



Bryant University Purchasing Policy

October 10, 2018

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PURCHASING AND AUXILIARY SERVICES

The Purchasing Department of Bryant University is responsible for overseeing the procurement practices, as well as the purchasing policies and procedures of the University that include travel and entertainment as well as the Procurement Card. In addition to purchasing, the Director of Purchasing oversees Auxiliary Services, which include all food operations, the US Post Office Contract Station, Bulldog Buck purchases, laundry, vending, soda, office supplies, food services, and the Copy Center on campus.

OUR MISSION

The Purchasing Department will provide superior Customer Service by strategically determining the needs of Internal Customers, finding qualified suppliers and selecting the supplier that will provide the best value to the University and University Community.

TRAINING

The purchasing process can be complex with its various guidelines and procedures. In an effort to assist the Bryant Community, brief training sessions and/or reviews discussing the purchasing process are available for new employees or entire departments.

Please feel free to or stop by the Purchasing Department with any questions or concerns regarding Purchasing procedures. Job-aids on several topics are available to assist users with the process.

Strategic Sourcing

The Bryant Purchasing Department will take a strategic look at the needs of the entire University when conducting bids. This Strategic Sourcing strategy will not only provide value to multiple departments but will provide greater savings by increasing volumes utilizing common supplier purchases on behalf of the entire University.

Sustainable Purchasing

- **Environmental and Social Responsibility Values for Business Partners**

These environmental and social responsibility values for business partners outlines a set of guiding sustainability values that Bryant University will consider when selecting and hiring vendors that also meet a criterion of cost, function, and aesthetics. These values are intended to guide more sustainable procurement around goods that are socially, economically and environmentally responsible. Bryant University will strive to select business partners that demonstrate leadership and align with these values and Bryant University's sustainability goals. The environmental responsibility and ethical behavior of vendors will be taking into consideration.

- **Environmental Responsibility**

Safeguarding the environment for the benefit of all peoples now and in the future is a matter of increasing concern for academic communities as well as in society generally. Vendors shall make every effort to demonstrate environmentally responsible practices and production methods, and meet well-established third party certification standards. This would include minimization of waste products, use of postconsumer recycled materials, energy efficiency, and the durability, biodegradability, and reparability of the products received from the vendor by the university.

Ethical Behavior

Bryant University respects internationally recognized human rights as defined by the Universal Declaration of Human Rights and Associated Covenants, and the International Labor Organization (ILO) Declaration on the Fundamental Principles and Rights at Work. We expect our external business partners and their franchisees, if applicable, to value these internationally recognized human rights.

- **Harassment and Abuse:** Every employee shall be treated with dignity and respect. Vendors will not tolerate any form of harassment or corporal punishment.
- **Labor standards:** Fair wages, hours, child labor, forced labor, or leaves ^[1]: vendors must recognize and respect the legal rights of employees to earn the minimum wage, as well as laws around hours and overtime, medical leave, maternity leave, and forbid child labor. Vendors shall not use forced labor in any form.
- **Health and wellbeing of employees:** vendors must provide a safe and healthy working environment that is conducive to accident and injury prevention. All activities shall be in full compliance with the Federal Occupational Safety and Health Act (OSHA).
- **Nondiscrimination:** vendors shall not subject any person to discrimination in the hiring, salary, benefits, advancement, discipline, termination, or retirement processes on the basis of race, gender, ethnicity, color, religion, nationality, age, disability, marital status, or reproductive or familiar situations.
- Each vendor shall be an equal opportunity employer and strive to hire disadvantaged or community-based service providers or b corporations.
- Freedom of Association and Collective Bargaining rights of employees must be respected.

Vendors are encouraged to provide evidence of their adherence to such recognized norms of ethical labor standards.

Purchasing Department

Office Hours:

Academic Year: Monday - Friday: 8:30 am - 4:30 pm

Summer Hours: Monday - Friday: 8:30 am - 4:00 pm

Contact Information:

Phone: (401) 232-6018

Fax: (401) 232-6319

Staff Members:

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GENERAL PURCHASING GUIDELINES

The Purchasing Department has significant experience in Supplier Management, and at any time, anyone may request assistance for the sourcing of qualified suppliers, the review of quotes, and/or the best value analysis of supplier pricing. The Purchasing Department is also available to assist with contract negotiation on behalf of the University. Purchasing guidelines based on pricing are detailed below. In addition, please consult the commodity-specific purchase section.

Purchases \$5,000 and under

Orders \$5,000.00 and under do not require a purchase order. An organization number should be given to the supplier and used as a reference number for billing purposes. Should a supplier require a purchase order, please follow the purchase order guidelines.

Purchases greater than \$5,000 and less than or equal to \$10,000

Purchases of goods or services greater than \$5,000 and less than or equal to \$10,000 require at least three (3) verbal quotes. Please use Appendix 2 and index the verbal quote form, along with the backup, to the purchase order.

Purchases greater than \$10,000 and less than or equal to \$25,000

Purchases of goods or services greater than \$10,000 and less than or equal to \$25,000 require at least three (3) written quotes. The requesting department provides written specifications of the required products or services to suppliers and acquires their written quote on company stationery or via business email. (These quotes are maintained by Accounts Payable for 7 years and act as a permanent record for auditing purposes per IRS guidelines.) A spreadsheet with an analysis of the quotes should be completed by the department and indexed to the purchase order along with all quotes received.

The following items are excluded from the quote process: (PO's are still required)

- Subscriptions to professional publications
- Proprietary software licenses
- Maintenance contracts for installed equipment when only provided by the manufacturer or Value Added Resellers (VAR)
- Maintenance contracts for capitalized (Over \$5,000 original cost) equipment
- Conference fees and/or memberships for professional organizations
- Legal services, specialized consulting services, and investment advisory services
- Artists and performers
- Architectural and professional engineering services

Purchases greater than \$25,000

All purchases greater than \$25,000 require a formal RFP. Please refer to the RFP Process.

For any services greater than \$25,000 that you wish to be excluded from the RFP/Bid Process, a Preferred Supplier Form or Sole source Justification Form may be utilized. This form must be submitted to the Purchasing Office and approved by the Director of Purchasing prior to the commencement of services. Please refer to the Other Considerations or Preferred Supplier sections for information.

GENERAL PURCHASING GUIDELINES – Campus Management Only

- Purchases of goods or services greater than \$5,000 and less than or equal to \$10,000 require at least three (3) verbal quotes. Please use Appendix 2 and index the verbal quote form, along with the backup, to the purchase order.
- For purchases greater than \$10,000 but less than or equal to \$50,000, three written quotes are required.
 - Construction related purchases only – For purchases greater than \$10,000 but less than or equal to \$50,000, 3 written bids must be requested, If only 1 bid is obtained, the bid must detail T&M. However lump sum could also be contracted with 1 bidder by VPBA exception due to certain risk management strategies.
 - When a contractor is already on campus performing services, and similar type services of less than or equal to \$25,000 become necessary within the University, Campus Management may request a supplementary written quote from the current contractor. This quote and a memo justifying continued contractor service must be sent to the VPBA for approval prior to the contractor performing the additional job(s). After approval, both the memo and quote should be submitted with a purchase order. (For additional jobs of over \$25,000, 3 written quotes are required.)
 - For Construction projects greater than \$50,000 but less than or equal to \$100,000, contractor services must be bid through an RFQ (Appendix 5). At least, 3 written bids must be requested, If only 1 bid is obtained, the bid must detail T&M. However lump sum could also be contracted with 1 bidder by VPBA exception due to certain risk management strategies.

- For construction, major building repair, and upgrade projects totaling more than \$100,000, an RFP must be done. At least 3 written bids must be requested, If only 1 bid is obtained, the bid must detail T&M. However lump sum could also be contracted with 1 bidder by VPBA exception due to certain risk management strategies.
- Furniture, fixtures and equipment associated with these projects must adhere to the standard \$25,000 RFP threshold.
- Time and Material Purchases: In cases where time or circumstance make competitive bidding of certain construction services impractical the Vice President of Business Affairs may authorize contracting for services on a time and material basis. In such a case, the project manager will submit a purchase order that clearly describes the project scope and the names of all contractors and subcontractors expected to be involved in the work. The purchase order generated by Campus Management should list the hourly rates for all significant trades including burden for general and administrative expenses as well as rental rates for equipment employed in the work. All Bryant standard terms and conditions will apply.

The contractor will be required to provide a detailed invoice matching the work performed for each application. Each application will provide detail on labor hours, equipment hours, and material utilized. Backup must accompany showing actual costs for material and any markup. The project manager will be required to certify the accuracy of all claims as well as assuring that the contractor has worked diligently to complete the scope of work.

A Preferred Supplier or Sole Source Justification Form may be utilized for any specialized service.

Please refer to the Other Considerations, Preferred Supplier, RFQ Process, or RFP Process, sections for more information.

Emergency Building Repairs

Under the responsibility of Campus Management, emergency repair parts or services are exempted from the Purchase Order, RFQ and RFP process. The selected emergency vendor must detail T&M, however lump sum could also be contracted with 1 bidder by VPBA exception due to certain risk management strategies.

COMMODITY-SPECIFIC PURCHASE GUIDELINES

Furniture - All furniture purchases made to supplement an existing office, regardless of cost, will be sourced by the Purchasing Department and will require a Purchase Order. No furniture may be purchased with a Procurement Card (P-Card). Please contact the Purchasing Department at x 6018 for assistance.

Furniture related to office or building renovations are handled by a Project Manager in the Facilities Department.

Computer Hardware, Software and Maintenance Agreements - All hardware and software requests must be directed to the Help Desk. All software maintenance agreements should be approved by Information Services prior to purchase.

Computer Equipment, Multifunctional Devices & Printers – All requests must be directed to the Help Desk. Equipment will then be sourced and purchased through Information Services.

General Office Equipment - Office Equipment such as large capacity shredders, laminators, etc., will be sourced and purchased through the Purchasing Department.

Construction and Building Services – Please contact Campus Management.

OTHER CONSIDERATIONS

Suppliers falling under the following three categories do not require bids regardless of amount.

- **Sole Source Supplier** – A sole source supplier is exclusively able to provide a unique product and/or service required by the University.
- **Proprietary Supplier** – A proprietary supplier provides equipment that will maintain, interface directly with, or attach to equipment of the same manufacturer, and no other manufacturer's products or services will correctly interface with the existing equipment. Common examples are supplementation of existing classroom equipment, elevators, lab equipment, security systems, etc., which can only be serviced or supplied by the manufacturer or a single supplier.
- **Brand Name Specified** – A brand name may be specified by an executive officer of Bryant University, or a designer or engineer who excludes consideration of proposed "equals."

When using a Sole Source/Proprietary Supplier, it is necessary to include the *Sole Source/Proprietary Procurement Request Form* (Appendix 3) and index it to the order. If the exception is found to be unwarranted, the Purchasing Department will research the item or service and provide the department with a list of additional qualified suppliers. Competitive quotes should then be obtained by the department. The sole source/proprietary documentation will remain on file as part of the official procurement documents and may be subject to audit or review by interested parties.

PREFERRED SUPPLIER

A preferred supplier status eliminates the need to obtain quotes for certain products and/or services but does not eliminate the need to create a purchase order. Preferred Supplier status is valid for three years from date of approval; however if an approved supporting contract states the contract is longer than 3 years, then the contracted term will apply.

Please contact Purchasing for further assistance.

Establishing Preferred Suppliers

In order to establish a Preferred Supplier status, a supplier must meet the following criteria:

- Competitive and consistent pricing
- Timely delivery of product
- Exceptional Service
- Familiarity with campus needs
- Adherence to University policies

Departments are then required to follow the steps below.

1. Obtain three written quotes for three separate purchase requests with each request being over \$5,000 or conduct a RFPs/Bid Process for purchases totaling over \$25,000 annually.
2. Complete the Preferred Supplier Form, (Appendix 4).

All quotes and information should be forwarded to the Purchasing Office for review. Supplier approval will then be determined by the Director of Purchasing in consultation with the VPBA and departments will be notified once a vendor is approved. Suppliers may be removed from the Preferred Vendor list for low volume or lack of business transacted during any given 12 month period.

Preferred Supplier Renewal Process

In order to preserve the integrity of Bryant University's purchasing practices, the status of all Preferred Suppliers will be reviewed every 3 years using the steps shown above.

CONFIDENTIALITY

It is the duty of anyone who comes in contact with quotes, specifications, drawings or any other materials submitted by a supplier to keep that information strictly confidential, not sharing any information with any outside company, agency or any Bryant personnel that are not directly connected with the bids or project.

*****Exceptions to purchasing policy are made exclusively by the Vice President for Business Affairs*****

PROCUREMENT PROCESS

Purchase Orders

A Purchase Order is a contract between Bryant University and a supplier and contains not only detailed information about goods and services ordered (delivery, price, payment terms, length of contract or services, etc.), but Terms and Conditions required by state and federal laws and by University policy. It is the responsibility of the requesting department to enter a purchase order on-line into Banner. The Purchase Order process encumbers budgeted funds at the time of final approval.

After final approval of the Purchase Order, the Purchasing Department will proceed in issuing the PO based upon the delivery method entered. The Purchase will be transmitted to the requestor and supplier (if necessary) within 24-48 hours.

Please note: An internal purchase order is used to encumber budgeted funds for the procurement of goods and/or services but the Purchase Order is not transmitted to the supplier.

If an order is canceled, any unused funds are released from encumbrance making the funds available to the department for other purchases.

General Purchasing Requirements		
Amount	Method	Requirement
\$5,000 and under	P-Card or Check Request	
Over \$5,000 to \$10,000	Purchase Order	3 Verbal Quotes obtained by Requestor (see exclusions) - shown on verbal quote form (Appendix 2)
Over \$10,000 to \$25,000	Purchase Order	3 Written Quotes – Obtained by Requestor (See exclusions)
Over \$25,000	Purchase Order	Full RFP / Bid Process (Except for Sole Source and Preferred Supplier)

General Purchasing Requirements – Campus Management Only		
Amount	Method	Requirement
\$5,000 and under	P-Card or Check Request	
Over \$5,000 to \$10,000	Purchase Order	3 Verbal Quotes obtained by Requestor (see exclusions) - shown on verbal quote form (Appendix 2)
Over \$10,000 to \$50,000	Purchase Order	3 Written Quotes – Obtained by Requestor (See exclusions)
Over \$50,000 to \$100,000	Purchase Order	Full RFQ / Bid Process (Except for Sole Source, Preferred Supplier and Emergency Work)
Over \$100,000	Purchase Order	Full RFP / Bid Process (Except for Sole Source, Preferred Supplier and Emergency Work)

W-9's

W-9 forms are required from all suppliers. When entering a Purchase Order, if the supplier of choice is found to be new or inactive, the requestor is responsible for obtaining a current W-9 from the supplier, which should then be forwarded to Purchasing or Accounts Payable.

Delivery Address

For all orders, please ensure suppliers use the "ship to" address below:

Bryant University

Attn: _____

1150 Douglas Pike

Smithfield, RI 02917-1284

Failure to provide complete shipping information could result in the delay or even loss of ordered merchandise.

The Purchase Order number should be clearly referenced on the packing slip or written on the outside of the package.

The Receiving Department signs for most shipments delivered to Bryant University. Upon delivery of merchandise, **the user department is responsible for verifying the quantity and quality of each order.** If an order is not complete or if any goods need to be returned to the supplier, it is the department's responsibility to notify the supplier immediately. If the order was placed using a Purchase Order, the department should also contact Purchasing so that 1.) A note may be placed on the purchase order to prevent payment for incorrect or incomplete orders and 2.) Purchasing may assist in the return and rapid replacement of any damaged goods or the quick shipment of missing goods.

Insurance & Licenses

All Suppliers performing services on campus must provide certificates of insurance **prior** to the commencement of work or service. This is in addition to permits and licenses applicable to their trade. It is the responsibility of departments to obtain this documentation.

Certificates of insurance should list Bryant University as an additional insured in accordance with minimum insurance requirements as determined by Risk Management.

All purchases with an aggregate amount over \$250,000 require that the full Insurance Policy be obtained from the supplier.

Deposits

The University should make every effort to avoid paying deposits to suppliers unless there is a significant discount or other benefit given as a quid-pro-quo. If deposits are requested, refer the matter to Purchasing who may be able to negotiate a waiver or reduction of the deposit amount.

Open Purchase Orders

Twice a year, the Purchasing Department will run a list of open purchase orders that may have partial or full commitments remaining. Purchasing will then look at individual PO's based on transaction date, remaining balance, etc., and may notify appropriate departments of the open order(s). The department is then responsible for verifying continued PO activity or voiding the outstanding commitments.

Purchase Orders at Year End

All budgeted encumbrances should be reviewed by departments to determine validity of the remaining funds encumbered. The closing of any encumbrance can be done by emailing the Purchasing Department. Purchase Orders can remain open and any remaining commitment will be rolled and encumbered into the next fiscal year.

Change Orders

A change order may be entered by departments to modify an existing purchase order. Change orders may incorporate an increase or decrease in the item quantity or dollar amount, a change in the account distribution, or any other substantive change and will route through the approval queues. All change orders must have appropriate backup documentation indexed to the original Purchase Order to verify the necessity of the change. (Any change order documentation should be placed in front of the original PO documentation.)

Purchase Order Overages

When an invoice exceeds the purchase order amount by more than \$2,000, a change order is required.

Purchase Order Cancellation

To request the cancellation of a purchase order, send an email to Purchasing at purchase@bryant.edu

RFQ PROCESS – Campus Management Only

For smaller scope projects of \$50,000 but less than \$100,000, an RFQ Form (Appendix 5) may be utilized to solicit a minimum of 3 quotes for all good & services. Prior to generation of the RFQ form, an email will be sent from the CM Project Manager to the Purchasing Department and VPBA to inform them of the project and the suppliers that they anticipate to bid on the project. Purchasing and VPBA will reply to this email with the suggestion of any additional vendors within 4 hours. The RFQ form will then be generated by the CM Project Manager and sent out to the Purchasing Department, the VPBA, and to a minimum of 3 potential suppliers. The bidder responses should contain, in exacting detail, a description of relevant parameters such as:

- Quantities/Volumes
- Description or drawings current
- Quality levels
- Delivery requirements
- Term of contract
- Quote Valid Until
- List of subcontractors
- Other value added requirements or terms

The RFQ form will specify a deadline date and time for supplier response. Bidders will respond via E-mail to Purchasing and the CM Project Manager. If bidders communicate requests for clarification during the bid period, then a written or sketch answer/clarification will be simultaneously sent to all bidders as well as the Purchasing Department. Copies of all bids will be filed in the Purchasing office and a Bid Analysis will be indexed to the Purchase Request.

Upon receipt of quotes, a comparison and analysis of the RFQ responses may be done by the Purchasing Department and forwarded to the Campus Management department for their review. This analysis will include pricing of service, review of relevant parameters, and overall best value for the University. The supplier or provider of choice will be recommended by the Campus Management and Purchasing departments to the VPBA. Any request for documented projects or those greater than \$100,000 require a formal Request for Proposal (RFP) process as described in this document. (Page 14)

RFP PROCESS

A Request for Proposal (RFP) is a solicitation to potential suppliers to submit business proposals for the procurement of a commodity or service. An RFP is done through a bidding process which outlines the procedure, contract terms and provides guidance on how the bid should be formatted and presented. It is typically open to a selection of bidders which creates open competition between companies looking for work. All RFPs, with an attached list of bidders must be reviewed and approved by the Divisional Vice President prior to the release to the bidders by the Purchasing Office. Anticipated time to review and comment or approve is 72 hours from receipt. Longer review times may be required due to the complexity of the subject matter, employee absence or other circumstances.

Soliciting Competitive Bids

All products and services (with the exception of medical and dental insurance) with an individual cost of over \$25,000 or an annual aggregate cost of over \$25,000 require the RFP/Bid process be completed in conjunction with the Purchasing Department.

The Campus Management and Project Management Departments RFP requirement begins at the \$100,000 level, for costs associated with construction, major building repair, and upgrade projects only. Furniture, fixtures and equipment associated with these projects must adhere to the standard \$25,000 RFP threshold.

It is suggested that departments consult with Purchasing early in the RFP process. An RFP Package will be prepared by the department and forwarded to Purchasing for review. The requesting department is responsible for preparing a set of specifications and time lines that is sent to Purchasing for inclusion in an RFP Document. The requesting department should also provide purchasing with a list of qualified suppliers. If at least three suppliers are not known, Purchasing will make best efforts to source additional suppliers.

Once the RFP package has been reviewed, Purchasing will be responsible for the distribution of the package to suppliers, whether electronically or by hard-copy.

When furniture, fixtures or equipment are needed, and expected to cost in excess of \$25,000, three suppliers should be invited in to survey the area and allowed to measure if possible, and/or be given a set of floor plans. Each supplier would then present a proposal of furniture items under consideration. The most appropriate and cost competitive supplier would be given the award for the contract.

Some RFP processes typically include a period of time when suppliers are permitted to submit questions and/or requests for RFP clarification to both the Purchasing Department and originating department via email (see Table below). The department will forward a response to all questions via email to the Purchasing Office as well as to all bidders. This will be done in accordance with a time specified in the RFP documents. Answers to the

questions will also be printed and attached to the bid evaluations matrix as part of the permanent bid record.

Bid results are expected to remain confidential. The results of the bid submission are held in confidence to allow equitable treatment to all bidders and to assure that no supplier has an unfair advantage. Participants in the evaluation process should not disclose or share any information pertaining to pricing, trade secrets, contents, terms and conditions, or any other information collected during the RFP process with anyone other than University staff involved in the bid review process.

All bids and proposals must be returned to the Purchasing Office by the supplier(s) in hard copy. Email replies will not be accepted unless otherwise noted in the RFP. Bid packages will be opened and recorded by Purchasing on the date and time specified in the RFP.

Upon opening, copies will be distributed to the requesting department and evaluation will be done by Purchasing for adherence to the Terms and Conditions and Commercial Requirements. The requesting department will evaluate based on the specifications. Departments are not required to choose the supplier based on price only. However, when the lowest bidder is not chosen, justification should be provided as to what factors contributed to the choice.

It is strongly recommended that the originating department prepare a bid comparison matrix; a copy of this matrix should then be forwarded to the divisional VP for review and approval. After a thorough review of the evaluation matrix and bid documents, and after all required signatures and approvals have been obtained, recommendations for bid awards will be made by the originating department. Purchasing and the sponsoring department will meet to discuss evaluations, and select the bidder providing the best value to the University.

If a Best and Final meeting or conference call is conducted, the Purchasing Department should be invited to clarify any issues regarding Terms and Conditions and possibly negotiate a more favorable price or terms.

Once the final award decision has been made, the originating department will prepare a purchase order. A copy of the bid evaluation matrix along with all pertinent documentation to validate the bid award should be indexed to the purchase order.

Upon completion of the above, the bidders must be notified. Please note that final bid award decisions are at the discretion of the Divisional Vice President.

Sample RFP Schedule	
➤ RFP and Specifications issued by the University	January 15, 20XX
➤ Deadline to submit questions on this RFP to Sponsoring Department and Purchasing by 12:00 Noon	January 29, 20XX
➤ Quotes due to the Purchasing Office at the University by 12:00 Noon	February 12, 20XX
➤ Review and Evaluation Complete	February 21, 20XX
➤ Final review and negotiation with selected final suppliers visiting the University in Smithfield, RI	Week of Feb. 24, 20XX
➤ Award (no later than)	March 7, 20XX

Pre-Bid Conferences

If it is determined that a Pre-bid conference is necessary for the overall success of the project, it is required that Purchasing and the divisional VP are informed/invited to the meeting. Pre-bid meetings, as a good business practice, should be held no later than five business days after distribution of the RFP documents. All suppliers involved will be invited to the Pre-bid and will be encouraged to attend, ensuring fairness in the bidding process. To expedite the process, typically one-on-one supplier meetings should not be scheduled during the RFP/Bid process. It will be at the discretion of the RFP sponsor to determine if supplier attendance is mandatory. If attendance is mandatory, suppliers that do not attend the Pre-bid may be disqualified. If a supplier does not attend the mandatory meeting but is not disqualified, it becomes their responsibility to obtain any information and/or documents distributed at the Pre-bid meeting.

CONTRACTUAL PURCHASES

Contractual purchases at Bryant University should be negotiated keeping the University's best interest in mind. Contracts should be signed in accordance with the University *Authorized Signature Approval Grid* shown in Appendix 1. Copies of all signed and executed contracts should accompany the purchase order. Questions regarding this policy should be directed to the Purchasing Office at ext. 6018.

If an agreement or contract has a Renewal Option, supplier performance should be reviewed prior to renewal. The user department or Purchasing should review the terms of the renewal and make sure the existing supplier is meeting performance measurements as defined in the agreement.

CREDIT CARDS

The Bryant University Procurement Card (P-Card) is administered through JP Morgan Chase. This P-Card allows for ordering and payment in a more efficient and cost effective manner. Potential cardholders should contact the Purchasing Department at ext. 6018 for more details.

The P-Card may be used for purchase amounts up to the individual's single transaction limit either on the internet or at stores and other establishments. When purchasing online, keep in mind the University's best interests and check local supplier pricing prior to placing your order.

Purchases on the P-Card will be monitored through daily and monthly procurement card auditing. Any abuse of general purchasing policies will be addressed and could lead to the cancellation of the procurement card.

Please see the Bryant University P-Card Manual for additional information.

<http://intranet.bryant.edu/resources/purchasing/files/P-Card%20Manual%20Revised%20Final%2008-2014.pdf>

DIRECT PAYMENTS – No Purchase Order Required

Most purchases under \$5,000 do not require a purchase order. . For these purchases, a check request must be prepared and approved in the originating department and submitted with the invoice to Accounts Payable for final approval and payment.

SURPLUS FURNITURE

A limited amount of surplus furniture is available to the Bryant Community (at no cost to the department) for on-campus use only. All furniture is allocated on a first come, first served basis. Should the need arise to view the surplus furniture storage area, call Receiving at Ext. 6436 to make arrangements

VEHICLE ACQUISITIONS

All vehicles will be acquired by the Purchasing Department in accordance with approved purchasing guidelines. Bidding shall be done, in bulk, when possible.

Vehicles that register at least 100,000 miles on the odometer and are at least six (6) years old from date of acquisition, are eligible to be replaced in the next fiscal year, depending on the condition of the vehicle.

Vehicles that are driven primarily on campus should be considered for replacement

- After ten years of service
- When they no longer can pass state inspection
- When the cost of essential repairs is likely to exceed the book value of the vehicle.

In the case of special purpose vehicles (Campus Management Department Trucks & Heavy Equipment) the Campus Management Director and supervisor(s) will work with Purchasing and provide a list of required vehicle specifications and features needed.

VEHICLE REGISTRATIONS

The Purchasing Department is responsible for the renewal of all vehicle registrations. Purchasing will renew registrations online using the Procurement Card. Departments will see the charge appear on their monthly budget reports.

Departments losing registrations are required to send a representative to the Registry for a duplicate registration. Prior to going to the Registry, the representative needs to have the Registration Form signed by the Director of Purchasing, as well as a notary.

Insurance Cards must be carried in all University vehicles. Cards are issued on a yearly basis. If a replacement is needed, please notify the Risk Manager at Ext. 6006.

All vehicle titles are to be sent to the Director of Purchasing. When vehicles are being traded in, it will be necessary to have the title for that vehicle.

EQUIPMENT REPAIRS

Most repairs to equipment can be paid as a direct expense. When equipment is in need of major repair (over \$5,000), three quotes must be obtained before the work begins and a purchase order must be issued.

DEPARTMENTAL CHARGES AT AUXILIARY VENDORS

For departmental purchases made at any auxiliary on-campus vendor such as Follett, Subway, Dunkin, etc., a signed and approved 3-part departmental charge slip must be presented to the vendor and any applicable discounts will be applied. The slips are consolidated monthly by the vendor and forwarded to Accounts Payable (A/P) for payment.

OFFICE SUPPLIES

The University is currently under a contract for office supplies with WB Mason. All departments have access to the WB Mason website. Contact Purchasing at 6018 for user name and login information. Orders are delivered daily.

If you have items to be returned, need general ordering information or have any questions, log into the WB Mason web site and click on the Support tab and Support Requests in the drop down. Choose the appropriate heading in the Select Subject dropdown and type an explanation in the message field. Their customer service representative will respond to you via email.

Due to Bryant's contract with WB Mason, purchases from outside suppliers (such as Staples) are prohibited.

Personal Purchases - For added value to the members of the Bryant Community, WB Mason has extended its contract pricing to faculty and staff which is utilized with a personal login available from the Purchasing Department. These purchases are paid using the employee's personal credit card, subject to sales tax, and delivered to the campus Post Office. The Purchasing Department is not responsible for any personal purchases made through a Bryant supplier.

TRAVEL

All business travel arrangements may be made through the University's approved travel agency, Donovan Travel (401) 885-3500.

When making reservations please give the agent your six-digit organization (department) number. Donovan will charge the University directly - a check request is not required. This is helpful for those that are not Bryant University p-card holders as although you may use your own personal credit cards to book travel, reimbursements will get paid to you through the Accounts Payable Department.

If you hold a P-card, you may prefer making your own travel arrangements through any major travel website.

CAR RENTALS

Car Rental discounts for business and personal travels have been negotiated and are available for Enterprise and National Car Rentals. Please call the Purchasing Office to obtain the discount codes.

Appendix 1 -- Signature Authorization Grid

		Final Authority	Final Authority	Final Authority	Final Authority
		<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
		<u>President / or VPBA ONLY</u>	<u>VP's and Assoc. & Assist. VP's ONLY</u>	<u>Deans, Exec Director, Sr. Assoc. Directors. Directors, Chairs, Business Managers & Dept. Managers</u>	<u>Other Managers & Select Others</u>
<u>Revenue - Contracts</u>		\$10,000+	<\$10,000	None	None
<u>Revenue - Grants</u>		All	None	None	None
<u>Non Salary Related</u>					
Purchase Order Requisitions & Contract Commitments		\$100,000+	< = \$100,000	< = \$5,000	< = \$1,500
Invoice Expenditures (w/o supporting contract)		\$50,000+	< = \$50,000	< = \$5,000	< = \$1,500
Employee Expense Reimbursements		\$5,000+	< = \$5,000	< = \$2,500	< = \$1,500
Purchasing Card Transactions (underlying policy limits documented)		\$25,000+	< = \$25,000	< = \$2,500	< = \$1,500
Leasing Arrangements (excluding one-time rentals)		VPBA Only	None	None	None
Non P-card Travel Authorization; (One over prior approval necessary)		\$25,000+	< = \$10,000	< = \$2,500	< = \$1,500
<u>Special Cases</u>					
Legal Expenses	Student Affairs(student related), HR (employment related), and B&FA (General) Only - all litigation prior to commitment to be approved by President				
Employee Benefits Payroll and Payroll Taxes	HR Only				
Employee Separation and Union Memos of Agreement	HR Only				
Sale of Assets	Business Affairs Only				
Check Signing and Money Transfers	Business Affairs Only (VPBA and Assoc. VPBA with President and VPAA as backups)				
Stock Gift Acceptances and Sales	Development and BA divisions Only				
Debt Service Agreements and Payments	Business Affairs Only				
Donations to Non Profit Organizations above \$5,000	President Only				
<u>Notes:</u>					
Advanced written approvals need to be obtained for all travel (P-Card non-P-Card)					
P-Card limits do not apply for certain individuals who approve transactions on behalf of others in specific offices.					
All transactions for the Academic Affairs Division require the additional approval of the Academic Affairs Division Business Manager					
All transactions for Grants require the approval of the Associate Director of Financial Planning & Budgeting (Controller's Office).					

Appendix 2 – Verbal Quote Form

Bryant University Verbal Quote Form

(For purchases over \$5,000 and less than or equal to \$10,000)

Item to be Purchased (Be as specific as possible)

Click here to enter text.

Quantity needed: [Enter Quantity Here](#)

Date Needed: [Click here to enter a date.](#)

Supplier Name:	Enter Supplier Name Here
Supplier Contact Name:	Enter Supplier Contact Name Here
Supplier Contact Phone or e-mail:	Enter Supplier Phone or Email Here
Price Quote:	Enter Supplier Price Here

Supplier Name:	Enter Supplier Name Here
Supplier Contact Name:	Enter Supplier Contact Name Here.
Supplier Contact Phone or e-mail:	Enter Supplier Phone or Email Here
Price Quote:	Enter Supplier Price Here

Supplier Name:	Enter Supplier Name Here
Supplier Contact Name:	Enter Supplier Contact Name Here
Supplier Contact Phone or e-mail:	Enter Supplier Phone or Email Here
Price Quote:	Enter Supplier Price Here

Is the chosen supplier in our database with a valid W-9? If no, please obtain a W-9.

Does the chosen supplier have an up-to-date Insurance Certificate on file at Bryant University? If no, please obtain.

Appendix 3 -- Sole Source Justification Form ***Bryant University Sole Source/Proprietary Procurement Request Form***

(Forward this form to Purchasing, along with the purchase requisition, for amounts exceeding \$5,000)

DATE: [Click here to enter a date.](#)

TO: Purchasing Department

FROM: [Click here to enter text.](#)

VENDOR NAME: [Click here to enter text.](#)

Check One:

_____ Is this a sole source procurement? "Sole Source" is defined as a product or service which is practicably available only from one source. Please answer the 4 questions below and sign.

_____ Is this a proprietary procurement? A proprietary specification restricts the acceptable product(s) or service(s) to one manufacturer or vendor. A common example would be specification by brand name which excludes consideration of approved "equals". Although all sole source specifications are proprietary, all proprietary specifications are not sole source. Proprietary items may be available from several distributors.. Please answer questions 1 and 2 below and sign.

_____ Is this a Brand Name Specified procurement?

The following is a list of questions which will substantiate a Sole Source or Proprietary Procurement. It will help expedite processing if you will provide thorough and sufficient detail to clearly answer each of these questions. Please use additional sheets and index all additional information to this form if necessary.

1. Briefly, what is the aim of the project in which this product or service will be used.

[Click here to enter text.](#)

2. Why is this the only product or service that can meet the University's requirements? Uniqueness? Compatibility? Integral component? Please explain in detail.

[Click here to enter text.](#)

3. Why is this Supplier practicably the only available source from which to obtain this product or service?

[Click here to enter text.](#)

4. What efforts have been made to obtain the very best price possible? Why do you feel this price is fair and reasonable?

[Click here to enter text.](#)

Authorized Departmental Signature

Date

Director of Purchasing

Date

Appendix 4 -- Preferred Supplier Form
Bryant University Request for Preferred Supplier Status

(This form is also used for the Requalification of Preferred Supplier Status)

Vendor Name: [Click here to enter text.](#)

Date of Request: [Click here to enter a date.](#)

This form should be used to request or re-qualify Preferred Supplier Status for those suppliers who perform above and beyond in meeting University expectations. Please complete the information below, then forward to the Purchasing Office for review.

1. Competitive and consistent pricing: The department must show the supplier proved best value pricing for three separate orders by attaching three competitive quote packages for purchases between \$5,000 and \$25,000 and/or an RFP/Bid result(s) (as per step 1 for Establishing Preferred Suppliers in the Purchasing Policy).
2. Delivery of Product: Please explain how this supplier's adherence to departmental deadlines has enhanced customer relations.
[Click here to enter text.](#)
3. Exceptional Service: Please provide examples of how this supplier's service to your department has enhanced customer relations.
[Click here to enter text.](#)
4. Does this supplier offer discounts or other incentives? Please explain.
[Click here to enter text.](#)
5. Please explain other attributes that exemplify how this supplier's relationship with your department and the University make for a successful partnership. (Some examples would be follow-up both during and after the product/service)
[Click here to enter text.](#)

Authorized Divisional VP

Date

Director of Purchasing

Date

Appendix 5 -- RFQ Form



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:

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:

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)
4. **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
5. **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.
6. **IDENTIFICATION:** Goods delivered under this contract shall be clearly labeled with the name and location of the manufacturer.
7. **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.

8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **ASSIGNMENT:** No part of this Purchase Order may be assigned, transferred, or subcontracted by Vendor without Bryant University's prior written approval.
14. **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.

15. **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.
16. **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.
17. **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.
18. **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.
19. **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 so at the Vendor's expense. The Vendor's obligations hereunder shall survive acceptance of the goods and payment therefore by Bryant University.
20. **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.
21. **NON-DISCRIMINATION:** The Vendor agrees to comply with all applicable Federal and State statutes, rules, and regulations prohibiting discrimination in employment.
22. **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.

23. **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.
24. **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.
25. **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.
26. **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.
27. **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.