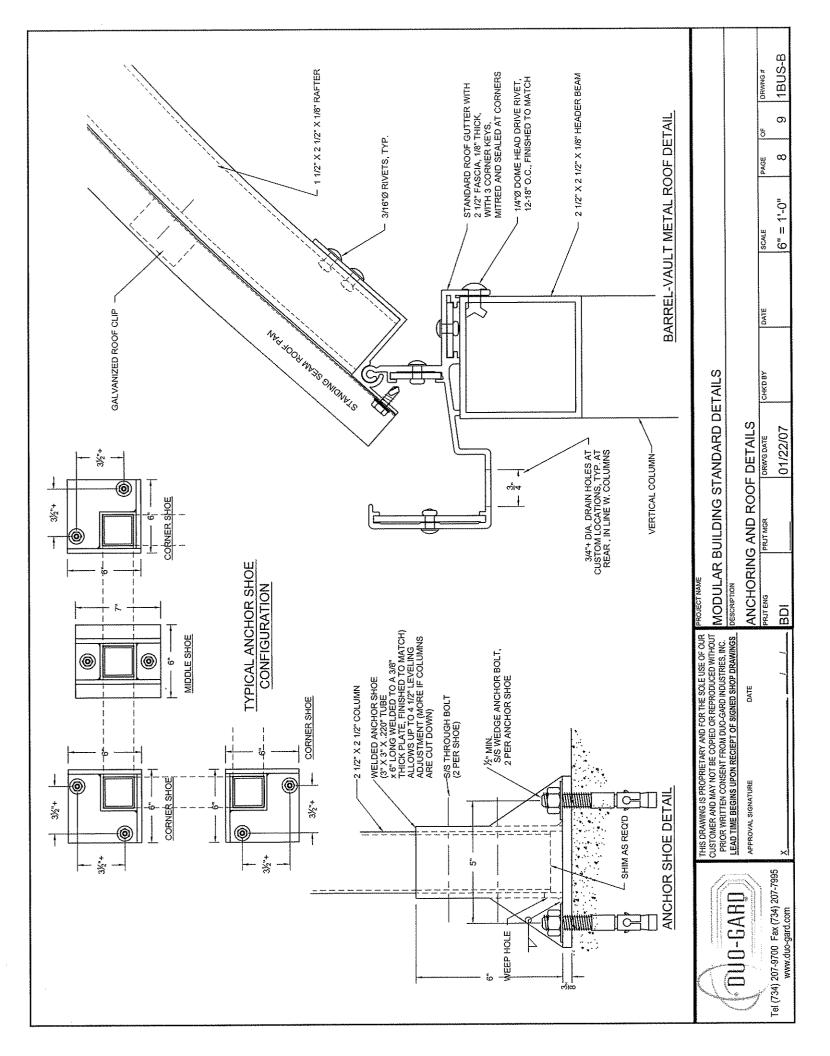
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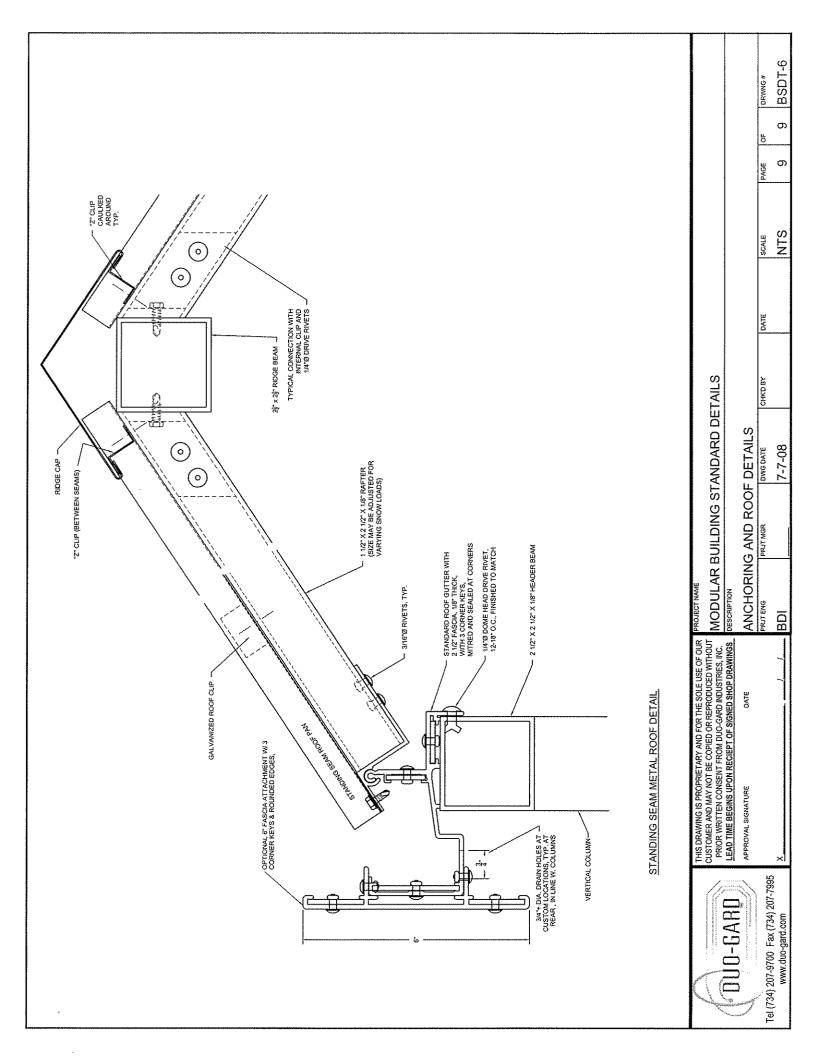
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Duo-Gard Industries Inc. Basic Bus Shelter/Smoking Shelter Installation Instructions

BEFORE YOU BEGIN:

Your shelters may have been packaged by part as opposed to completed unit. To build one unit, select the parts on the packing list, according to the corresponding quantities for one unit listed in that column of the packing list. Please read through all of the instructions and become familiar with the parts before you begin installation. If you have any questions before, during, or after your installation, please call our **Toll-Free Installation Hot-Line at 800/872-4404.**

NOTE: If there were submittal drawings with the project, any deviations in those drawings supersede procedures in these instructions.

TOOLS NEEDED:

- Two 6' ladders
- Hammer drill with 1/2" dia. masonry bit
- Drill motor with 1/4" and #11 drill bits
- Hex sockets for 1/2" dia. bolts
- Heavy-duty Pop rivet tool
- Caulk gun
- rubber mallet
- steel hammer
- tape measure
- level
- grease pencil
- 10' pipe clamps (optional)
- 2x4 plank (for propping up shelter)
- touch-up paint (available from factory)
- colored and clear caulk (if multiple domes)
- power source (extension cords and/or generator)
- 1/8" allen wrench (if multiple domes with 6" fascia attachment)
- Power driver with 5/16" hex socket (if multiple domes with 6" fascia attachment)

Duo-Gard Industries Inc. 40442 Koppernick Road * Canton, MI 48187 734/207-9700 * 800/872-4404 * fax 734/207-7995

ERECTING THE WALLS:

- 1. It is good to determine the orientation of the anchor shoes prior to starting: they can be located such that the flanges and bolts are under the sill beams (out of the way of traffic), and/or outside or inside the shelter (easier to install the bolts), whichever suits the needs of the particular location.
- 2. Starting with the left side wall and left rear wall, insert the bottom of each post into an anchor shoe, stand the two wall panels up and attach by sliding the open tube end of the left side wall into the clips on the left rear wall. You may need to use a rubber mallet or a hammer and block of wood to fully engage tubes over clips. Using a 1/4" drill bit, drill into the holes in the horizontal tubes through the 1/4" thick clips (if necessary). Secure with 1/4" x 3/8" grip range dome head drive rivets as follows: two each on top and bottom of the header, and top and bottom of the sill. Note: if the roof is a flat pan or other special condition, then use flat head drive rivets in the top (only) of the header beam (factory countersunk).
- 3. Continue attaching the walls in this manner, adding the remaining walls according to the drawing. If there are cross-beams, do not completely attach the front wall to either side wall until you install the cross-brace beams. You may also wish to wait to secure some of the rivets until the cross-brace beam(s) are in place: Place the cross-brace beam(s) with the countersunk holes facing up (if any), over the clips on the front header/wall and rear wall, and secure with 1/4" drive rivets.
- 4. Attach the free ends of the glazing sash of each wall panel to the next wall panel, using 3/16" dia. x 1/4" grip range dome head pop rivets, finish to match. Pre-drill holes using #11 drill bits, into the small groove provided in the sash. Be sure that the rivet locations line up with the ones already in place. Prior to riveting, you may need to tap close some of the mitre joints. Also, from time to time there may be a mitred tip of the sash that does not sit flush with the adjoining frame members: tap them down with a hammer and block of wood, etc.
- 5. Square up the shelter at this point in the approximate final location of the shelter.

ROOF INSTALLATIONS:

1-PIECE PRE-ASSEMBLED ROOF (bubble, barrel, standing seam):

- 1. Set the correct roof panel onto the shelter, and making any adjustments to the shelter frame necessary so that the internal flange on the fascia/gutter extrusion slips down completely inside the shelter walls. The roof is properly oriented when the drain holes (3/4"-1" dia. at the corners) are in the **rear** of the shelter.
- 2. Secure the roof panels from the inside, using 1/4" dia. x 1/4" grip dome head drive rivets (finish to match), into the groove provided in the internal flange on the fascia/gutter extrusion. Pre-drill holes using 1/4" drill bit. Place them 3" from either end, and then approximately 12"-18" o.c. between. If there is a significant tolerance between the internal flange and the shelter frame, be careful not to squeeze the flange to the shelter with the rivet to prevent the mitre joint from spreading.

STANDING SEAM GABLE ROOFS, KNOCK DOWN:

See separate instruction sheet for installing these.

BUBBLE DOME ROOFS WITH MULTIPLE SECTIONS:

- 1. Take the two 2 1/4" x 6" x 1/8" plates and slide them 4" into the open ends of the fascia groove of one of the two roof panels, finished side out. Lay down a **thick** bead of caulk over the middle of each cross-brace beam (directly in the middle), continuing over the front and rear headers. Once one roof panel is in place, add caulk if necessary under edge of roof panel and make sure there is caulk located under the edge of the next roof panel.
- 2. Set the correct roof panel onto the shelter, and making any adjustments to the shelter frame necessary so that the internal flange on the fascia/gutter extrusion slips down completely inside the shelter walls. The roof is properly oriented when the drain holes (3/4"-1" dia. at the corners) are in the **rear** of the shelter.
- 3. Set the remaining roof panels onto the shelter. Slide the 2 1/4" x 6" plates over halfway into the adjoining roof panel's fascia to cover the gap left in the fascia.
- 4. Re-square the shelter, if necessary, and be sure the roof sections (if multiple) are tight against each other.
- 5. Secure the roof panels from the inside, using 1/4" dia. x 1/4" grip dome head drive rivets (finish to match), into the groove provided in the internal flange on the fascia/gutter extrusion. Pre-drill holes using 1/4" drill bit. Place them 3" from either end, and then approximately 12"-18" o.c. between. If there is a significant tolerance between the internal flange and the shelter frame, be careful not to squeeze the flange to the shelter with the rivet to prevent the mitre joint from spreading.
- 6. See 6" fascia installation below under options, if applicable.

ANCHORING THE SHELTER:

- 1. The typical shelter concrete base pad should have about a 1/2":10' pitch downward towards the rear of the shelter to facilitate drainage from the roof. If this is not the case, and for any other adjustments deemed necessary, a quantity of shims are provided to place inside the anchor shoes under the posts. You can also make adjustments by cutting off parts of the legs (with a hack saw or circular saw), but this is not recommended because then the changes are permanent and the shelter will not easily fit another location.
- 2. With the shelter in the exact position you want it, mark the hole locations for the anchor bolts in the concrete.
- 3. Slide the shelter a few inches to the side, if necessary, and drill 1/2" dia. holes (or larger, depending on size of anchor bolt required) into the concrete using a hammer drill and masonry bit.
- 4. Slide the shelter back into place (if necessary), and install the anchor bolts as follows: put the washers and nut on the bolt, with the nut half-way off (to protect threads from hammer blows), and hammer completely into the concrete. Turn nut until tight. Depending on the condition of the concrete, the nut may keep turning and not tighten completely. If this is the case, continue until 1/4"-1/2" of thread appears and stop. The pull-out strength of the bolts will still be intact if this is the case.
- 5. For tamper-resistance of the bolts, peen the threads with a hammer.
- 6. Using a 1/4" drill bit, drill four holes into the side of the anchor shoes into the shelter posts, (one on each face, centered over the amount of post inside the shoe). Secure with 1/4" dia. x 3/8" grip range

dome-head drive rivets. Note: some projects will require through-bolts instead of drive rivets. These will be included on the packing list and/or shown on submittal drawings.

IMPORTANT FINISHING TOUCHES:

- 1. Generously caulk and tool the mitre joints of the fascia/gutter using matching caulk, plus around the corner keys, and at the seam between roof modules, if applicable. **If multiple domes:** From on top of the roof, lay a thick, bead of clear (or any color) caulk across the seam between the roof panels, between the mill-finish aluminum dome caps, and tool.
- 2. If polycarbonate or acrylic windows, remove the plastic film from the windows and clean with soapy water and a soft cloth, if necessary. Important: Do not store roof or wall panels in the sun with the protective plastic / paper film still on it! Remove film prior to storage, otherwise it will bake on.
- 3. Using a solvent such as mineral spirits or toluene, clean all of the exposed aluminum parts, being careful not to get any on the plastic glazing or the roof. You may wish to do this before any caulking also, allowing it to dry.
- 4. Touch-up any mars, scratches, or fastener heads with matching paint (available from factory). Also, site conditions, factory tolerances, and movement during shipping and handling may cause some slight separation of structural joints or mitre joints in the sash. Use matching caulk to cover these joints and wipe clean.

PV-Stop Solar Lighting for Transit The PV-Stop is the world's most powerful and reliable solar powered LED bus stop lighting system. Providing intelligent control with superior technology and aesthetic design, the PV-Stop delivers safe and environmentally friendly lighting for any transit application. Designed specifically for the transit industry, the PV-Stop can be tailored to meet local transit authority requirements. The PV-Stop can be integrated with your current bus stop pole or be adapted to almost any new pole. Customer focused, integrated designs * Self contained, fully automatic solar lighting system Clean, bright white LED illumination High power, high efficiency solar panels Intuitive power management urbansolar

Solar-powered LED bus stop lighting delivers safety and increased customer benefits:

Rider experience & safety

- Positive and enhanced transit experience builds rider confidence and increases ridership
- Representation and the stop lighting is a known crime deterrent
- Reduced rider pass-bys the number one complaint reported by most transit agencies

Reduced costs & increased efficiency

- Quick installation
- One-time capital cost; no monthly utility bills
- No trenching; reduces installation cost
- No scheduled maintenance for up to five years
- 50,000 hour LED operating life span

Clean, energy efficient illumination

- Reduced greenhouse gas emissions
- Positions transit agency as innovative leader
- Builds public perception of transit as a sustainable transportation alternative

Specifications:

Lighting

Illumination technology:	high brightness cool white LED
Operating temperature:	-30 to 50°C (-22 to 122°F)
Illumination level:	5.0 foot candela peak, 8.0' from source
Illumination footprint:	6 ft diameter circular/elliptical
Output color:	5500K
Operational lifetime:	50,000 hrs

Energy Control Module*

Operating profile:	proprietary calendar based algorithm
Operating temperature:	-30 to 50°C (-22 to 122°F)
Operating voltage:	0 to 30V
Input current:	0 to 40A
Output current :	0 to 750mA
Low voltage disconnect:	yes
Lighting control:	automatic and on demand

Solar

Solar module technology:	mono-crystalline photovoltaic
Operating temperature	-30 to 50°C (-22 to 122°F)
Module size:	5W
Maximum operating voltage:	18V
Maximum operating current	5A

Mechanical & Battery

Pole acceptance:	up to 2-7/8" OD schedule 40
Operating temperature:	-30 to 50°C (-22 to 122°F)
Technology:	maintenance free, AGM, lead acid
Autonomy:	5 days
Operating voltage:	12V

Specifications are subject to change without notice and are intended as general guidelines. Detailed specifications are based on site specific weather conditions and system design variables.









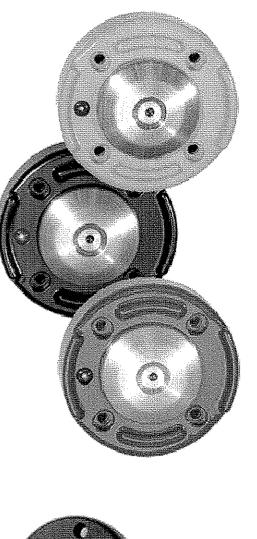


^{*} Patent pending.

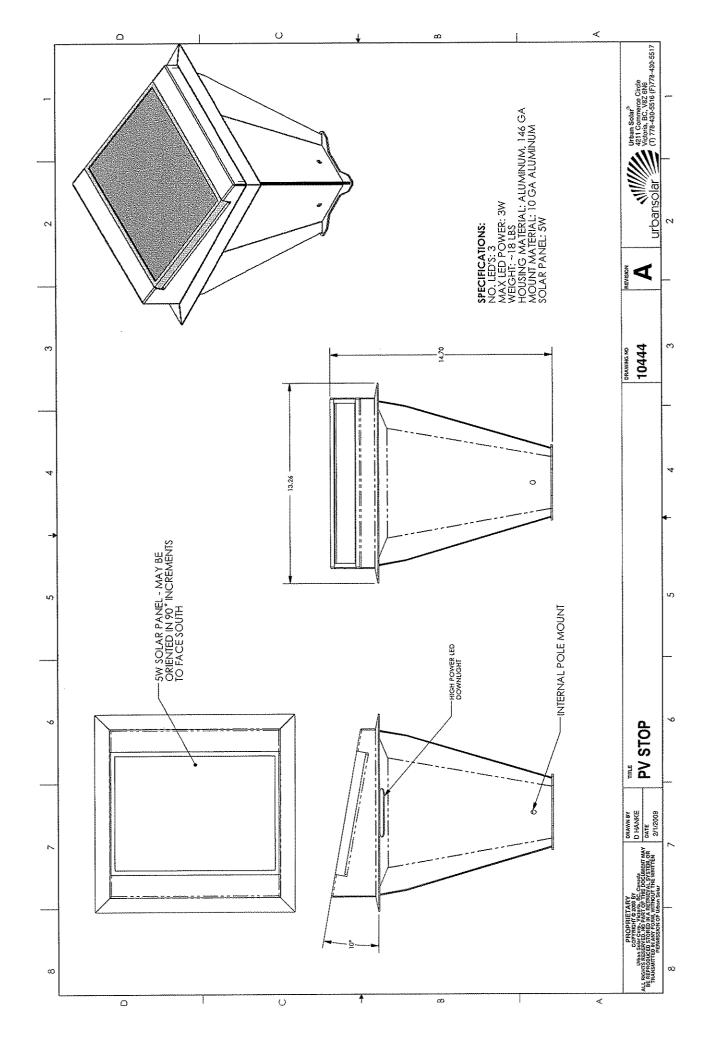
PV-Stop - Operation and Maintenance

Operating Profile for Metro - On Demand Operation

- Safe, focused, on demand illumination when the rider requires it
- Push or touch button options available. Color options
- Up to six hours of illumination; 3, 5 or 10 minute increments A

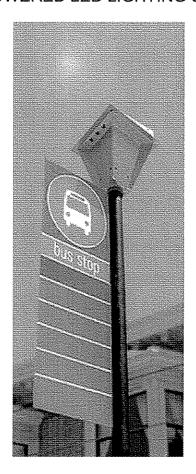






PV-Stop

Installation and Operation Manual TRANSIT SOLAR-POWERED LED LIGHTING SYSTEM



Date: January 15, 2010 Revision: C

Introduction

The Urban Solar Corporation PV-Stop stand alone solar powered LED lighting system has been designed specifically to meet the requirements for lighting Transit Stops and waiting areas. The PV-Stop has been engineered to provide reliable bright white lighting, an aesthetic look, and a very simple installation procedure.

How it works

The PV-Stop provides lighting using LED light fixtures, batteries, and solar panels, integrated with an energy control module (ECM). Electricity generated from the solar panels is directed to the ECM which controls the charging of the battery bank. The ECM senses darkness using the solar panel voltage, and switches on the power to the LEDs. The ECM can be factory programmed to provide variable calendar based lighting profiles (on time duration and intensity) to match the available solar insolation and user preferences.

The main system components are described below:

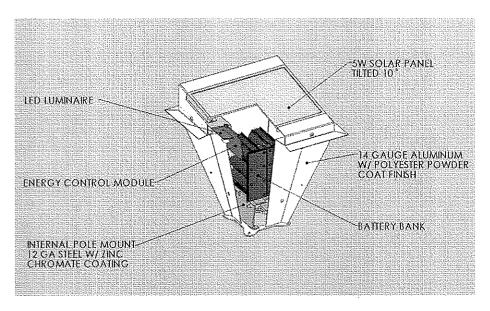
PV Array (solar module) - The PV array consists of a single 5W solar module. The solar panel size is sufficient to provide enough solar charging for the system to provide year round reliable lighting at any given geographical location.

Batteries- The battery bank is composed of two 8 amp hour 6 Volt cell wired in series. The batteries are sealed, lead acid, rechargeable, and provide a minimum of 4 days autonomy (i.e. the system could operate for a minimum of 4 days with absolutely no solar charging).

Luminaires- The LED luminaires contain high power white LEDs. The luminaires are driven well below their maximum power rating to increase efficiency and extend the already long life.

ECM - The Energy Control Module is the central control of the lighting system. In addition to regulating the operating profile, it controls battery charging and regulates the power to the LEDs. The ECM monitors the system performance to ensure the batteries will not be damaged by over charging, and will turn off the LEDs if the battery voltage falls below the low voltage disconnect (LVD) setting. Once the batteries have been sufficiently charged above the LVD, the ECM will turn the LEDs back on again.

Push Button (Optional) – The PV-stop may be ordered with an optional push button for "ondemand", rather than automatic operation.



The PV-Stop is shipped fully assembled, pre-programmed, fully charged, and ready for use.

Transitioning

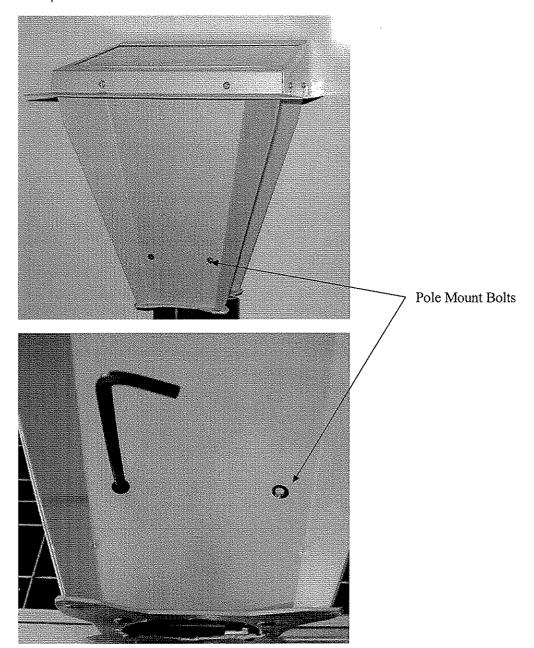
The PV-Stop will be in a dormant mode for shipping and will need to be "transitioned" in order to operate properly. Upon removing the PV-Stop from its' shipping box, it will be necessary to expose the solar panel to daylight for 20+ minutes, then cover the solar panel for 20+ minutes and verify that the lights come on. The PV-Stop is now ready for installation. Note that the PV-stop will go into dormant mode anytime it is exposed to darkness for more than 24hrs (for example when shipping) in order to preserve batteries. Therefore, if the units are stored in the shipping box (or complete darkness) they will likely need transitioning again prior to installation.

Note, if the transitioning step is bypassed, the PV-Stop will transition naturally after it has been installed for 24 hours and is exposed to a full day/night/day cycle.

Pole Mount

The PV-Stop has been designed with different pole mount brackets to accommodate up to 2-7/8" OD schedule 40 pole types. Please verify that you have the correct pole mount bracket for the intended installation.

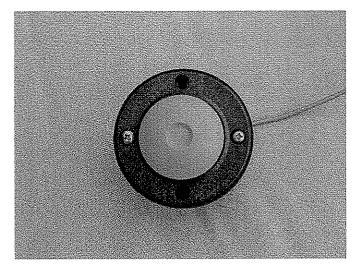
The pole mount bracket bolts are accessible through the holes near the base of the unit as shown in the photo below:



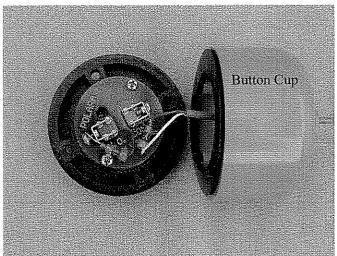
The bolts are already backed off so it is not necessary to loosen them any further prior to setting the unit on the pole.

Note: If you are installing the PV-Stop with the push button option it will be necessary to run the button wiring down the pole prior to mounting the PV-Stop unit on the pole. If you do not have the push button option, then skip this section.

Push Button Installation



Push Button - Front View



Push Button - Open Side View

Push Button Installation

Button Cup Installation Instructions:

Position the cup on the pole at desired location and height. Mark where the hole for the wire protector is needed then drill a ¾" diameter hole.

Position the cup with wire protector in the hole and mark where you want the two mounting holes. Drill and tap these holes for 1/4-20 coarse thread.

Place rubber o-ring pieces in the appropriate slots on the back of the cup. These pieces are designed to provide side support and pressure against the cup so the mounting bolts won't loosen. For 2½" to 7" diameter poles put the pieces in the two inside slots. For poles larger than 7" diameter put them in the two outside slots.

Bolt the cup to pole so it is very snug.

Wiring Procedure:

The push button wires are tucked up inside the base of the PV-Stop for shipping. Pull the wiring out and prepare to fish the wires down the pole.

Guide (using fish tape) the push button wires from the base of the PV-Stop, down the inside of the pole and out to the push button terminals.

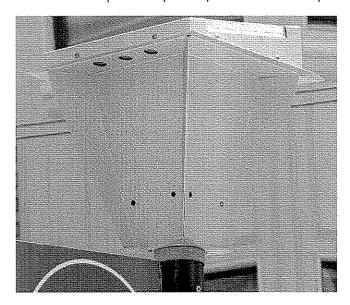
Place the PV-Stop on the pole and make sure the button wires do not get pinched where the PV-Stop pole mount bracket meets the top of the pole.

Attach the ring terminals to the button as shown – polarity is not important.

Secure the push button to the button cup using the o-ring and hardware provided.

The button installation is complete.

Install the PV-Stop on the top of the pole as shown in the photo below:

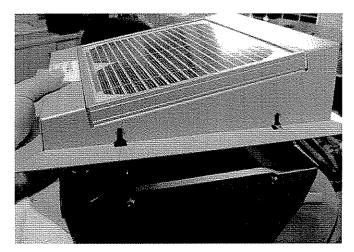


Once the unit is set atop the pole, first align the LEDs square to the desired lighting area, and then tighten the mounting bracket bolts using a number one quarter inch hex key. When tightening the bolts be sure to keep the PV-Stop level and square, and tighten the bolts alternately until fully tightened and secure.

Solar Panel Orientation

The solar panel should be oriented so that it is facing due south/southwest (to the nearest 90 degrees). If the southern exposure is significantly obstructed by buildings or trees, then it should face due west.

If required, the top of the unit can be removed in order to rotate the solar panel. Simply loosen (do not remove) the 4 screws securing the top of the unit, slide the top of the unit up and off, rotate, then slide back on and secure the fasteners. Note — this step can be performed in advance of installing the PV-Stop on the pole.



Final Testing (Optional)

This final testing step is to verify that the PV-Stop LEDs will operate when the solar panel is covered. If you have previously verified operation, this step can be omitted. Using an opaque material (a jacket works well), cover the entire solar panel and wait 20+ minutes. If the lights come on, the PV-Stop is ready to go. If the lights do not come on, then proceed to troubleshooting.

Operating Profile

The PV-Stop has a built in programmable energy control module (ECM). The standard operating profile has the PV-Stop automatically turning on at dusk at full brightness, and turning off at dawn – this is the dusk till dawn (D/D) profile. However, in some locations, and depending on the season, there may be insufficient sunlight to support the D/D profile all year long. Therefore, the PV-Stop is pre-programmed at the factory to set a calendar based operating profile to maximize the light intensity and duration based on NASA sunlight data.

For example, the PV-Stop might be programmed for D/D lighting for the months of May through September, and then a shorter lighting duration and/or lower intensity from October through April (for example, dusk+6hrs/dawn-2hrs, at 75% intensity). Since the programming is calendar based, the lighting levels and durations can be adjusted and optimized on any time interval.

Push Button Operating Profile

In this case, the ECM will be programmed to set the on-time duration for each button press, as well as a total on-time duration limit. For example, the on-time per button activation might be 5 minutes, while the total available on-time duration is set for 4 hours to allow for no more than 48 user activations per night. This a safety measure to preserve the batteries.

Data Logging /Retrieval

The ECM keeps a daily log of critical operating parameters such as battery voltage, solar panel and LED Current. This data can be retrieved in the field in order to assess the PV-stop performance. This gives engineering staff at Urban Solar Corp the ability to continuously evaluate performance of the solar charging capabilities and compare real time performance to the modeled simulations.

Troubleshooting

In the unlikely event the PV-Stop fails to turn on when the solar panel is covered:

Perform the transition again. Completely cover the solar panel and wait 20 minutes. Remove the cover and wait 20 minutes – the lights should come on. If they do not, repeat the transition step one more time. If lights do not come on contact Urban Solar Corp for assistance.

Maintenance

Although the system is designed to be maintenance free, optimal performance requires clean solar panels and lenses. Clean on an annual basis or as required. Use water and a soft sponge or cloth for cleaning and a mild, non-abrasive cleaning agent for more stubborn residue. Rinse well.

Batteries

Be cautious when handling the battery pack. It is capable of generating hazardous short-circuit currents. Remove all jewelry (bracelets, metal-strap watches, rings) before attempting to handle or disassemble the battery pack. Contact Urban Solar if further instruction is required.

Consult your local municipal by-laws for information on recycling the cells. DO NOT THROW THE CELLS IN THE GARBAGE!

Contact and re-order information

If you have any questions or feedback we would like to hear from you. Please visit our website or feel free to contact us directly at 778-430-5516 or <u>techsupport@urbansolarcorp.com</u>

Urban Solar Corporation 4211 Commerce Circle Victoria, BC Canada, V8Z 6N6 www.solarlightingfortransit.com



2209 S. Huron Dr. Santa Ana, CA., 92704 714-259-9772 Fax: 714-259-9454

LED Shelter Transit Security Light

The JRV bus shelter transit security light is a high output illumination system generating over 500 lumens of light and is capable of producing over 5 footcandles with various custom lenses. Features include:

- Five day battery backup with sealed maintenance free batteries.
- Mate and Lock dedicated electrical connector system with a modular design making installation and maintenance easy.
- Vandal resistant light fixture with polycarbonate lens.
- Vandel resistant power housing with tamper resistant fasteners.
- Five year warranty.
- Charge controller uses PWM, programmable, and has a low voltage disconnect. Factory set Dusk to Dawn.
- 80-Watt multi-crystaline Solar Module.
- System resetable circuit breaker (no fuses).
- External test switch allowing for field day time activation.
- Light fixture uses three very high output LED's and lenses spreading light over the entire shelter area.
- Acrylic powder coat finish on all parts (custom colors available).

Product Specifications:

Charge controller – Programmable in two hour increments or dusk to dawn, pulse width modulation, low voltage disconnect with integrated test button.

System size – 80-watt multi-crystaline solar module, 12 VDC, 24 Amp-Hr capacity GEL cell maintance free, redundant electrical system.

Light fixture – three high output LED's, @5,000°K color temperature, 100,000 hr. rated life, redundant wiring, aluminum powder coated housing with polycarbonate lens.

Misc. – Weight 50 lbs., -20 °F − 120 °F operating range,

Electrical system – Resetable circuit breaker, test switch, mate and lock connector system, class #2 low voltage, meets NEC #690.

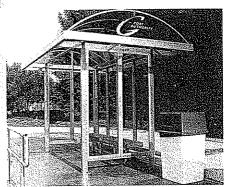
Illumination – Pattern rectangular 5' x 12', 5-8 FC.

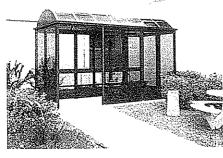
Solar module – Mast mounted 45° South, all aluminum construction acrylic powder coated.

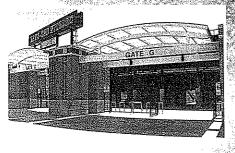
Installation Procedure:

- 1) Mount mast and Solar module to side of shelter. Point solar module South.
- 2) Mount Power enclosure to inside of shelter. Install batteries and plug into charge controller connector.
- 3) Route supply wire from solar module to power enclosure.
- 4) Route supply wire for light fixture to mounting location.
- 5) Plug light fixture into supply wire and mount with two fasteners.
- 6) Complete connector hookup in power housing and press test switch to activate light fixture. Complete.



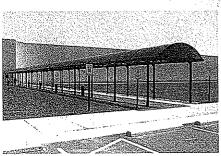




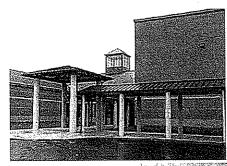


Smoking Shelters

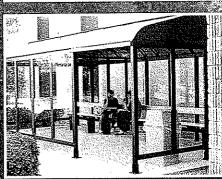


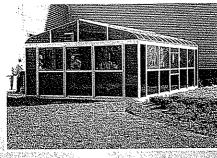


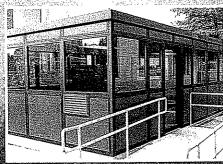
















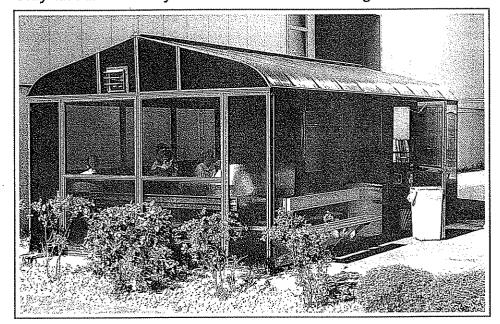


CUSTOM-FIT SOLUTIONS WITH OFF-THE-SHELF SAVINGS.
ONLY FROM DUO-GARD.

Meet your goals for compliance, economy, accommodation.

Why pay more and settle for less? Only an Air-Flo combines the benefits you need with the savings you want. Protection that ensures satisfaction. Comfort that ensures compliance. Economy that ensures savings. From the people who pioneered the idea.

Only an Air-Flo. Only from Duo-Gard. Smoking shelters are our specialty, not our sideline.



Specifically designed as America's first fully enclosed smoking shelter, prefabricated to suit your site.

The Air-Flo Smoking Shelter

- 77 sizes 4'x4' to 16'x37' + custom.
- 38" swinging or sliding door, sliding screen panels, continuous roof-ridge vent included!
- Every imaginable option including electrical packages, lights, heating, cooling, exhaust, visibility panels, electronic controls and much more.
- Complies with ADA, UBC, BOCA codes and fire test ratings.
- Installation services available!
- Insight and advice to help you achieve the best solution.

Visit www.duo-gard.com

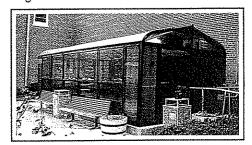
Serious about solving all your smoking issues? Specify a Duo-Gard Air-Flo Smoking Shelter.

End doorway confrontations. Ensure compliance – safety – security. Get your facility the long-term, year-round, weather-proof solution.

For less than you'd spend on typical open-air "off the shelf" styles.

THE FIRST DESIGNED TO LAST

- A strategic solution to suit your site.
- 6063-T5 extruded aluminum frame.
- Tough translucent polycarbonate for light transmission & privacy.
- Shatterproof & flame-retardant.
- Low maintenance.
- Install it yourself or we'll arrange.
- 1000s installed in U.S. & Canada.
- Healthcare, business, industrial and government facilities.

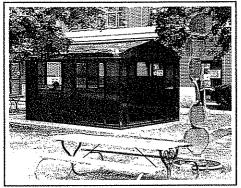


WILL SMOKERS USE IT? YES!

Many smokers avoid open shelters in winter cold and summer heat, creating non-compliance problems.

A weather-proof Air-Flo shelter provides incentives that work:

It's comfortable-convenient-custom. It's the remedy for non-smokers too.



WHY SETTLE? YOU CAN SELECT!

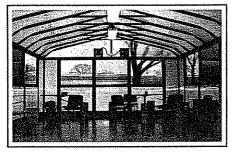
Pick your size. Choose your options. We customize your shelter for you.

Talk with us about your project. We're experienced – enthusiastic – responsive.

Shoving smokers out the door won't solve the problem. An Air-Flo shelter will.

We speak from experience. We originated this concept in 1990 and remain the leader today. Take advantage of us.

Call 800-872-4404 today.



Need a special-purpose structure? Call us today!

SPECIAL REQUEST? YES!

Whether it's a stairway enclosure or a one-of-a-kind concession stand, Duo-Gard creates custom solutions.

A few examples include:

- Bike shelters
- Stairway enclosures
- Concession stands
- Guard booths
- ATM covers
- Entry/Exit enclosures
- Vestibules
- Wind screens
- Your request here

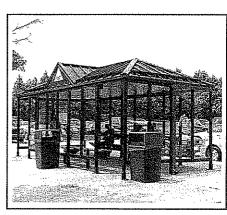
We integrate protection, economy, and aesthetics in your structure.

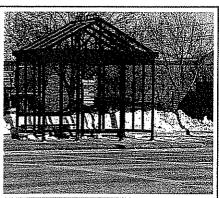
EXPLORE ALL YOUR OPTIONS

We'll equip your shelter with the industry's widest range of options.

- Complete electrical and lighting.
- Heating/cooling/exhaust.
- Automatic door openers/closers.
- Electronic controls; photocells, motion sensors, timers.
- Choice of seating benches.
- Choice of ash urns.

And these are just a few!



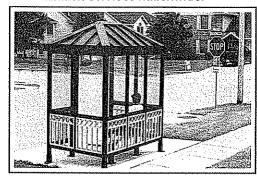


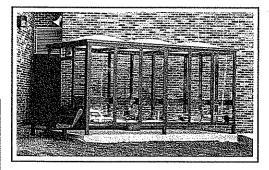
CUSTOM TRANSIT SHELTERS

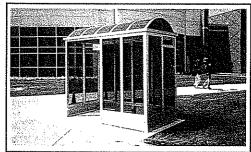
Bus and passenger shelters designed, fabricated and installed by Duo-Gard are specified by architects, transit officials and facility managers for major municipalities, military bases, government offices, hospitals, plants.

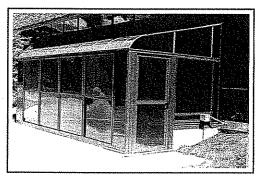
- Achieve unique architectural appeal.
- Address special site requirements.
- Specify custom color combinations.
- Match an existing design.
- Select special features like solar lighting or ad messages.

Installation services nationwide!









CUSTOM CANOPIES

From a simple cover to a complex architectural design, your Duo-Gard canopy or walkway will enhance your facility and complement your site.

- Complete or partial enclosure.
- Translucent, transparent, combo glazing.
- Wide range of roof styles & materials.
- Freestanding or attached styles.
- Options for protection, comfort, safety and convenience.

See Section 107300 for our new canopy catalog!

DESIGNED AROUND YOUR GOALS

Duo-Gard's expert designers, engineers and project managers work with you to create the shelter solution you need.

- Glass, acrylic, polycarbonate glazing or any combination.
- Choice of roofing styles & materials, including metal.
- Extruded aluminum framing.
- Special signage available.
- Custom colors and finishes.
- Installation services available.

There's something else here too: Insight and advice about how to achieve the solution that will suit you best. That's where we excel. We listen and learn, then take action.

Our clients say this is one of our most valuable services.

We'll make sure you can say the same.

Visit www.duo-gard.com and call us today. 800/872-4404

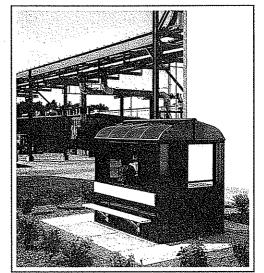


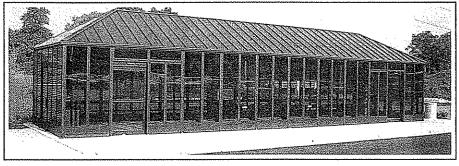


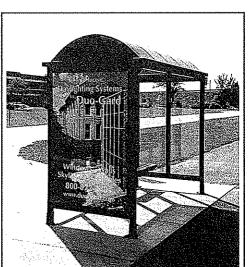
See just what you want? Need a special design?

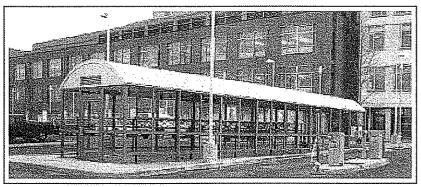
These are just a few of our many standard and custom shelters. We'll tailor a standard to suit or create a unique style. Whatever your shelter need, Duo-Gard can supply the solution!

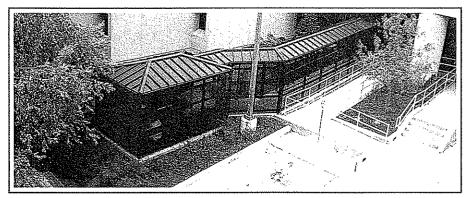
See our site at www.duo-gard.com for shelter info and specs.



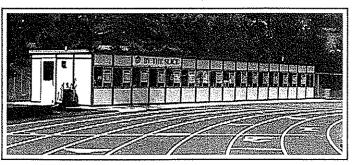












DUO-GARD INDUSTRIES INC.

40442 Koppernick Rd., Canton, MI 48187 734-207-9700 / fax 734-207-7995 www.duo-gard.com / info@duo-gard.com



CALL US TOLL-FREE TO DISCUSS YOUR SHELTER! 800-872-4404

Look into translucent insulated Daylight by Duo-Gard for smarter WINDOWS - WALLS - SKYLIGHTS.

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RFQ No. PTR 10035

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:

WITNESS THE FOLLOWING SIGNATURE

"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.

Vendor's Name: DUO-GARD INDUSTRIES Authorized Signature: Hukael (Lunch Date: 3/24/10 State of Michigan County of Mayne, to-wit: Taken, subscribed, and sworn to before me this H day of Mangh, 20/0. My Commission expires 10.10, 20/3 AFFIX SEAL HERE NOTARY PUBLIC Substituting Mangh.

KAREN L. CONTWAY

Notary Public, State of Michigan
County of Wayne

My Commission Expires Oct. 10, 2013

Acting in the County of Alayne

Purchasing Affidavit (Revised 12/15/09)