

**CITY OF DOVER  
REQUEST FOR QUOTE  
GENERAL TERMS AND CONDITIONS\***

PREPARATION OF QUOTES:

Quotes shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the Quote shall initial any edits/corrections to entries made on the Quote forms.

Proposers must quote on all items appearing on the Quote forms unless specific directions in the advertisement, on the Quote form, or in the special provisions allow for partial Quotes. Failure to quote on all items may disqualify the Quote. When Quotes on all items are not required, Proposers shall insert the words "no Quote" where appropriate.

Alternative Quotes will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base Quote response, i.e. it shall not be a separate document which could be construed as a second Quote.

Unless otherwise stated in the Request for Quote, the proposer agrees that the Quote shall be deemed open for acceptance for Sixty (60) calendar days subsequent to the bid opening date.

Any questions or inquiries must be submitted in writing, and, in order to be considered, must be received by the Purchasing Agent [a.legere@dover.nh.gov](mailto:a.legere@dover.nh.gov) no later than seven (7) calendar days before the Request for Quotes due date. Any changes to the Request for Quotes will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this Quote with other Proposers and shall not collude with any other Proposer or parties to a Quote whatsoever.

Unless otherwise noted, the name of manufacturer, trade name, or catalog number mentioned in this Request for Quote is for the purpose of designating a minimum standard of quality and type; such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory. Unless otherwise noted, Quotes will be considered for any brand which meets or exceeds the quality of the specifications listed. On all such Quotes, the Proposer shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the Quote.

When samples are required, they must be submitted free of cost and will be returned unless otherwise specified.

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\* Updated June 1, 2017

Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the Vendor at no cost to the City. Said demonstration units shall not be offered to the City as new equipment unless mutually agreed to.

The Vendor may be required to supply proof of compliance with Quote specifications. When requested, the Vendor must immediately supply the City with certified test results or certificates of compliance. Where none are available, the City may require independent laboratory testing. All costs for such testing, certified test results or certificates of compliance shall be the responsibility of the Vendor.

Unless otherwise stated, all prices are F.O.B.: Dover, New Hampshire. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid; C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFQ number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

SUBMISSION OF QUOTES:

Quotes must be signed and submitted as directed in the Request for Quotes, and on the forms provided unless otherwise specified. Said signature, in the spaces provided, indicates receipt of, familiarity with and understanding of, and acceptance of the specifications provided, except as otherwise noted by the Proposer. Quotes must be typewritten or printed in blue or black ink. Quotes must be mailed or delivered in person. Quotes that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF QUOTES/BIDS:

Quotes/bids may be withdrawn prior to the opening date and time upon written, faxed, e- mailed or telegraphic signed request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing its Quote/bid shall not constitute a right to withdraw a Quote/bid subsequent to the Quote/bid opening. Quotes/bids may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

PROPOSERS INTERESTED IN MORE THAN ONE QUOTE:

If more than one Quote is offered by any one party, or by any person or persons representing a party, all such Quotes may be rejected by the City in its sole discretion. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct Quote on its own behalf.

RECEIPT AND OPENING OF QUOTES:

Quotes shall be submitted prior to the date and time fixed in the Request for Quotes. Quotes received after the date and time so indicated shall remain unopened and shall not be considered.

### QUOTE RESULTS:

All Quotes shall be subject to negotiations prior to the award of a purchase order.

No telephone requests for results will be accepted or given. Results can be viewed by visiting the City website: [www.dover.nh.gov](http://www.dover.nh.gov).

### TIE QUOTES:

When identical Quotes are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be made by a toss of coin, with the following exception: When a tie Quote exists between a local Proposer (a business establishment with a place of business within City limits) and a non-local Proposer (a business establishment without a place of business within City limits), preference will be given to the local Proposer. If a tie Quote exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

### LIMITATIONS:

This Request for Quote does not commit the City to award a purchase order, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all Quotes received as a result of this request, or to cancel in part or in its entirety this request, if it is in the best interest of the City to do so.

### QUOTE EVALUATION:

In an attempt to determine if a proposer is qualified and responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

### AWARD OF PURCHASE ORDER:

Any purchase order releases by the City shall be in response to the Quote and subsequent discussions. It is the policy of the City that purchase orders be released, among other considerations, only to responsive and responsible Vendors. The Vendor selected will be the one deemed most advantageous to the City and not necessarily the one with the lowest price.

The City of Dover reserves the right to waive any formality, informality, information and/or errors in the Quotes submitted and the right to reject any or all Quotes at its discretion and to accept the Quote which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

### AWARD PROTEST POLICY AND PROCEDURE:

Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a bid or contract may protest and seek resolution of complaints with the Purchasing Agent. A protest with respect to an invitation for bids or request for Quotes shall be submitted in writing prior to the time for the opening of bids on the closing day for Quotes, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for Quote. If the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for Quote, the protest shall be submitted within three (3) calendar days after the aggrieved person knows or should have known of the facts giving rise thereto.

If a satisfactory resolution of the protest is not achieved by submitting a complaint with the Purchasing Agent, the person submitting the protest shall submit a written appeal to the City Manager within three (3) calendar days of a decision by the Purchasing Agent.

Purchasing procedures shall be stayed pending a decision of the City Manager unless the City Manager decides that the award of a contract is necessary to protect substantial interests of the City.

#### MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

#### CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the proposer at any time before a purchase order has been fully executed and is approved by the City.

#### CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Purchase Order; (2) the Request for Quote (RFQ) and any amendments thereto and (3) the Vendor's Quote in response to the RFQ. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and referenced in the RFQ shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFQ and the Vendor's Quote. In all other matters, not affected by written clarification, if any, the RFQ shall govern. The Proposer is cautioned that this Quote shall be subject to acceptance without further clarification.

#### DISQUALIFICATION:

The City reserves the right to not make an award to any person, firm and/or corporation that

has defaulted upon a contract with the City, the State of New Hampshire, or the Federal Government within the past 5 years. The City reserves the right to not make an award to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted upon a contract with the City, the State of New Hampshire, or the Federal Government within the past 5 years. A corporation must currently be in good standing with the Secretary of State Office in the state in which it is incorporated and able/authorized to conduct business in the State of New Hampshire (see RSA 293-A:15.01).

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, and any agreement shall be deemed to have been executed in New Hampshire. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Strafford County.

DELIVERY:

Deliveries are to be made only to the City department or division indicated on the purchase order and in accordance with accepted commercial practices, without extra charge for packing or containers.

Deliveries, which do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly. Deliveries shall be inside the building, and accepted weekdays between the hours of 8:30 AM and 3:00 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

INVOICING:

Unless otherwise stated, invoices are to be submitted as outlined on the purchase order upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due.

**All invoices must reference a valid City of Dover Purchase Order Number.**

PAYMENT:

Unless otherwise stated, payment by check will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to the City and receipt of invoice, whichever is later. Vendors that accept payment by credit card shall be paid upon the completion of delivery of all items or service, in acceptable condition, to the City and receipt of invoice. The decision of whether to pay by check, or by credit card if the Vendor accepts payment by credit card, shall be in the City's sole discretion.

The City is exempt from all sales and Federal excise taxes. The City is a political subdivision of

the State of New Hampshire and, therefore, in accordance with IRS regulations, not subject to Federal taxes. Please bill less these taxes. The City's tax id number is 02-6000230.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the project. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

GUARANTEES & WARRANTY:

All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the City, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the Quote prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the City.**

LIMITATIONS OF LIABILITY:

If the proposer requires any limitations on its liability it must set forth such limitations in its Quote. The City reserves the right to reject any Quote(s) with such limitations.

ENVIRONMENTAL:

The City of Dover supports the concept of purchasing products that are biodegradable, can be or have been recycled, or are environmentally sound. Due consideration will be given to the purchase of such products. If you are bidding on any such products which qualify, or utilizing such products in a service you are bidding, please so indicate in your submittal by item number and description.

DISADVANTAGED BUSINESS ENTERPRISES:

The City notifies all Vendors that it will affirmatively ensure that in any contract entered into pursuant to this Request for Quotes, disadvantaged business enterprises will be afforded full opportunity to submit Quotes in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION:

Contracts for work resulting from this Request for Quotes shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

DEFINITIONS:

Quote shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Quotes.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Dover. Any disputes shall be resolved within the courts of the State of New Hampshire with venue in Strafford County.

TOXIC SUBSTANCES IN THE WORKPLACE - SAFETY DATA SHEET (Right to Know):

Any Vendor who receives an order resulting from this Request for Quote agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A, when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with that purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including Quote debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the City. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

FUNDING OUT:

The City of Dover's obligations to pay any amount due under a contract are contingent upon availability and continuation of appropriation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

EXCLUSIVITY:

This contract will be for the goods/services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these goods/services from any other vendor.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

*FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT AND/OR BEING BARRED FROM FUTURE BIDDING.*