

# SOLICITATION FOR QUOTES

**SFQ#:** 20040981

**Request Date:** 3/25/2004  
**Quote Deadline:** 3/29/2004 at 4:30 PM

**Purchasing Agent:** Tina Turner  
**Phone #:** 734-247-2422  
**Fax #:** 734-955-5648



**VENDOR:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**FAX:** \_\_\_\_\_  
\_\_\_\_\_

Detroit Metropolitan Wayne County Airport  
Purchasing Division  
L.C. Smith Terminal  
Concourse A Lower Level  
Detroit, MI 48242 734-247-7900

QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
20	EA	Sealed Maintenance Free Batteries Exide SC, Dynacel, TYPE 3SC-19 or equal with the following specifications: -NOM capacity 225 AH 2.934 KW @ 5 MIN. . - RATE-5.00 volts -Float boltage 2.25 to 2.30 V.P.C. THES .		
Delivery guaranteed no later than _____ calendar days after receipt of order.			<b>DELIVERY</b>	
<b>0%</b> DBE Participation Required: (see #6 on next page)			<b>TOTAL</b>	

If subcontractor will be used see item #2 on next page.

By submission of this quote, Respondent represents they are in compliance with any applicable provisions of the Authority's Ethics Ordinance and if awarded the contract, Respondent will comply with the Authority's Ethics Ordinance. Also, Respondent agrees to the terms and conditions on the next page.

\_\_\_\_\_  
Authorized Signature                      Date                      Phone Number

Print Name: \_\_\_\_\_

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## Terms and Conditions

- 1) General: All quotes are to be valid for a minimum of 45 days. The Authority reserves the right to correct, modify, or cancel this SFQ, in whole or in part, or to reject any Quote, in whole or in part, within the discretion of the CEO or his or her designee.
- 2) Subcontractor: If using a Subcontractor, provide name, address, telephone #, facsimile #, description of participation, and value of participation for each Subcontractor.
- 3) Shipping: All quotes are to be FOB Destination. The Authority reserves the right to reject other shipping terms. If a delivery fee is not included on the quote form, no delivery fee will be allowed. Regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release Seller from any obligation hereunder.
- 4) Deadline: For your quote to be considered, it must be received in the Purchasing office no later than the deadline specified
- 5) Award: The Authority reserves the right to award by item, by group or as a whole.
- 6) Disadvantaged Business Enterprise (DBE): If a DBE goal is stated, the DBE must be certified or file an application for certification as a DBE by the Quote deadline. Evidence of either the application or the certification must be submitted with the Quote.
- 7) Inspection: The Authority reserves the right to inspect all documents related to this solicitation for up to three (3) years after expiration.
- 8) Warranty: Seller warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications and samples. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Seller and Purchaser agree that this order does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
- 9) Excise and Sales Tax: The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government.
- 10) Invoices: Invoices for Goods must be submitted on date of complete shipment. Invoices for Services must be submitted within 45 days after completion of Services. Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO.
- 11) IRS Form W-9: Seller must have on file with the Authority an IRS Form W-9 before Purchaser will issue any payment to Seller.
- 12) Compliance with Laws: Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or Authority laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
- 13) Termination: When in Authority's best interest, Authority may unilaterally cancel this agreement at any time, whether or not Contractor is in default of any of its obligations hereunder. Under any such cancellation, Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the Authority agrees that Contractor shall be paid for items and/or services already accepted by Authority, but in no event shall the Authority be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.
- 14) Liability and Indemnity: Contractor agrees to protect, defend, reimburse, indemnify and hold the Authority, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when Authority is solely at fault.
- 15) Insurance: Contractor, at its own expense and in its own name, must provide and keep in force during the term of this Agreement, the following insurance coverages, provided by a company(s) licensed to conduct business in the State of Michigan, acceptable to Authority, with limits not less than indicated for the respective items or as otherwise agreed.
  - a. WORKERS' COMPENSATION AND OCCUPATIONAL DISEASE INSURANCE, including Employer's Liability Insurance, complying with the laws of the State in which the work is to be performed or elsewhere as may be required. Employer's Liability Insurance shall be provided with all limits that are not less than \$500,000.
  - b. COMPREHENSIVE GENERAL LIABILITY INSURANCE, including Contractual Liability and Products Completed Operations Liability as well as coverage on all Contractor's equipment (other than motor vehicles licensed for highway use) owned, hired or used in performance of this contract with limits of not less than \$1,000,000 for Bodily Injury & Property Damage combined, for each occurrence and in the aggregate.
  - c. If performance of this contract requires use of motor vehicles licensed for highway use, Contractor shall also provide, AUTOMOBILE LIABILITY INSURANCE, including Contractual Liability, concerning all motor vehicles owned, hired or used in the performance of this contract, with limits of not less than \$1,000,000 for Bodily Injury & Property Damage combined, for each occurrence, and in the aggregate. Should Authority so request, Contractor shall supply certificates evidencing coverage of such insurance during the term of this contract listing Authority as an additional insured and providing 30 days advance notice of cancellation to Authority.

Commodity Code:

**FAX THIS COMPLETED FORM TO THE FAX NUMBER ABOVE NO LATER THAN THE DEADLINE ABOVE**