



Price Analysis*

CONTRACT/PO NUMBER:

GOOD/SERVICE:

The evidence compiled by a price analysis includes:

- Developing and examining data from multiple sources whenever possible that prove or strongly suggest the proposed price is fair.
- Determining when multiple data consistently indicate that a given price represents a good value for the money.
- Documenting data sufficiently to convince a third party that the analyst's conclusions are valid.

The pricing quoted on the attached sheet(s) is deemed to be fair and reasonable based on the following type of analysis:

<input type="checkbox"/>	Comparison with competing suppliers' prices or catalog pricing for the same item. <i>(Complete comparison matrix and attach supporting quotes or catalog pages.)</i>
<input type="checkbox"/>	Comparison of proposed pricing with in-house estimate for the same item. <i>(Attach signed in-house estimate and explain factors influencing any differences found. Complete summary matrix.)</i>
<input type="checkbox"/>	Comparison of proposed pricing with historical pricing from previous purchases of the same item, coupled with market data such as Producer Price Index or Inflation Rate over the corresponding time period. <i>(Attach data and historical price record).</i>
<input type="checkbox"/>	Analysis of price components against current published standards, such as labor rates, dollars per pound etc. to justify the price reasonableness of the whole. <i>(Attach analysis to support conclusions drawn.)</i>

Cost of Services, Repairs, or Non-Standard Items

Item	Proposed Pricing	Average Market Price	Competitor A	Competitor B	In-House Estimate	Other

The price analysis or prepared by: _____.

Signature of Preparer:

Date:

**Attach all documentation. For complex items/tasks, include a detailed spreadsheet explaining rationale.*

City currently has two forklifts from same manufacturer and equipment is recommended by Fleet director due to performance and familiarity.

Ocala Feb-2020



QUOTE

Quote Number: 081925R3
Quote Date: August 19, 2025
Quote Expiration: 30 Days from Quote Date
Return to: iriley@brasco.com

Quoted for:

City of Ocala
Tom Duncan
352-209-1771
TDuncan@ocalafl.gov

PREPARED BY	PROJECT NAME	PAYMENT TERMS (WITH APPROVED CREDIT)	LEAD TIME
Ian Riley	Bayline Series Structure	NET 30	± 24-26 Weeks from Approvals

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
1	BL-0509-F-0-BA-AL-TG-1-0-S	5' x 9' Bayline Series Aluminum Structure Three-Sided; Full Rear and Side Walls with Open Front Powder Coat Painted Aluminum Finish—RAL TBD Barrel Vault Roof with Matching Aluminum Glazing and B-Fascia with Integral Gutter 0.090" Perforated Aluminum Wall Panels	\$13,750	\$13,750
1	Solar Lighting	Solar Lighting Package with Solar Panel, Batteries, Solar Controller, Vented Enclosure, and 5-Watt LED Light	\$1,725	\$1,725
1	BE-CL-4-AL-2-3-0	4' Curveline Series Bench with Aluminum Slats and Three Seat Dividers	\$675	\$675
Option	Display Case	24" x 36" Display Case with Welded Tube Frame, Piano Hinge Door and Tamper Resistant Hardware for Changing Media (Media Not Included)	\$575	Not Included
			Subtotal	\$16,150
			Freight	Included
			Total	\$16,150

This is a quotation on the above products listed and is subject to the conditions noted below. Prices are subject to change after quote expiration date. Payment terms are subject to change per Brasco's Financial Credit Approval Process. Credit card payments are subject to a 3% processing fee. Brasco accepts Visa, Master Card, and American Express.

*Structural Engineering with Stamped Drawings and Structural Calculations are not included in this quotation and are an additional \$1,975, per shelter type, if required.

*Concrete Pad Design and Analysis, if needed, is an additional \$750. Hard Copies of Calculations, if needed, are an additional \$100 per copy.

Offloading shipments is the responsibility of the customer. Please note that a forklift with 8' forks is required unless otherwise noted in writing.

Shelters are not shipped fully assembled. Assembly and Installation Required. All anchoring hardware is included.

Lead time begins after all approvals including drawings, color selections, applicable deposits, etc.

Signature of Acceptance* _____ Date _____

Print Name _____ Title _____

*The above prices, specifications and conditions are satisfactory and are hereby accepted. Brasco International, Inc. is authorized to proceed with the supply of products as noted. Brasco International, Inc. is a vendor and not a contractor or subcontractor. Brasco International, Inc. is not subject to any payment retainage or liquidated damages. All Brasco standard terms and conditions of sale apply.

We Thank You For Your Consideration



AMERICAN MADE. AMERICAN TRUSTED. SINCE 1993.

32400 INDUSTRIAL DRIVE, MADISON HEIGHTS, MI 48071





Brasco International, Inc. ("Brasco") Standard Terms and Conditions of Sale

The Brasco International, Inc. Standard Terms and Conditions of Sale ("Terms and Conditions") are incorporated herein by reference and form part of this agreement. This quotation shall be valid for 30 days unless otherwise withdrawn by Brasco prior to Purchaser accepting. Purchaser's issuance of either a purchase order or an acceptance shall constitute an acceptance of the Brasco Terms and Conditions. Acceptance shall be in writing. Any additional terms or modifications to the Brasco Terms and Conditions proposed by Purchaser, whether in a purchaser order or otherwise, are expressly rejected by Brasco and not part of the agreement between Brasco and Purchaser. The agreement between Brasco and the Purchaser shall be referred to herein and in the Brasco Terms and Conditions as the "Contract". This quote constitutes an offer to sell products and services on terms expressed herein and shall be construed as inviting acceptance from the Purchaser.

Terms of Payment. Notwithstanding anything contained herein, payment shall be due in accordance with the terms of Brasco's Acknowledgment ("Acknowledgment"), which will be generated upon receipt by Brasco of the Purchaser's signature on the Quote or receipt by Brasco of the Purchaser's signature on the Acknowledgment. An invoice will be generated by Brasco pursuant to the terms of payment under the Contract once Brasco has completed the Order, and the due date for the payment of balance due under the Contract shall be on the invoice.

Warranties. Components not manufactured by Brasco shall be covered by their relevant manufacturer's warranty only. Brasco Products must be installed in accordance with Brasco's installation instructions. The workmanship, design and machined components on the Products are warranted to conform to the applicable specifications and to be free from defects in workmanship and materials for the relevant period listed in Fig. 1. Any modifications or aftermarket additions to the original equipment voids all applicable manufacturers' warranties. All warranties begin from the date of delivery (DOD). Brasco will transfer ownership and good title to the Products free and clear of liens and rights of third parties. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**

FIG. 1: STANDARD PRODUCT WARRANTIES FROM DATE OF DELIVERY

General Product Workmanship	1 Year
Powder Coat Finish	1 Year
Solar Panels	1 Year Per Manufacturer's Warranty
Solar Lighting Mounting Hardware	1 Year
LED Light Fixture & Engine	1 Year
Wire Harnesses and Connectors	1 Years
Solar Charge Controller	1 Year
Solar Batteries	1 Year

*Sealed lead acid batteries will self-discharge in storage. Batteries should be stored indoors at a recommended 68 degrees Fahrenheit for max. shelf life. Batteries should be installed no later than 3 months from delivery or the battery warranties will be void.

Limited Remedies. Any warranty claims by Purchaser shall be communicated to Brasco in writing. Failure by Purchaser to give written notice of claim within the stated warranty period shall be deemed an absolute and unconditional waiver of Purchaser's warranty claim. Purchaser's sole and exclusive remedy for a valid warranty claim is either repair or replacement of the Products or a full refund of the price paid by Purchaser for the Products (which remedy shall be selected by Brasco). The remedy does not include the cost of installation, removal, dismantling, or reinstallation and is limited to replacement parts. Shipping and handling fees are not included under warranty terms and are the responsibility of the Purchaser. Purchaser will provide Brasco with access to all available warranty data and the Products. Purchaser will also provide Brasco with an opportunity to participate in root cause analysis performed by Purchaser concerning the Products. Brasco shall have no liability to the extent Products are or have been: (a) modified by Purchaser or a third party; (b) modified by Brasco at Purchaser's request; (c) made to specifications not provided by Brasco; (d) used or installed in a way not known to Brasco or operated under conditions not known to Brasco; or (e) subject to misuse, abuse or improper storage, installation or maintenance. Brasco cannot be held responsible for components that become obsolete.

Payment Late Charges, Certain Remedies and Recovery of Expenses. Except as otherwise provided in the Acknowledgment, all payments are due thirty (30) days from the date of Brasco's invoice and shall be paid in United States currency. Purchaser shall pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) of the unpaid balance with respect to any late payments. In addition, Purchaser shall pay all costs and expenses incurred by Brasco, including actual attorney's fees, which were incurred in connection with enforcing the Contract and/or collecting any past due payments. Brasco shall have the right of setoff, the right to terminate the Contract and/or the right to suspend further deliveries under the Contract and/or other agreements with Purchaser, the right to recover damages in addition to any other remedies available to Brasco as a matter of law, in the event Purchaser fails to make any payment when due. Brasco may require full or partial payment in advance of shipment if, in Brasco's opinion, the credit or financial condition of Purchaser is, or is about to become, impaired. If Purchaser requests delayed shipment, Brasco may bill for Products when ready for shipment and charge reasonable daily storage fees. Purchaser shall not have any right of setoff against Brasco. The remedies available to Brasco for Purchaser's breach are intended to be as flexible as permissible and cumulative to the fullest extent permissible and no choice of any one or more remedies is intended to constitute an election of remedies which would limit the ability to assert other remedies.



AMERICAN MADE. AMERICAN TRUSTED. SINCE 1993.

32400 INDUSTRIAL DRIVE, MADISON HEIGHTS, MI 48071





Brasco International, Inc. ("Brasco") Standard Terms and Conditions of Sale

Limitation of Liability:

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR BREACH OF OBLIGATIONS OF CONFIDENTIALITY OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THE OBLIGATIONS UNDER THIS CONTRACT. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL. NEITHER PARTY MAY BRING ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF TRANSACTIONS UNDER THE CONTRACT, MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO BRASCO'S MISCONDUCT, the parties agree that the total damages that can be awarded in any claim by PURCHASER relating to BRASCO's obligations under this CONTRACT (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE), shall not exceed the combined total of amounts paid by PURCHASER to BRASCO under the CONTRACT. THE PARTIES EXPRESSLY AGREE THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT PURCHASER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Cancellation. A. Purchaser may cancel an order for "Convenience" via written notice to Brasco within 5 business days from the date of receipt by Brasco of the Purchaser's signature on the Quote or receipt by Brasco of the Purchaser's signature on the Acknowledgment and no cancellation fee shall be due Brasco. Cancellations of orders for reasons other than for Convenience as referred to above must be in writing and agreed to in advance by Brasco. Such cancellations are subject to a cancellation charge equal to the greater of the actual costs incurred by Brasco during the performance period or a 50% cancellation fee.

Shipping and Delivery. Brasco shall not be liable for delays or failure in performance when caused by circumstances beyond Brasco's reasonable control. If Purchaser does not provide shipping and routing instructions, Brasco shall be the sole judge of the best method of routing shipment. All sales of Products are F.O.B. Brasco's plant. Risk of loss of the Products shall transfer to Purchaser upon delivery of the Products to the common carrier.

Modifications and Delays. Brasco reserves the right to modify or change portions of this Contract should any assumptions specified be determined to be incorrect, or if new/ additional information relative to this Contract become available. After 90 days, any delays outside of Brasco's control will result in price escalation using the Producer's Price Index, as published by the Bureau of Labor Statistics: Fabricated Structural Metal Products (Series Code WPU107).

Termination by Brasco. In addition to any other rights to terminate the Contract or suspend performance under the Contract, (A) Brasco may, upon written notice to Purchaser immediately terminate all or any part of the Contract or suspend performance under the Contract, without any liability to the Purchaser and without waiving its right to damages, (a) if Purchaser (i) repudiates, breaches, or threatens to breach any of the terms of the Contract, (ii) fails to accept or threatens not to accept Products in accordance with the Contract, (iii) fails to make timely payment, or (b) upon the occurrence or threat of insolvency or bankruptcy of Purchaser; (B) Purchaser shall purchase and pay Brasco immediately for all unique raw materials, work in process and finished goods under the Contract; (C) Purchaser shall reimburse Brasco for all preparation and other expenses incurred by Brasco and/ or its subcontractors in connection with the Contract and for all other losses and costs arising from the termination.

Lead Times. Lead time is the window of time necessary to complete an order, after the approvals process is complete. The approvals process includes satisfying Brasco's credit terms and written approval of Brasco's preliminary engineering drawings. Once all approvals are complete, the lead time begins, wherein detailed engineering paperwork is completed, stamped calculations are ordered, material is purchased, and the order is fabricated. For orders that endure a lengthy approvals process, lead times may shift between the time the order was placed and approved. Additionally, third party lead times and availability can directly impact Brasco's lead times, therefore Brasco shall not be liable for any damages (actual or liquidated) caused by acts outside of its control that arise from third party suppliers.

Change Orders. Design, material, finish and quantity changes by the Purchaser to an order after preliminary engineering approval drawings are provided by Brasco are subject to a Change Order fee. Fees include a minimum administrative fee of \$105.00, with relevant material cost and additional labor fees applied.

Purchaser Approvals. In accordance with the terms of this Contract, Purchaser agrees to timely execute and return to Brasco an approval of each set of drawings provided to Purchaser by Brasco including, but not limited to, Preliminary Elevation Drawings and Detailed Engineering Drawings. Failure by the Purchaser to timely execute and return to Brasco an approval of drawings provided by Brasco negatively affects lead time of the order and if same occurs, Brasco in its sole discretion shall have the unilateral right to increase the lead time to complete and deliver the order to the Purchaser or terminate the Contract.

Rejections and Returns. Purchaser will be deemed to have inspected and accepted all delivered Products unless written notice of rejection specifying the basis therefore in reasonable detail, is provided to Brasco within 10 days after delivery. Purchaser may not return Products that are not timely rejected without Brasco's prior written approval.

Taxes. A 6% Sales tax will be billed to Michigan businesses, entities and municipalities as applicable under Michigan State law. If your business is tax exempt, please provide a Sales Tax-Exempt Certificate. Sales tax will not be billed to businesses, entities and municipalities outside the jurisdiction of the State of Michigan and is the sole responsibility of said entity to pay within its respective jurisdiction where applicable.

Governing Law, Jurisdiction and Venue. The Contract shall be governed by and construed in accordance with the laws of the State of Michigan without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of Michigan and the United States District Court for the Eastern District of Michigan and hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

Severability. If any provision of this Agreement is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions.



AMERICAN MADE. AMERICAN TRUSTED. SINCE 1993.

32400 INDUSTRIAL DRIVE, MADISON HEIGHTS, MI 48071





Quote No:	23690SW
Date:	6/27/2025
Quote Expires:	90 Days
Sales Contact:	Scott Williams
Phone:	909-957-0100
Email:	swilliams@tolarmfg.com

Customer:	Project:
Tom Duncan Transit Administrator City of Ocala SunTran 201 SE 3rd Street (2nd floor) Ocala, FL 34471	Sunset Shelters per JTA Contract

Lead Time:	24 Weeks From receipt of signed written order, and all required approvals.
Terms:	Net 30 Days From Invoice Terms subject to change. Final terms to be determined based on credit history & bonding.

Item:	Qty:	Description:	Unit Price:	Ext. Price:
1	15	Tolar Model 12958-18 - 10' Signature Sunset radius roof non-advertising transit shelter featuring: all aluminum construction; fully welded roof structure with a nominal 10' by 6' roof dripline; 1/8" aluminum roof panels secured by gasketed pressure ribs; framed perforated aluminum panels in the rear wall, full downstream (left) end wall, and half upstream (right) end wall; wall panels secured by glass rail mullion and gasketed glazing channel in Sunset posts; custom Sunset aluminum extrusion support posts; internally telescoping adjustable leveling shoes; decorative spun aluminum escutcheon shoe covers; stainless steel anchors; installation hardware and instructions; all parts finished in super durable baked powder coat color as selected from Tolar standard RAL color deck.	\$ 11,780.00	\$ 176,700.00
2	15	Tolar Model No. 3390010 - RMS80F Solar Lighting System featuring: security lighting under shelter roof with 5 day minimum autonomous operation; 8 Watt LED light fixture; 80W roof mounted solar panels; custom under roof mounted enclosure with integrated battery storage, ECM, bracketry and wiring; custom installation/bracket kit to fit Tolar shelters; all components finished in Super Durable baked polyester powder coat finish color as selected from Tolar standard RAL color deck.	\$ 2,095.00	\$ 31,425.00
3	15	Tolar Model 12096-111: 5' perforated metal bench without back featuring: two seat delineator bars; all hardware; zinc anchors; finished in super durable baked powder coat color as selected from Tolar standard RAL color deck.	\$ 696.00	\$ 10,440.00

APPROVED FOR PURCHASE:	
Signature:	
Print Name:	
Date:	
PO No:	

Sub-Total:	\$ 218,565.00
ESTIMATED Freight:	\$ 8,500.00
Total:	\$ 227,065.00

Pricing Notes:

1. In a case of discrepancy between the unit price and the extension that unit price, the unit price shall govern.
2. Local/State sales and/or use taxes are not included and are the responsibility of the purchaser, unless specified above.
3. If requested, structural engineering calculations from a licensed engineer in the state of installation are additional cost of \$1,750.00 per design/model.
4. Products are shipped knock down & unassembled in bulk packaging for unloading and installation by others. Hardware boxed by unit. Installation instructions are provided.
5. Freight cost is an ESTIMATE ONLY. Freight is invoiced at actual cost, without mark up, at time of shipment, unless specified above.



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Phone:	909-957-0100
Email:	swilliams@tolarmfg.com

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6. Client provides unloading at destination, including forklift and labor as necessary.
7. Processing fee of 3% of total charge amount is additional and charged on all credit card payments.

Tariff Related Terms & Conditions:

Prices quoted are based on tariffs, duties, and import fees in effect as of March 1, 2025. In the event of an increase in applicable tariffs, duties, or import fees between the date of this quotation and receipt of purchase order, Tolar Manufacturing reserves the right to apply a corresponding surcharge reflecting the actual increase in costs. Any such surcharge will be: (1) limited to the actual increased cost of the affected components or materials, (2) documented upon request, and (3) communicated to Customer prior to shipment. Customer's approval of quote or issuance of a purchase order constitutes acceptance of these terms.

Standard Terms and Conditions

These Terms and Conditions are attached to and incorporated by reference into the Proposal for products or services ("Proposal") provided by Tolar Manufacturing Company, Inc. ("we", "our" or "us").

1. Drawings and Specifications: All drawings and specifications submitted to our clients or potential clients are proprietary in nature and remain our property. They may be viewed, printed and distributed, without alteration, as reference for sales or for the process of specifying products for use. Detailed shop and erection drawings are provided to allow for field installation or repair. Sealed and stamped engineering calculations and drawings from an engineer licensed in the state of installation, if required, can be made available for an additional charge. Customers that provide their own drawing packages will retain ownership and be covered under a separate agreement.
2. Vendor Status: Tolar Manufacturing Company, Inc. is a vendor supplier of manufactured products; is not a subcontractor or contractor; and is not subject to retainage or liquidated damages for any reason.
3. Payment Terms: Payment terms for services rendered or products manufactured by us shall be determined by us based on our determination of the credit worthiness of buyer and may require a deposit at time of order. Products are invoiced as shipped.
4. Late Payment Penalty: Buyer agrees to pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) on the unpaid balance with respect to any late payments. In addition, buyer will pay all our costs and expenses, including actual attorney's fees, incurred in connection with enforcing the Proposal and/or collecting any past due payments. In the event buyer fails to make any payment when due, we have the right of setoff, the right to terminate the Proposal and/or to suspend further deliveries to buyer and the right to recover damages in addition to any other remedies available to us as a matter of law. Buyer has no right to setoff.
5. Cancellation: If an order is cancelled by buyer after receipt of order authorization, and cancellation fee of 10% of order value may be assessed to the buyer, in addition to an the cost of materials purchased for the order, which may be invoiced to the buyer at time of cancellation.
6. Delivery, Title and Receipt: Unless otherwise provided in the proposal, all shelters are prefabricated and shipped knock-down and in bulk format (not packaged individually) for ease of handling and fast on-site installation. Neither buyer nor consignee shall have the right to direct or re-consign the goods to any other destination without our consent. All sales of products are F.O.B. our plant. Risk of loss of the products shall transfer to buyer upon delivery of the products to the common carrier.
7. Delivery Charges: Unless otherwise provided in the Proposal, buyer shall bear all the costs of transportation, including without limitation loading, unloading, storage, and freight charge. All delivery quotes allow for an approximate 2-hour unload window for a full truck. If this window is exceeded, additional charges may apply. All price quotes given for delivery are based on estimates obtained at the time the quote was requested. Actual freight charges may vary.
8. Delivery Dates: Any delivery date(s) or period of delivery provided for in the Proposal is approximate and does not guarantee a particular date(s) or period of delivery. Estimated lead times are provided in the quote. Under no circumstances will we be liable for delay in delivery occasioned in whole or in part, by fire, flood, explosion, casualty, riot, strike, embargo, transportation delay, breakdown, accident, act of God or the public enemy, government authority, by our inability to secure materials, fuel, supply power or shipping space or any other circumstances beyond our reasonable control.
9. Delayed Shipment: If buyer delays shipment, we may invoice for products when ready for shipment and, at our option, we may charge reasonable daily storage fees.
10. International Freight: We require the services of freight forwarder for all international shipments. Buyer may select the freight forwarder, subject to our approval. All fees, taxes and additional charges, in addition to the actual freight costs, are the responsibility of buyer.
11. Returns: Due to the custom nature of our products, we cannot accept returns and we cannot permit cancellations once work has commenced.
12. Manufacturer's Warranty: Our manufacturer's warranty is set forth in a separate document.



258 Mariah Circle
Corona, CA 92879
(951) 808-0081
www.tolarmfg.com
info@tolarmfg.com

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Lead Time:	24 Weeks From receipt of signed written order, and all required approvals.
Terms:	Net 30 Days From Invoice Terms subject to change. Final terms to be determined based on credit history & bonding.

Item:	Qty:	Description:	Unit Price:	Ext. Price:
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13. Limitation of Liability: WE ARE NOT LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL, INCLUDING LOST PROFITS, LOSS OR USE, LOSS OF REVENUE OR COST OF CAPITAL. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO OUR MISCONDUCT, BUYER AGREES THAT THE TOTAL DAMAGES THAT CAN BE AWARDED IN ANY CLAIM BY BUYER RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PAID BY BUYER TO US UNDER THE PROPOSAL. BUYER AGREES THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT BUYER’S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Governing Law, Jurisdiction and Venue: The Proposal shall be governed by and construed in accordance with the laws of the State of California without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of California and the United States District Court for the Central District of California.

15. Amendment: No amendments to these Terms and Conditions can be made unless submitted in writing to us and signed and accepted by our President or his designee.



Duo-Gard Industries, Inc.

40442 Koppernick Rd
Canton, MI 48187-4279 US
Phone: 734-207-9700

Quote No: 52243
Tuesday, August 19, 2025

Page: 1

Attention:

City of Ocala
201 Se 3rd St
Ocala, FL 34471-2187
US

Thank you for the opportunity!

Estimated Lead Time: 12 to 16 Weeks from Approved Drawings
Ship to: 1805 NE 30th Ave., Building 900, Ocala, FL 34470

Line: 1	Part ID: Q-TRANSIT SHELTERS	Rev: A					
Transit Shelters							
5' x 10' Barrel Vault Transit Shelter							
Anodized Aluminum Framing - Dark Bronze							
Barrel Vault Roof, 6mm Translucent Multi-Wall Polycarbonate - Bronze							
Walls - Perforated Metal							
No Front Wall							
Bench Back & Seat Aluminum Attached with (3) Anti-Vagrant Bars - 5'							
Solar Lighting Package with (1) Light							
Quantity U/M	Unit Price	Discount	Discounted Unit Price	Addl Charge	Lead Time	Total Price	
15.00 EA	13,269.00000					\$199,035.00	
Line: 2	Part ID: Q-ADD	Rev: A					
Add							
Powder Coat Upgrade - Optional							
Would Include the Shelter, Perforated Metal Walls, Bench, and Anti-Vagrant Bars							
Quantity U/M	Unit Price	Discount	Discounted Unit Price	Addl Charge	Lead Time	Total Price	
15.00 EA	4,681.00000					\$70,215.00	
Line: 3	Part ID: Q-FREIGHT	Rev: A					
Freight							
Quantity U/M	Unit Price	Discount	Discounted Unit Price	Addl Charge	Lead Time	Total Price	
1.00 EA	8,669.73720					\$8,669.74	
Line: 4	Part ID: Q-PACKAGING	Rev: A					
Packaging Cost							
Quantity U/M	Unit Price	Discount	Discounted Unit Price	Addl Charge	Lead Time	Total Price	
1.00 EA	2,270.24615					\$2,270.25	



Duo-Gard Industries, Inc.

40442 Koppernick Rd
Canton, MI 48187-4279 US
Phone: 734-207-9700

Quote No: 52243

Tuesday, August 19, 2025

Page: 2

* Indicates which quantity price is included in the Total

Total: \$280,189.98

Signature: _____
Title: _____
Date: _____

Salesperson: Steven Brady

Prices are Valid Until Thursday, September 18, 2025

Pricing may change with tariffs, PPI Index, or market fluctuations.

An executed contract or PO is required within 3 weeks.

A 3% fee is required on all credit card payments.

Duo-Gard will not be held liable for liquidated damages of any kind.

Projects that do not deliver within 9 months are subject to repricing.

Material lead times and work loads will dictate lead times.

Shipping is an estimate and will be reviewed at time of shipment.

If client is receiving materials, a forklift may be required.

Please discuss lead times with your Sales Specialist. Lead times vary.



Duo-Gard Industries, Inc.

40442 Koppernick Rd
Canton, MI 48187-4279 US
Phone: 734-207-9700

Quote No: 52243

Tuesday, August 19, 2025

Page: 3

Standard Terms of Purchase

1. The contract price is based upon the inclusions and exclusions as noted above.
2. Client is responsible for providing a deposit at time of purchase unless other terms are negotiated and agreed upon.
3. Duo-Gard may agree to grant credit terms to the Client. Duo-Gard will not be liable to the Client for any refusal to grant credit. Any credit terms are subject to Duo-Gard's discretion, the Client's credit or financial standing becomes unsatisfactory, Duo-Gard may withdraw or modify the credit terms. The Client shall be responsible for Duo-Gard's costs of collection, including reasonable attorney fees in the event of non-payment.
4. In the event of late payment, non-payment, or short-payment, Duo-Gard reserves the right to suspend production, delivery, install, and release of liens until payments are made.
5. The Client will be charged 1.5% interest for each month the final payment has not been received past the date agreed upon per contract.
6. Pricing includes (1) set of submittal drawings with (1) revision. Additional revisions will incur additional costs. Re-sealing of calculations and/or drawings will incur additional costs.
7. Finishes, materials, member sizes, steel grades, etc. that are not specified will be assumed. Changes may incur additional costs.
8. Structural loading and design values that are not specified will be assumed per ATC Hazards site, loading information required, pricing is subject to change upon final review by a registered Engineer.
9. All additional delivery costs arising from local labor agreements shall be borne by the Client.
10. Should the Client default on payment to Duo-Gard, and if settlement cannot be reached between the two parties, then both parties agree to settle their dispute in arbitration, regardless of the nature of the dispute. The Client will assume, all attorney fees, arbitration cost, collection costs, as well as, expenses incurred by Duo-Gard, regardless of the outcome of the arbitration.
11. Duo-Gard reserves the right to investigate and resolve all issues to the most efficient and cost effective methods available.
12. All change orders must be in writing and signed by all parties. The Client agrees that changes resulting in the furnishing of additional labor or materials will be approved prior to the commencement of the extra work.
13. Any design change that effect the costs estimated for the project or design changes after approved submittals may result in a change order. Duo-Gard will provide a change order for this cost that must be signed before proceeding. All changes that increase the initial timeline will also change the duration of the original production schedule and installation.
14. The timeline for fabrication does not start until Duo-Gard receives final approved submittals from the Client or the Architect and payments are current.
15. There is a minimum 20% cancellation fee for all canceled orders.
16. Quoted lead times are an estimate. Duo-Gard will not be held liable for any loss or damage to the client or others due to delay or not delivering in accordance with the estimated lead time.
17. Client shall inspect the goods within 2 days of receipt and notify Duo-Gard of any claim that goods are non-conforming. Duo-Gard shall be allowed reasonable opportunity to inspect and remedy any claims.
18. If shipment cannot be accepted within 5 business days of the original ship date, Duo-Gard can make arrangements to store materials for an additional fee. Duo-Gard will not be liable for concealed damage of materials stored longer than 30 days.
19. Material only deliveries are FOB Canton, MI. The client shall accept responsibility of all materials from the moment the product leaves Duo-Gard's dock.
20. This agreement shall be governed and constituted by the laws of Michigan.