**Appendix 5 -- RFQ Form**

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**Bryant University**

**Request for Quotation**

**Due Date: Enter Due Date Here**

**Request for Quotation:**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **OWNER INFORMATION** | | | | |  | |  |  |
|  |  | | | | | | | |
|  | **Name** | | **Bryant University** | |  | |  |  |
|  | **Address** | | 1150 Douglas Pike | |  | |  |  |
|  | **City, State, ZIP** | | Smithfield, RI 02917 | |  | |  |  |
|  | **Phone** | | 401-232-6000 | |  | |  |  |
|  |  | |  | |  | |  |  |
|  |  | |  | |  | |  |  |
|  | **Project Name** | | **Insert Project Name Here** | |  | |  |  |
|  |  | |  | |  | |  |  |
| **INVITED SUPPLIER INFORMATION** | | | | | **SUPPLIER EMAIL ADDRESS** | | | |
|  | |  | | | | | | |
| **1.** | |  | **Insert Supplier Name Here** | | | **Insert Email Here** | | |
| **2.** | |  | **Insert Supplier Name Here** | | | **Insert Email Here** | | |
| **3.** | |  | **Insert Supplier Name Here** | | | **Insert Email Here** | | |
| **4.** | |  | **Insert Supplier Name Here** | | | **Insert Email Here** | | |
| **5.** | |  | **Insert Supplier Name Here** | | | **Insert Email Here** | | |
|  | |  | | | | | | |
| **SCOPE OF WORK** | | |  |  | | | | |
|  |  | | | | | | | |
|  | **INSERT PROJECT SCOPE HERE….EXAMPLE: This is going to be a mock project of building a large set of stairs. We will use only 2x4 lumber, as well as joist brackets, to construct the frame. Stairs will be cut from the 2x4 material. No less than 2" screws will be used. Any nails will be no less than 10 penny. Design weight shall hold a minimum of 500 pounds per step. Steps will be level with that of the house. A running board will be fastened to the house. Contractor will take care of clean up** | | | | | | | |

**SEND TO:**

|  |  |
| --- | --- |
| Ed Cook, Director of Purchasing | ecook4@bryant.edu |
| Paula Doyle, Purchasing Manager | pdoyle@bryant.edu |
| **Insert Project Manager Name Here** | **Insert Project Manager Email Here** |
| The undersigned hereby offers to furnish all labor, materials, equipment and other facilities required, necessary or incidental to the work required in conformity with the Contract Documents for the project entitled:  **Enter Project Name Here**  Proposal of **Enter Supplier Name Here** (hereinafter called BIDDER), organized and existing under the laws of the State of **Enter State Here** doing business as (a corporation, a partnership, or an individual), to Bryant University (hereinafter called OWNER), in compliance with your Request for Bids, and in accordance with Bryant University’s Terms and Conditions, Bidder hereby proposes to perform all work for the construction of: **Enter Project Name Here**  Total Bid Price $ **Enter Bid Price Here** | |

Signature: Date:

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Printed Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TERMS AND CONDITIONS**

1. ACCEPTANCE: This Purchase Order (“Order”) is an offer to purchase goods and/or services as set forth. Any of the following acts shall constitute acceptance of this Order: signing and returning a copy of this Order; delivery of any of the goods ordered; commencement of performance; or written or verbal acknowledgment expressly accepting the terms set forth. Any additional or different term or condition on Vendor’s acknowledgment form, or otherwise communicated by Vendor in accepting this Order, shall be deemed to be a material alteration of this Order and is hereby objected to by Bryant University. Acceptance of the goods or services covered by this Order will not constitute acceptance by Bryant University of Vendor’s terms and conditions to the extent this Order is in any way deemed to be an acceptance of a quotation or other offer by the Vendor. Any such acceptance is expressly conditional upon the consent of the Vendor to the terms and conditions of this Order.
2. CONFIDENTIALITY: “Confidential Information” shall mean information in written or other tangible form specifically labeled as such when disclosed to the Vendor or Bryant University. Any Confidential Information transmitted orally shall be specifically identified as such at the time of its disclosure. All confidential information of the Vendor or Bryant University shall be held in strict confidence and shall not be disclosed or used without written consent, except as may be required by law. Both the Vendor and Bryant University shall safeguard any information with the other designates either orally or in writing, as proprietary or confidential, in this same manner as such receiving party may safeguard their own valuable proprietary information.
3. DELIVERY: Time is hereby expressly declared to be of the essence. Failure to deliver within the time specified, or reasonable time when not specified, shall entitle Bryant University, in addition to other rights or remedies, to cancel this Order and purchase the goods elsewhere, in which event the Vendor shall be responsible for any increase in costs. Further, in such event, Bryant University, at its option, may be relieved of any duty to accept such items as are subsequently delivered pursuant to this contract.

**UNLESS OTHERWISE SPECIFIED, ALL DELIVERIES ARE F.O.B. / DDP DESTINATION, FREIGHT PREPAID (DELIVERED)**

1. SHIP TO: To insure that delivery is made to the correct location, please address all shipments as noted on the face of this Order. All correspondence, packages, and invoices must indicate the Purchase Order number, department name, and delivery address as indicated on this Order. Direct all correspondence involved with this Order to: PURCHASING, BRYANT UNIVERSITY, 1150 DOUGLAS PIKE, SMITHFIELD, RI 02917
2. INSPECTION OF GOODS: Bryant University shall have a reasonable time after delivery to inspect the goods delivered or services rendered under this contract and to reject or revoke acceptance of any not conforming to the terms of this agreement. Rejected goods will be returned to Vendor at Vendor’s expense. Rejected services will be reworked and all costs associated with the rework will be charged to Vendor. Payment by Bryant University shall not waive the right of Bryant University to return goods found non-conforming and receive credit or reimbursement from Vendor. Failure by Bryant University to inspect and test the goods shall not relieve Vendor of liability or responsibility.
3. IDENTIFICATION: Goods delivered under this contract shall be clearly labeled with the name and location of the manufacturer.
4. SUBSTITUTION OF GOODS: Goods not conforming to this contract will not be accepted. Bryant University must approve, in writing, any substitution of non-conforming goods prior to shipment.
5. RISK OF LOSS: Vendor assumes all risk of loss of or damage to all goods ordered and all work in progress, materials, and other items related to this Order until the same are finally accepted by Bryant University. Vendor also assumes all risk of loss of or damage to any goods, work in progress, materials, and other items rejected by Bryant University until the same are received by Vendor or accepted by Bryant University.
6. MATERIAL SAFETY DATA SHEETS: Vendor shall submit a Material Safety Data Sheet (OSHA form 20 or equivalent) for any chemical substances that are shipped against this Order, as required by any and all applicable federal, state, or local law or ordinance, rule or regulation. MSDS shall contain all the information necessary to comply with the Federal Hazard Communication Standard (29 CFR 1910.1200) and all applicable state regulations.
7. WARRANTY: Vendor herein warrants and covenants that the subject merchandise complies with all applicable federal, state, and local statutes, rules and regulations for the installation and use of said merchandise for the purpose for which said merchandise is being purchased or rented. Vendor further warrants that all goods shall be free and clear of all liens and encumbrances, good and merchantable title hereto being in the Vendor; and upon receipt by Vendor of payment good and merchantable title shall be vested in Bryant University. Vendor warrants that goods shall conform to all specifications and drawings on or incorporated by reference into this Order and shall be of good material and workmanship, free from any defect of material, labor, or fabrication.
8. INSURANCE: Vendor shall maintain adequate insurance in any and all forms necessary to protect both Vendor and Bryant University against all liabilities, losses, damages, claims, settlements, expenses, and legal fees arising out of or resulting from performance of this agreement. At the minimum, Vendor will be required to supply evidence in the form of a certificate of insurance for: 1) comprehensive automobile insurance including non-owned & hired $1,000,000; 2) worker’s compensation statutory; employer’s liability $500,000; and 3) Commercial general liability including blanket contractual liability; premises-operations & completed operations $1,000,000 each occurrence, $2,000,000 aggregate. As allowed by law, insurance condition numbers 1 and 3 above will name Bryant University as an additional insured on a primary non-contributory basis. Nothing contained herein shall abridge, diminish or detract from Vendor’s responsibility for the consequence of any accidents, occurrences, damages, losses, and associated costs arising out of or resulting from performance of this agreement.
9. LIMITATIONS: Bryant University shall not be liable to Vendor, its employees, representatives, agents, suppliers, or subcontractors for any anticipated profits or incidental or consequential damages. Bryant University’s liability on any claim for loss, damage or expense arising in connection with this agreement shall not exceed the price of the goods or services which give rise to the claim. Bryant University shall not be liable for penalties of any kind. Any action caused by any alleged breach of this agreement by Bryant University must be commenced within one year after the cause of action has accrued.
10. ASSIGNMENT: No part of this Purchase Order may be assigned, transferred, or subcontracted by Vendor without Bryant University’s prior written approval.
11. FORCE MAJEURE: Bryant University may delay delivery, performance or acceptance of the goods or services ordered hereunder in the event of causes beyond its control. Vendor shall hold such goods or refrain from furnishing such services at the direction of Bryant University and Vendor shall deliver the goods when the cause affecting the delay is eliminated. Bryant University shall be responsible only for Vendor’s direct and reasonable additional costs incurred by holding the goods or delaying performance of this agreement at Bryant University’s request; such costs shall be approved in writing before they are incurred. Causes beyond Bryant University’s control shall include, without limitation, government action or failure to act where required strikes or other labor trouble, dire or similar catastrophe, and severe weather or other act of God.
12. PAYMENT: The Vendor shall only be compensated for performance delivered and accepted by Bryant University in accordance with the specific terms and conditions of this contract. All invoices against this order must be rendered to ACCOUNTS PAYABLE, BRYANT UNIVERSITY, 1150 DOUGLAS PIKE, SMITHFIELD, RI 02917, and must indicate the University’s Purchase Order number and the name of the “Ship To” department.
13. THE RHODE ISLAND SALES TAX EXEMPTION NUMBER for Bryant University is #161. A copy of the certificate is available upon request. Bryant University is not liable for taxes, customs, or assessments in connection with the purchase and/or delivery of goods ordered, except as expressly set forth on this Order.
14. CANCELLATION: Bryant University shall have the right to cancel this Order without cause in whole or in part or return any delivery not made or delivered within the date required. Its liability for such cancellation shall be limited to Vendor’s actual cost for work and materials applicable solely to this Order, which has been expended when Vendor receives notice of cancellation. Bryant University may, at its option, cancel this without liability to Vendor (except for conforming shipments Bryant University previously accepted), in the event Vendor ceases to exist, becomes insolvent, the subject of bankruptcy or insolvency proceedings or shall commit a material breach in the performance of any obligation hereunder.
15. INDEMNIFICATION AGAINST CLAIMS: Vendor agrees to protect, defend, indemnify and hold Bryant University, its members, trustees, agents and employees, harmless from all claims, liabilities, losses, damages, expenses and legal fees which may be asserted against or be incurred by Bryant University whether direct or indirect, foreseeable or unforeseeable, including, but not limited to, those resulting from injuries to any person or damage to any property, caused in any manner by any act or failure to act of Vendor in connection with the furnishing of the goods covered by this Order, or because of any imperfection or defect in said goods, or based upon any claim of product liability of strict liability in tort, or because of the failure of such goods to be in accordance with the description of such goods as may appear in any catalog, analytical report or other technical bulletin as is furnished or utilized by Bryant University, or because of the failure of such goods to be produced in compliance with the requirements of this Order.
16. INDEMNIFICATION-PATENT/COPYRIGHT: The Vendor agrees to indemnify Bryant University and to hold Bryant University harmless from and against all claims, liabilities, loss, damage, and expense including legal fees arising from or due to any actual or claimed trademark, patent, or copyright infringement and any litigation based thereon, with respect to any part of the goods and work covered by this Order. The Vendor shall promptly defend any such litigation brought against Bryant University, failing which Bryant University may do to at the Vendor’s expense. The Vendor’s obligations hereunder shall survive acceptance of the goods and payment therefore by Bryant University.
17. INDEPENDENT CONTRACTOR: If Vendor’s obligations under the Order require the performance of work by Vendor, its employees, agents, suppliers or subcontractors on Bryant University property or elsewhere, Vendor agrees that such work or services shall be performed by Vendor, its employees, agents, suppliers or subcontractors as independent contractors, and not as employees of Bryant University, and that such persons doing such work shall not be considered or represent themselves as employees or agents of Bryant University.
18. NON-DISCRIMINATION: The Vendor agrees to comply with all applicable Federal and State statutes, rules, and regulations prohibiting discrimination in employment.
19. DISPUTES: Any dispute arising under this order not disposed of by agreement shall be decided by a court of competent jurisdiction in the State of Rhode Island. Pending Settlement on final decision of any dispute, Vendor shall proceed diligently with the performance of this Order in accordance with Bryant University’s direction.
20. COMPLIANCE WITH LAWS: Vendor shall comply with all federal, state, and local laws, ordinances, rules, and regulations concerning health, safety, and environmental standards and/or requirements in the manufacture and sale of the goods and performance of the services. Vendor will defend and hold Bryant University harmless from any loss, damages, or cost arising from or caused in any way by Vendor’s actual or alleged violation of any federal, state, or local law, ordinance, rule or regulation. At the request of Bryant University, Vendor will furnish certificates to the effect that it has complied with the same.
21. USE OF THE NAME OF BRYANT: The Vendor shall not use the name, logo or trademark of Bryant University or of any Bryant University employee in its sales promotion, advertising, or any other publication without the express written permission of the responsible officer of the University.
22. COMPLETE AGREEMENT: This order (including any referenced proposal, quote, and/or response to an RFP) embodies the complete and entire agreement of the parties, and replaces or supersedes any previous agreements, communications, or representations, whether written or oral. In the event of a conflict between the terms and conditions of this Purchase Order, as preprinted herein on this form, and any differing terms and conditions entered by Bryant.
23. WAIVER: Bryant University’s failure to insist on performance of the terms and conditions herein or to exercise any right or privilege, or Bryant University’s waiver of any breach hereunder, shall not or any portion thereof hereafter waive the same or other terms, conditions, rights or privileges, or affect any subsequent breach.
24. SEVERABILITY: In the event that a court of competent jurisdiction determines, in a final judgment, that any provision of this Contract is void or unenforceable, the University and Supplier shall negotiate an equitable adjustment in the provisions of the Contract with a view toward affecting its purpose, and the validity and enforceability of the remaining provisions shall not be affected.