



## **Sports & Exhibition Authority**

When you have the time, Pittsburgh has the place.

### ***REQUEST FOR QUOTES***

***For***

***Forklift Battery Replacement at  
the David L. Lawrence Convention Center***

April 23, 2025

**Owner:**

Sports & Exhibition Authority of Pittsburgh & Allegheny County  
171 10<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Pittsburgh, PA 15222  
412.393.0200

**Owner's Managing Agent for the Facility:**

SMG  
1000 Fort Duquesne Blvd.  
Pittsburgh, PA 15222  
412.565.6000

## **Forklift Battery Replacement**

### **at The David L Lawrence Convention Center**

The Sports & Exhibition Authority will receive pricing for Forklift Battery Replacement at the David L. Lawrence Convention Center. Inquiries regarding this opportunity should be made to Joe Garcia, Sr. Operations Manager, E-mail: [procurement@pgh-sea.com](mailto:procurement@pgh-sea.com), Phone: 412-325-6178. There is no formal bid for this project. For details on the scope of work and/or to arrange a site visit, please contact Joe Garcia.

General Scope: Furnish and install a new battery for a Yale Model ERPO45VL electric forklift.

Battery Specifications (or equivalent):

- \* Part# - 506234L-WGRN
- \* Model # - 40-E140-09
- \* Battery Voltage - 80 Volts
- \* Battery Amperage - 560 Amp Hours
- \* Battery Weight - 3806 lbs
- \* Dimensions - 43.23" L x 27.70" W x 27.70" H
- \* LED Battery Water Level Monitor
- \* Warranty - 5 Years Full / 2 Prorated

Written pricing will be due at 11:00am on Friday, May 2, 2025. Via email to [procurement@pgh-sea.com](mailto:procurement@pgh-sea.com)

**P.O. Number:** \_\_\_\_\_  
**Project:** Forklift  
 Battery Replacement

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**(412) 393-0200**  
**(412) 393-7104 (fax)**

Deliver Address:

Submit original and one (1) copy of your invoice to:

Sales tax not to be included in the price.

F.O.B.: Jobsite

In accordance with the conditions specified in the above-referenced Bid Package and in this order, including the terms and conditions attached hereto, the Seller agrees to furnish the following for the price specified:

Cost Code	Quantity	Description	Unit Price	Extended Cost
		State Sales Tax is not Included	<b>TOTAL:</b>	

## CONDITIONS

The terms set forth in this order or as modified and initialed by Buyer and Seller are the conditions of this Order, and acceptance of this Order constitutes Seller's agreement hereto:

1. **WARRANTY, INSPECTION:** All materials, articles, or equipment covered hereby (the "Materials") are subject to Buyer's inspection within a reasonable time after delivery. Seller warrants that the Materials ordered will be free from defects in materials and workmanship and conform to the specifications contained herein and/or samples, drawings, designs, or other specifications or representations approved, adopted or made by Buyer, and unless otherwise specified herein, to recognized commercial standards of quality and function for the kind of Materials covered hereby. In the event any of the Materials are not as warranted, Buyer shall at its option hold them at Seller's expense for Seller's disposition or shall return them at no additional cost to Buyer, and Seller shall refund the purchase price applicable thereto. Buyer shall notify Seller promptly after making any such rejections and shall afford Seller reasonable opportunity to inspect such items before return. Buyer reserves the right to cancel this order, in whole or in part, without liability if any of the Materials are not as warranted herein, or to make corrections, repairs, alterations, etc. with his own, or other forces, to bring them into an acceptable condition, but such action by Buyer shall in no way relieve Seller from any responsibilities, warranties, or liabilities assumed under this order. Seller shall reimburse Buyer for any costs incurred by him to bring the Materials into compliance, plus 10% overhead and 10% as a fee. Seller shall also be liable for any costs, losses, or damages, direct or consequential, including delay or liquidated damages, incurred by Buyer by reason of the Materials not being as warranted.

Seller further warrants it has the necessary facilities and expertise to carry out the requirements of this order, and hereby grants to Buyer the right to inspect and/or otherwise investigate Seller's abilities and premises. Buyer shall further have the right to make inspections and tests of the work in the process of manufacture, fabrication, installation, in transit and/or storage, including the review of the quality control methods and procedures in effect. Should Buyer feel in any way that the facilities are inadequate or that improper materials or techniques of production, handling, installation, shipment, storage, etc. are being used, it may cancel this order in whole or in part, stop, or reject all or part of the work, or take whatever action it deems appropriate to protect Buyer's interests. It is specifically understood that Buyer is not under any obligation to make any of the inspections and tests provided herein, and notwithstanding inspections and tests which Buyer shall have made, will in no way relieve Seller from its responsibilities under this order.

2. **ROUTING, DRAYING:** All shipments of Materials shall be forwarded in accordance with Buyer's instructions, and unless specified otherwise in this order, shall be F.O.B. at the point designated by Buyer. The cost of freight and/or other shipping costs, including packaging, are included in the prices stated in this order, unless otherwise provided in the terms hereof. All shipments shall be adequately insured with Buyer's interests if any, fully covered thereby. The risk of loss in the shipping of the goods covered by this Order shall remain with Seller until delivered and unloaded to the Delivery Address identified above.

3. **DELIVERY:** TIME IS OF THE ESSENCE IN THIS ORDER, and delivery must be made within the time specified. In the event delivery is not made within such specified time, Buyer reserves the right to cancel this order in whole or in part, or to purchase the Materials elsewhere. Any costs, losses, or damages incurred by Buyer resulting from failure of Seller to make delivery as specified, or from Buyer exercising his options as stated, shall be charged to Seller. Losses or damages include delay and/or liquidated damages suffered by Buyer as a result hereof. No liability shall be imposed upon Buyer for failure to accept all or part of any shipment under this order if such failure is the result of plant shutdowns, fires, strikes, differences with employees, accidents, or any cause beyond reasonable control of Buyer.

4. **INVOICES, PAYMENT TERMS:** Seller shall submit its invoices to Buyer in form satisfactory to, or as may be required, by Buyer. Invoices may be submitted to cover deliveries in whole or in part of the Materials constituting this order. Payments will be made within forty-five (45) days after the approval of Seller's invoice. Payments will be made in full unless terms provide for retention, in which case Buyer shall retain said amount from Seller. When discounts are offered by Seller for prompt payments, the discount period shall be computed starting with the date of receipt by Buyer of the Materials, or the date the invoice therefore was approved by Buyer, whichever is the latter. Buyer's payment for all or any part of the purchase price shall not constitute a waiver of Buyer's rights hereunder.

5. **ADVANCE PAYMENTS:** Advance payments are not normal course of business and will only be made in exceptional circumstances.

6. **EXTRAS & CHANGES:** Buyer reserves the right to make changes in the scope of this order. However, no extra amounts or changes in design or otherwise shall be allowed unless authorized in writing by Buyer. The order shall constitute the entire agreement between the parties, and Buyer shall not be bound by any provision, promise, or condition not specifically set forth in writing and incorporated herein. Markup for changes after labor, material and equipment shall be 10% and be all inclusive of overhead, profit, bonds, applicable taxes, etc.

7. **LIENS:** Seller hereby waives, or shall keep free of, any liens or rights of lien it may or could have by reason of furnishing the Materials under this order to the property upon which it is to be used or upon any money due Buyer from any person, and shall upon request furnish waivers of any such lien rights in form and substance satisfactory to Buyer, including those of lower-tier suppliers to Seller.

8. **FISCAL RESPONSIBILITY, BONDS:** Seller warrants that it is sufficiently fiscally responsible to provide the Materials in accordance with the terms and conditions of this order. Should Seller's financial condition change in any manner from that at a time of entering into this order, it shall immediately notify Buyer. Buyer may, at any time, make inquiries as to Seller's financial condition, including, but not limited to, contact of its suppliers, creditors, banks, CPA, and/or surety. When requested, Seller shall provide Buyer with copies of certified or other financial statements and such other financial and credit information that Buyer may request. Buyer reserves the right to require Seller to furnish Performance and Payment Bonds to assure Seller's performance under this order with a surety, and in such form, as may be satisfactory to Buyer. The customary premium for bonds shall be included in the purchase price, if required by the conditions of the bid. See bid documents to determine if bonds are required for this purchase.

9. **TAXES:** Buyer has furnished a tax-exempt certificate to Seller. Seller agrees that all excise, privilege, sales, use, or other taxes applicable to the purchase, sale or use of Materials as applicable to Seller's work or receipts for the performance under this order, and all Federal, State, or other taxes on payroll or contributions on account of Social Security or Unemployment Insurance of Seller's employees, shall be for Seller's account. Except for taxes covered by the attached tax exempt certificate, Seller shall indemnify and save Buyer harmless from and against all liabilities for such taxes.

10. **RESPONSIBILITY:** Unless chargeable solely to the negligence of Buyer, Seller shall defend, indemnify, and save harmless Buyer, its employees, agents, customers, and invitees from and against any and all liabilities, damages, suits, claims, or actions by reason of injuries to persons including death, or to property including the loss of use thereof, in connection with, arising from or pertaining to this order, whether chargeable in part to the negligence of Buyer and/or its affiliates or otherwise. Seller shall be responsible for, and bears the risk of loss for, all material and workmanship until finally completed and accepted by Buyer. Seller shall be responsible for loss or damage, including loss of use thereof, to any and all machinery, equipment, or other property upon which work is to be performed by Seller, while in possession or control of Seller, however such loss or damage shall occur.

11. **INSURANCE:** Seller shall provide adequate insurance covering liability to its employees engaged in the performance of this order and to the public. Workmen's Compensation Insurance shall be secured and conform to applicable State Laws or the Federal Longshoremen's and Harbor Worker's Act. General Liability insurance shall be in effect, and be of broad form including, but not limited to, coverage for completed operations (products liability), blanket contractual liability, and contractors' protective liability. Commercial Automobile Liability Insurance shall be carried covering any and all vehicles. Materials in the process of manufacture, fabrication, transit, installation and/or in storage shall be adequately insured. Policies of insurance shall be in amounts and form, and be with insurers, satisfactory to Buyer, with the interests of Seller and Buyer adequately covered. Buyer shall be included as an additional named insured in all such insurance policies. Seller's insurance shall be primary and non-contributory.

12. **LAWS and ORDINANCES:** Seller shall comply fully with all Federal, State, and Local laws and ordinances and with all regulations, orders, and rulings thereunder which may in any way affect or be applicable to this order. Seller shall be responsible for and shall indemnify and save harmless Buyer from and against all damages and liability which may arise out of failure of Seller to comply with said laws, ordinances, regulations, orders, and rulings. By acceptance of this order, Seller warrants that all Materials were produced in accordance with the Fair Labor Standards Act of 1938 and amendments thereto. the Pennsylvania Steel Products Procurement Act and the Pennsylvania Trade Practices Act. Seller warrants that it is, and will be during the term of this order, in full compliance and will be bound by the Equal Employment Opportunity laws, regulations, executive orders promulgated by Federal, State, and/or Local government, or agencies thereof. Seller shall comply in every respect with the occupational safety and health standards as provided under Public Law 91-596 or any other Federal, State, or Local law, ordinances, rules, regulations, decisions, etc. pertaining thereto.

13. **PATENTS:** By acceptance of this order, Seller agrees to defend, protect, and save harmless Buyer, its clients and customers, and the users of its products against all suits and damages for actual or alleged infringements of letters patent arising by reason of the use of the goods, material, articles, or services hereby ordered.

14. **ASSIGNMENT:** Seller shall not assign or sublet this Purchase Order, in whole or in part, without Buyer's prior written consent.

15. **TERMINATION FOR BUYER'S CONVENIENCE:** Buyer may at any time terminate this order for its convenience for any reason whatsoever. If such termination occurs after partial deliveries have been made, or other partial performance hereunder has occurred, and same has been accepted by Buyer, Seller shall be paid therefore at applicable unit prices or on the basis of percentage completed which had been agreed upon at time of acceptance. Buyer shall have the right to take possession of any Materials in Seller's possession, whether or not such items have been fabricated and/or manufactured for the intended purpose of this order at the time of termination, and Buyer shall reimburse Seller for the cost thereof plus 5% for overhead and profit, subject to Buyer's right of set-off. In no case will Seller be paid for lost or anticipated profits as a result of the termination, and Buyer shall reimburse Seller for the cost thereof plus 5% for the overhead and profit, subject to Buyer's right of set-off. In no case will Seller be paid for lost or anticipated profits as a result of the termination of this Purchase Order for Buyer's convenience.

16. **GOVERNING LAW:** The terms and provisions of this order shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law provisions. Any legal action on this Purchase Order shall be limited solely to a court of competent jurisdiction in the venue of the location of the Project, Pittsburgh, Pennsylvania.

17. **SYSTEMS:** The Supplier represents and warrants that any system, process, or equipment that contains any software or firmware provided under this Purchase Order shall:

- a) be able to accurately process date and time data (including calculating, comparing, and sequencing) from, into, between, and among (i) all centuries including the twentieth and twenty-first centuries, (ii) all calendar years including the years 1999 and 2000, and (iii) all leap years.
- b) be able to perform such calculations and properly exchange date and time data when used in combination with any system, process, or equipment being acquired for the Project from third parties.
- c) be able to perform such calculations and properly exchange data and time data when used in combination with any system, process, or equipment currently existing on the project.

18. **SHOP DRAWINGS, SAMPLES, SUBMITTALS:** Unless indicated differently in the technical specifications, five (5) copies of submittals shall be provided by Seller for approval.

19. **COMPLIANCE WITH POLICIES; REPRESENTATIONS:** Seller will perform hereunder in compliance with the following policies: (a) Seller will not disclose confidential information obtained regarding Buyer; (b) Seller will not discriminate against any employee or applicant or subcontractor because of race, color, religion, sex, age, national origin, sexual orientation, disability or marital status. Further, Seller represents that (i) it has not, and shall not, directly or indirectly given or promised to give or made an effort to give to anyone a gratuity in connection with this or any other agreement with Buyer, and (ii) Buyer is not under suspension or disbarment by the Commonwealth of Pennsylvania.

20. **MISCELLANEOUS PROVISIONS:**

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Copy Distribution:           Original - Seller                             Original – Buyer                             Copy - Agent  
                                        Copy - Accounting          Copy - Project Director                             Copy - \_\_\_\_\_