

 **AIA**® Document A751™ – 2007

Invitation and Instructions for Quotation for Furniture, Furnishings and Equipment

INVITATION FOR QUOTATION

A Quotation is solicited from the Vendor:
(Indicate name, legal status and address.)

for the following Project:
(Include detailed description and location of Project.)

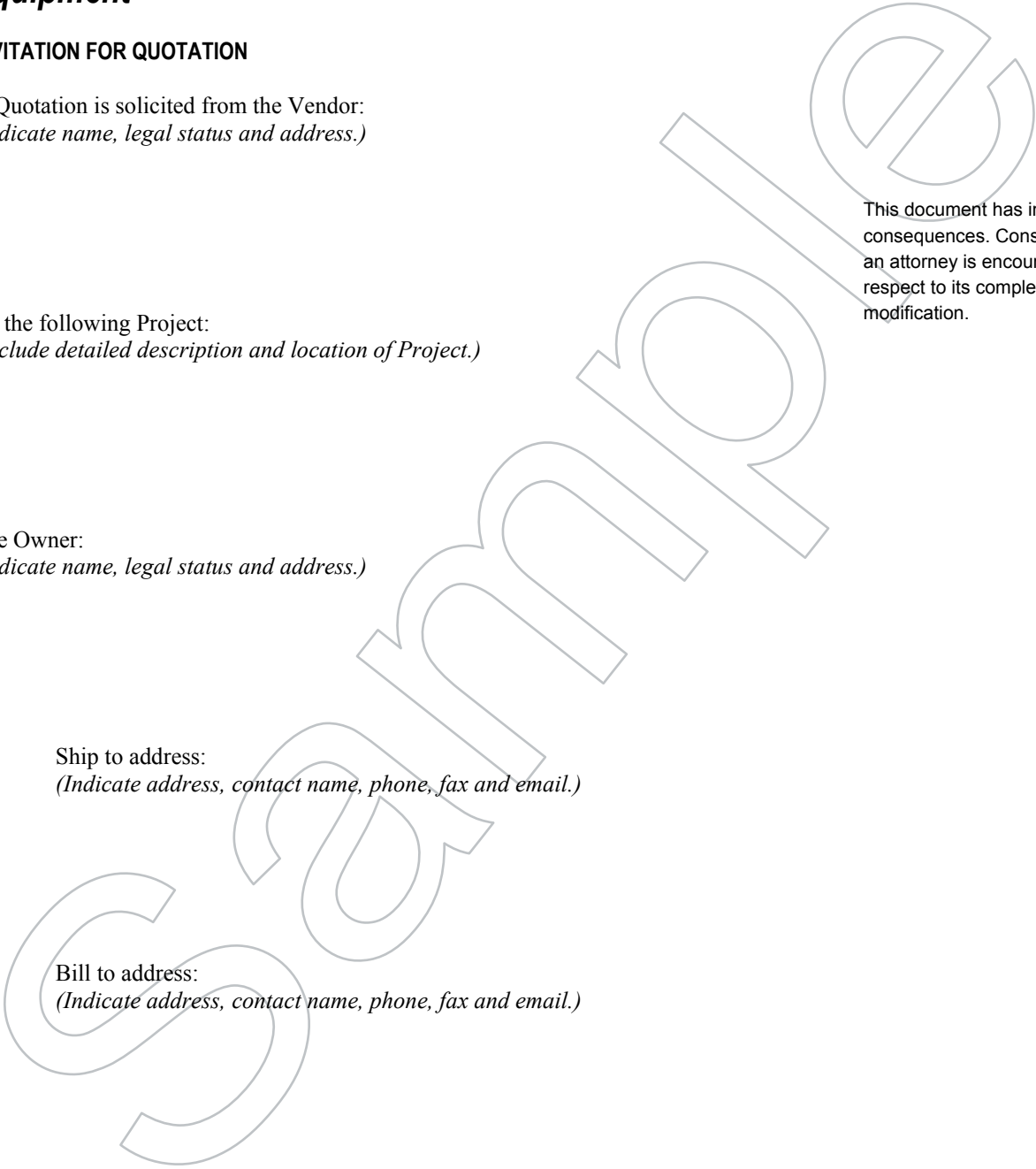
The Owner:
(Indicate name, legal status and address.)

Ship to address:
(Indicate address, contact name, phone, fax and email.)

Bill to address:
(Indicate address, contact name, phone, fax and email.)

The Architect:
(Indicate name, legal status and address.)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



The Quotation Documents are:

The Reference Documents are:

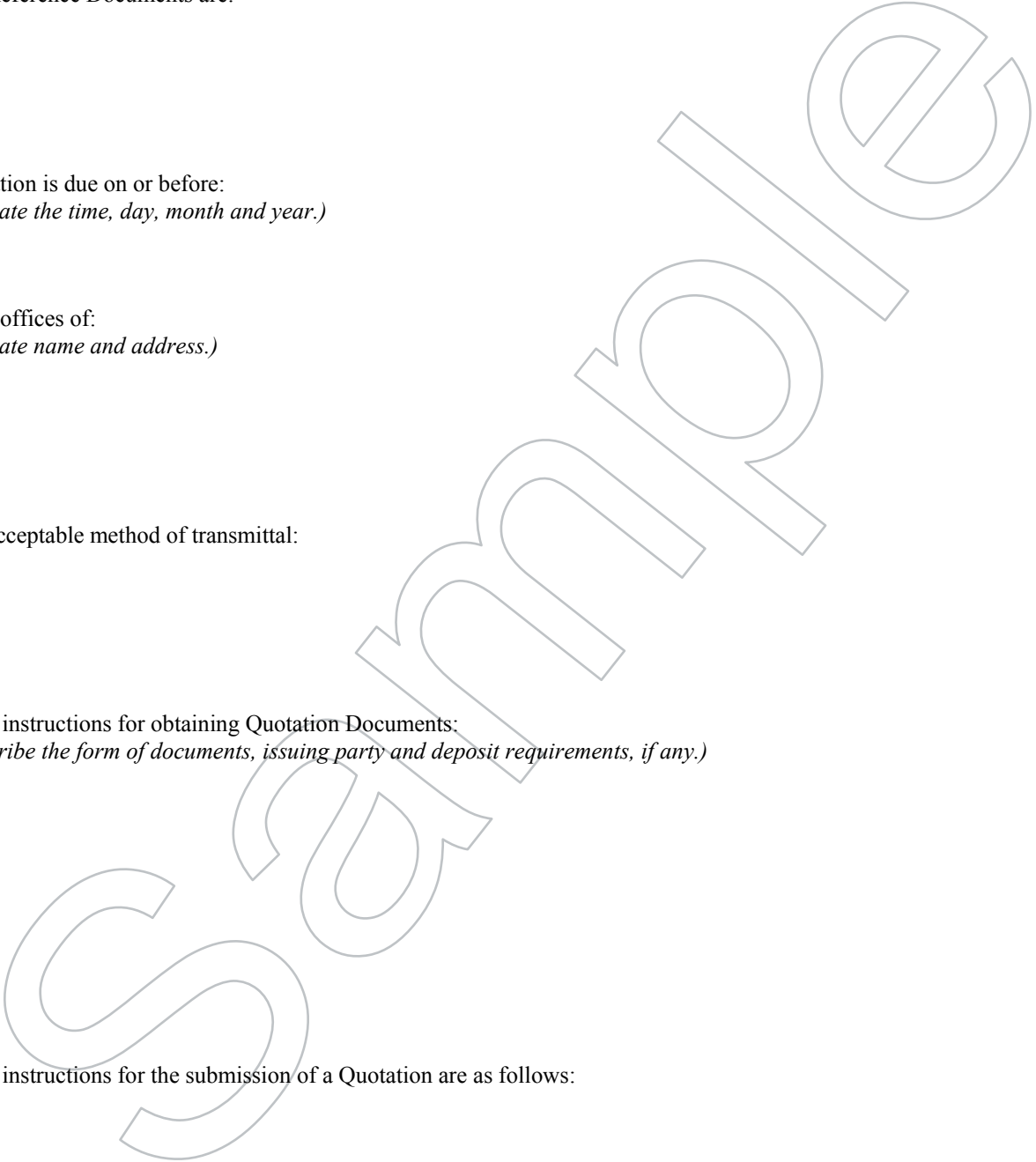
Quotation is due on or before:
(Indicate the time, day, month and year.)

at the offices of:
(Indicate name and address.)

The acceptable method of transmittal:

Other instructions for obtaining Quotation Documents:
(Describe the form of documents, issuing party and deposit requirements, if any.)

Other instructions for the submission of a Quotation are as follows:



Sample

Init.

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INSTRUCTIONS FOR QUOTATION

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ARTICLE 1 DEFINITIONS

§ 1.1 Addenda. The Addenda are written or graphic instruments issued by the Architect prior to the execution of the Agreement that modify or interpret the Quotation Documents by additions, deletions, clarifications or corrections.

§ 1.2 Contract Documents. The Contract Documents consist of the Agreement between the Owner and the Vendor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Agreement.

§ 1.3 Reference Documents. Reference Documents consist of other documents specifying architectural, structural, mechanical and electrical systems, and other elements of the Project for reference and information regarding other work on the premises. Unless otherwise indicated, Reference Documents are not Contract Documents.

§ 1.4 Quotation. A Quotation is a complete and properly executed written proposal to do the Work for the sums stipulated therein, submitted in accordance with the Quotation Documents.

§ 1.5 Quotation Documents. The Quotation Documents include the Quotation Requirements, the proposed Contract Documents and any Reference Documents.

§ 1.6 Quotation Requirements. The Quotation Requirements consist of the Invitation and Instructions for Quotation, supplementary instructions for Quotation and Quotation forms.

ARTICLE 2 QUOTATION DOCUMENTS

§ 2.1 Vendors shall use complete sets of Quotation Documents in preparing Quotations. Neither the Owner nor the Architect assumes responsibility for errors or misinterpretations resulting from the use of an incomplete set of Quotation Documents.

§ 2.2 The Vendor shall carefully study and compare the Quotation Documents with other portions of the Project that relate to the Work for which the Quotation is submitted and shall examine the site and local conditions. The Vendor shall report to the Architect any errors, inconsistencies or ambiguities discovered.

§ 2.3 Interpretations, corrections and changes to the Quotation Documents will be made only by Addenda. Addenda will be transmitted or made available to all who are known by the issuing office to have received a complete set of Quotation Documents.

ARTICLE 3 PROCEDURES FOR PREPARATION OF QUOTATION

§ 3.1 Quotations shall be submitted on the form included with the Quotation Documents. The Vendor shall make no revisions to the Quotation form. Each copy of the Quotation shall state the legal name of the Vendor, and if the Vendor is an entity, the Quotation shall state whether the entity is a corporation, partnership or other business association. Each copy of the Quotation shall be signed by the person or persons legally authorized to bind the Vendor to a contract.

§ 3.2 The Vendor shall provide as part of the Quotation, (1) a completed Quotation form, or (2) names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the

portions of the Work, or (3) a list of variations from the Quotation Documents, if any and (4) a statement certifying that the Quotation contains no product or materials substitutions.

§ 3.3 All copies of the Quotation and any other documents required for submission with the Quotation shall be enclosed in a sealed, opaque envelope. The envelope shall be addressed to the party receiving the Quotation and shall be identified with the Project name, the Vendor's name and address and, if applicable, the designated portion of the Work for which the Quotation is being submitted. If the Quotation is sent by mail, the sealed envelope shall be enclosed in a separate envelope with the notation "SEALED QUOTATION ENCLOSED, DO NOT OPEN" on the face thereof. Quotations shall be deposited at the designated location prior to the time and date for receipt of Quotations. Quotations received after the time and date for receipt of Quotations will be returned unopened. The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Quotations. Other methods of transmission, including oral, telephonic, telegraphic, facsimile or other electronically transmitted Quotations, will not be considered unless requested in the invitation.

§ 3.4 A Quotation may not be modified, withdrawn or canceled by the Vendor during the stipulated time period after the time and date designated for the receipt of Quotations, and each Vendor so agrees by submitting a Quotation. Before the time and date designated for receipt of Quotations, a Vendor may withdraw or modify a submitted Quotation by providing written notice to the person or entity receiving Quotations. Any such modifications to Quotations shall be in writing and signed by the Vendor. Modifications shall be received, and the date and time stamped by the receiving party, on or before the date and time set for receipt of Quotations. A modification to a Quotation shall not reveal the amount of the original Quotation.

ARTICLE 4 CONSIDERATION OF QUOTATIONS

The Owner shall have the right to reject any or all Quotations. The Owner shall have the right to waive informalities and irregularities in a Quotation received and to accept the Quotation that, in the Owner's judgment, is in the Owner's interests.

ARTICLE 5 POST-AWARD INFORMATION

§ 5.1 The Vendor shall be required to establish, to the satisfaction of the Owner and the Architect, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Quotation Documents.

§ 5.2 Prior to the execution of the Agreement, the Owner will notify the Vendor in writing if the Owner, after due investigation, has reasonable objection to a person or entity proposed by the Vendor, pursuant to Section 5.1. If the Owner has reasonable objection to a proposed person or entity, the Vendor may, at the Vendor's option, (1) withdraw the Quotation or (2) submit an acceptable substitute with or without an adjustment to cover the difference in cost occasioned by such substitution. The Owner may then accept or reject the adjusted Quotation.

§ 5.3 Persons and entities proposed by the Vendor and to whom the Owner has made no reasonable objection must be used to perform the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

ARTICLE 6 FORM OF AGREEMENT BETWEEN OWNER AND VENDOR

Unless otherwise required in the Quotation Documents, the Agreement for the Work shall be AIA Document A151™-2007, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings and Equipment.