

REQUEST FOR QUOTATION GENERAL CONDITIONS

General Information: The Purchasing Manager of the City of Fresno, California, is requesting quotations for the items specified herein. All items furnished shall be new, unused, and in the manufacturer's packaging, unless specified otherwise in the detail. Quotations shall be submitted electronically using the BidsOnline system. Quotations are to be verified before submission as the City shall not be responsible for any error in the quotation.

Form of Quotation: The quotation shall be made using the BidsOnline system. If additional information is necessary, such as catalogs, drawings, photographs or a letter, they may be submitted by electronic attachment, by fax, or by email.

Deadline: Quotations shall be entered into the BidsOnline system prior to the date and time specified.

Award or Rejection: The quotation will be awarded to the lowest responsible bidder. The City, however, reserves the right to reject any or all quotations, to accept or reject any one or more items of a quotation. The City reserves the right to make the award to the overall low bidder, or split the award among the bidders.

Alternates: The make or brand and grade of the article on which the quotation is submitted should be stated on the quotation form. If alternates are quoted, literature must be submitted with quotation in order for alternate to be considered. All items on which quotations are submitted must in all cases be equal or better in quality and utility to those specified by the City. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional quotations cannot be accepted. Determination of the acceptability of any product offered shall be solely at the discretion of the City of Fresno.

Firm Pricing: Prices shall be firm for 45 calendar days after date of quotation opening.

Minor Irregularity: The City reserves the right to waive any informality or minor irregularity which does not have a monetary consideration when it is in the best interest of the City to do so.

Precedence of Quotation Prices: In the event of discrepancies between the quotation total, summaries of totals and unit price extensions, the unit price correctly extended will control over the summaries of totals, and the summaries of totals correctly added will control over the total, whether the summaries of totals are extended unit prices of lump sums.

Equal Bids: Pursuant to Fresno Municipal Code Section 4-108, if total bid amounts quoted are equal, bids from firms located within in the County of Fresno or within twenty-five (25) miles of Fresno City Hall shall be preferred; however, this preference shall not apply to projects funded by the federal government when funding would be jeopardized because of this preference. Where the provision for local preference is not applicable, the City shall utilize a coin toss as a tie breaker to establish the lowest bidder.

Exceptions: Exceptions taken at the time of, or after quotation submittal, may render the quotation non-responsive. Attachments by bidders which include legal terms and conditions that conflict with the City's General Conditions may be considered an exception, and bidder may, therefore, be considered non-responsive.

Quantities: The quantities listed on the proposal page are approximate. The City may increase or decrease the quantities as necessary.

Sales Tax: The City of Fresno is subject to Sales/Use Tax. Do not include Sales Tax in your quotation. Sales Tax will be added to the Purchase Order.

Payment Discount: Quotation proposal pricing shall be based on standard payment terms of net thirty (30). Payment discounts will be considered in the quotation evaluation, as follows: Terms of less than 20 days will be considered as net in evaluating this quotation. .

FOB Point: It is understood that the bidder agrees to deliver FOB Destination, Freight Prepaid & Allowed to the jobsite as specified on the Purchase Order within the City of Fresno or environs. Include all freight and handling charges in your quotation unit price.

Acceptance of Goods: All goods purchased hereunder are subject to Buyer's inspection and acceptance. Goods rejected by Buyer for whatever reason shall be held, transported or stored at Seller's sole expense. Seller shall promptly reimburse Buyer for any such expenses.

Payment: Unless otherwise provided in the specifications, no progress payments will be made. The City will pay a sum equal to 100 percent of the total contract cost after completion of the contract and upon acceptance by the City.

Assignment of Payment: Bidder hereby agrees it will not assign the payment of any monies due it from the City under the terms of this contract to any other individual(s), corporation(s) or entity(s). The City retains the right to pay any and all monies due Bidder directly to Bidder.

Warranty: For the purpose of equipment and material, the Bidder, unless otherwise provided in the Specifications, shall guarantee all items furnished in accordance with the standard guarantee offered by the manufacturer to buyers and consumers of the product. The Bidder shall be responsible for all warranty costs, including the transportation costs to and from the repair station.

Governing Law: The laws of California shall govern this contract, and the venue of any action brought hereunder must be laid in or transferred to the County of Fresno, State of California.

Questions relating to this quotation should be directed to the office of the Purchasing Manager, City of Fresno, 2101 G Street, Bldg. A, Fresno, CA 93706, 559-621-1332, FAX 559-488-1069.