

REQUEST FOR QUOTE

GENERAL TERMS AND CONDITIONS

This RFQ is for Price and Lead time and submission of responses to this RFQ is not a promise of future purchase orders. All RFQ's are Indefinite Delivery / Indefinite Quantity (IDIQ) for the term Listed on the RFQ

1. **GENERAL.** These provisions are standard for all MARTA Stock RFQ's.
2. **SUBMISSION OF RESPONSES.** All responses will be submitted for quotes on the RFQ Form. Responses to quotes must be received no later than the date and time indicated on the RFQ Form. All columns on the RFQ must be completed.
3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** No amendments will be accepted on the RFQ Form.
4. **NO BID.** Suppliers desiring not to submit a quote should submit NO BID on the RFQ Form.
5. **BASIS OF AWARD.** Each line item is separately awardable and MARTA shall submit purchase orders as required to the overall lowest responsible and responsive vendor complying with the provisions of the Request for Quote. The following criteria may be considered by MARTA in selecting the most advantageous quote: a) Conformance to specification; b) The quality of performance in previous Purchase Orders; c) Item pricing. MARTA reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of MARTA. Submission of responses to this RFQ and/or a resulting purchase order does not authorize the vendor to stock materials required for producing finished goods or stock finished goods in anticipation of future orders. MARTA will not be responsible for any stock on hand or finished goods during or after the quotation period.
6. **SAMPLES.** Samples of items when required, must be furnished free of expense to MARTA and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
7. **TAXES.** MARTA is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
8. **DELIVERY.** All prices must be FOB Destination. Freight included in the unit price.

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9. **RIGHTS AND REMEDIES OF MARTA FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, MARTA may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to MARTA, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, MARTA has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to MARTA.

10. **REJECTION OF QUOTE.** Quotes may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. MARTA reserves the right to waive minor technicalities or irregularities of quote.

11. **TERMINATION.** MARTA reserves the right to terminate the RFQ or Quotation at any time during the validity period.

Supplementary Instructions to Vendors

Each Column on the RFQ must be filled in.

1. **PART NUMBER/DESCRIPTION.** If a description states OEM only, no alternate products will be considered.
2. **QUANTITIES.** Any quantity on an RFQ is an estimate of the first purchase order quantity.
3. **UNIT OF MEASURE.** Indicate the unit of measure, I.e.; Each, Pack, Gallon, Case.
4. **UNIT PRICE.** Enter the Unit Price including all shipping and handling costs including all Customs Brokerage charges.
5. **MANUFACTURERS PART NUMBER.** Enter the manufacturer's part number. This number should be the same as the manufacturer's number in the description. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. MARTA reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished. If a Bidder fails to deliver the item quoted Terms and Conditions 13 will be enforced.
6. **LEAD TIME.** Enter the lead time required in calendar days ARO to deliver the product to MARTA if the current on hand availability is zero. Failure to meet the stipulated lead time may render this quote non responsive and future purchase order may be given to the next responsive vendor that meet the lead time promised.
7. **MADE IN USA.** Enter Y/N if the product is made in USA.
8. **CURRENT AVAILABILITY.** Enter the current quantity of the product available for shipment today.