INSTRUCTIONS TO VENDORS: RESPONSE TO REQUEST FOR PROPOSAL

The Solicitation Response shall be prepared and submitted in accordance with these Instructions to Vendors. An environmentally preferable response is encouraged. The College is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products and services.

This bid will be opened publicly at 2:05 p.m. on the date specified in the Business Office of Manchester Community College, Student Services Center, L-165. All interested parties are invited and encouraged to attend. At this time, the responding vendor names and the base quote from each responding vendor will be made public.

Response shall be made upon the form included with the specifications. All blanks shall be completed clearly by computer, typewriter or be clearly handwritten. The decision to reject a response shall be the responsibility of the issuing Purchasing Office and shall be final and without recourse.

Prices shall be extended as decimals, not fractions and be valid for a period of 1 year from the date of the Proposal. Prices to be net and shall include transportation and delivery charges fully prepaid by the bidder to the destination(s) specified in the Solicitation. The State of Connecticut and the College are exempt from the payment of excise, transportation and sales and use taxes imposed by the Federal Government and the State. Such taxes must not be included in bid prices. A Cert-134 Exempt Purchases by Qualifying State Agencies is available upon request of the awarded vendor.

The Vendor must answer all the questions and supply all required materials and affidavits to be considered. Any proposal submitted must include termination procedures, if either the contractor or MCC determine that termination becomes necessary for reasons including but not limited to failure to perform.

An authorized official must sign the bid response. The response must also provide the name, title, address and telephone number for individuals with authority to contractually bind the company or individuals. Please provide the name, telephone number and e-mail address of the person to contact for the purpose of clarifying the contract. Samples must be provided with bid package.

No alterations or variations of the terms of the Solicitation shall be valid or binding upon the College, unless made in writing and signed by the issuing Purchasing Office.

Responses must be in sealed envelopes upon which a clear indication has been made of the RFP number and title, as well as the date and time the bid is due. The vendor's name and address must appear on the envelope. If a courier such as UPS or FedEx is utilized, the courier's mailing envelope must show the RFP number, time and date of the opening on the front, and the response must be sealed in a separate envelope with the RFP number, title, date and time of opening within the courier's mailing envelope.
VENDOR GUIDELINES: Request for Proposal
Questions relating to Purchasing Policies and Regulations shall be directed to the Acquisitions Manager as identified on the Cover Page. All questions regarding the Detailed Specifications, General Terms and Conditions and Special Terms and Conditions and Instructions to Bidders shall be directed in writing to the Acquisitions Manager as identified on the Cover Page.

Award will be made to the lowest responsible and responsive bidder, unless otherwise provided in the specifications, guidelines and instructions of the individual Solicitation.

This Solicitation and the resulting Award are not an order to provide either services or commodities to the College. By providing services or commodities to the College without a properly executed purchase order, the vendor accepts the risk payment will not be made by the College.

The College, as an agency of the State of Connecticut adheres to the policy of ethical conduct as stipulated by the Connecticut State Colleges and Universities Board of Regents for Higher Education and the Connecticut General Statutes. A copy of the Purchasing Ethical Conduct policy is available from the Purchasing Office upon request.

Evaluation of Responses
Bidders must fill out the bid package correctly, submit the required affidavits and forms, and be willing to comply with applicable regulations of the State of Connecticut and Manchester Community College. Each bid package must include a sample and references and be filled out on the official bid form.

Demonstration of commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities (CHRO).

Rights reserved to Manchester Community College:
Manchester Community College reserves the right to award in part, reject any and all responses in whole or in part, award to multiple contractors, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the College is served.

The College reserves the right to reject the bid of any vendor in default of any prior contract or purchase order or guilty of misrepresentation or of any company having as its sales agent or representative or member of the firm, any individual in default or guilty of misrepresentation.

The College reserves the right to reject in whole or in part any or all bids submitted if it is in the best interest of the College.

The College reserves the right to correct any and all inaccuracies due to clerical error in any contract awarded.
VENDOR REPRESENTS:

- They have carefully read and understand the Instructions to Vendors and all attachments to the Solicitation.
- They have visited the site and familiarized themselves with the local conditions under which the work is to be provided and/or performed, including pertinent state and local codes and the conditions of labor, materials and conditions involving delivery of services, equipment and/or commodities where applicable.
- They have made allowances for all contingencies relative to the fulfillment of this Solicitation.
- They are prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Solicitation.
- By responding, the vendor implicitly states that the response is not made in connection with any competing vendor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the vendor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of MCC participated directly or indirectly in the vendor's proposal preparation.
- Purchases against the resulting purchase order shall be in compliance with CGS 22a-194g ‘...no state agency or institution shall purchase any new product packaged in or composed in whole or in part of polystyrene foam if such foam is manufactured using an controlled substances...’
- The vendor shall not assign, transfer, convert, sublet or otherwise dispose of their power to execute the purchase order resulting from the solicitation to any other person, firm or corporation without the previous written consent of the College.
- The vendor shall bear all costs associate with Vendor's response to this RFP including the costs of any presentations and/or demonstrations (if any).
- Vendors shall comply with all Terms and Conditions required by the State of Connecticut Board of Regents for Higher Education, as revised and included in this Solicitation.

Affirmative Action
Regulations of Connecticut State Agencies Section 4-114a-3(10) requires agencies to consider the following factors when awarding a contract, which is subject to contract compliance requirements:
- Bidder's success in implementing an affirmative action plan;
- Bidder's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
• Bidder's promise to develop and implement a successful Affirmative Action Plan.
• Bidder's submission of EE0-1 data indicating that the composition of its work force is at or nearby parity when compared to the racial and sexual composition of the work force in the relevant labor market area, and
• Bidder's promise to set aside a portion of the contract for legitimate small contractors and minority enterprises.

The response must include a summary of the bidder's experience with Affirmative Action. This information is to include a summary of the bidder's affirmative action plan and the bidder's affirmative action policy statement.

GENERAL INFORMATION
Documents include Instructions to Vendors, Specifications, Solicitation, Instructions, General and Special Terms and Conditions, miscellaneous attachments, and any addenda issued prior to release of the solicitation.

All vendors must acknowledge receipt of Addenda on their response to the Solicitation.

Award shall be made to the lowest responsible and responsive vendor. The quality of the product and/or services to be supplied, their conformity to the specifications, their suitability to the requirements of the College and the delivery terms shall be taken into consideration in making the award.

Purchase orders will be placed by the College in writing. Vendors making deliveries or purchases of product without formal written purchase orders do so at their own risk. No alterations or variations of the terms of the purchase order shall be valid or binding upon the College unless made in writing by means of a purchase order change.
INSTRUCTIONS TO VENDORS: General

The vendor shall be the primary vendor and actively engaged in the type of work herein specified. Subcontractors if any, employed by the primary vendor must also be actively engaged in the type of work specified in the purchase order and shall be subject to College approval.

Any materials to be used in the fulfillment of this purchase order or transported on campus incident to the fulfillment of this purchase order (which are considered hazardous) shall require Material Safety Data Sheets (MSDS) on file with Manchester Community College Campus Police within twenty-four hours of notification to the vendor of the award. Failure of the vendor to provide the MSDS shall result in rejection of their bid as non-responsive.

All debris created in the fulfillment of this purchase order shall be disposed of by the vendor, off campus, in accordance with current Department of Environmental Protection Regulations.

Unless limited by the term "no substitute", the use of the name of a manufacturer or of any particular make, model or brand in describing an item, does not restrict bidders to that manufacturer or specific brand. This method is being used simply to indicate the character or quality of the article so described, but the article offered must be of such quality that it will serve the purpose for which it is to be used as well as that specified, and shall be deemed by the College to be so warranted by the vendor. Responses on comparable items must clearly state the exact article being offered and vendors shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. Failure to provide sufficient detail on comparable items may result in the bid being rejected as non-responsive. If the bidder does not indicate that the article offered is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

INSTRUCTIONS TO VENDORS: General Failure of a vendor to deliver articles or perform services within the time specified in the Solicitation or as amended by the contractor and accepted by the College, or within reasonable time as interpreted by the College, or failure to make replacement of rejected commodities or fulfill unperformed services when so requested, immediately or as directed by the College, will constitute authority for the College to purchase on the
open market, commodities or services to replace those which have been rejected, not
delivered, or not performed. The College reserves the right to authorize immediate
purchase on the open market against rejections on any purchase order when necessary. On
all such purchases, the vendor agrees to promptly reimburse the College for excess costs
occasioned by such purchases. Such purchases will be deducted from the purchase order
quantities. However, should public necessity demand it, the College reserves the right to
use or consume commodities delivered which are substandard in quality, subject to an
adjustment in price to be determined by the College. Rejected commodities must be
removed by the vendor from the premises, of the College within forty eight (48) hours
after notification unless public health and safety require immediate destruction or other
disposal of such rejected delivery. Rejected items left longer than forty eight (48) hours
will be considered abandoned and the College shall have the right to dispose of them as
its own property.

SPECIAL TERMS AND CONDITIONS: CANCELLATION
Should an awarded vendor wish to be removed from the purchase order resulting from
this Solicitation, at any time during the life of the purchase order, a written request for
removal shall be submitted at least thirty (30) days prior to the effective date of removal to
allow the College Purchasing Office sufficient time to notify the using division and re-
issue the purchase order. The next lowest qualified bidder will be contacted and if
agreeable, the purchase order will be awarded to that vendor.

INVOICING
The awarded vendor shall invoice the College when goods and services are provided
against the purchase order. The invoice must contain the College purchase order number.
Invoices received by the College without reference to a valid purchase order number will
result in delay of payment. The vendor shall prepare for approval a schedule of values for
invoicing.

CORRESPONDENCE:
All correspondence regarding the purchase order shall be directed to the address below.
In the event that the awarded vendor's name and/or Federal Identification Number
changes and/or the company moves and/or updates the mailing and/or remit to address
and/or telephone number(s) and/or contact person, it is the awarded vendor's
responsibility to advise the College Purchasing Office of such changes in writing. The
College will not be held responsible for payments or purchase orders which are delayed
due to additional routing that was caused by the lack of notification on the awarded
vendor's part. These updates shall be forwarded to:
  Manchester Community College,
  Business Office, MS 10,
  PO Box 1046, Manchester, CT 06045-1046 or e-mailed to:
mgeneris@manchestercc.edu

SPECIAL TERMS AND CONDITIONS
In the event an awarded vendor proceeds to perform any type of work without written
permission from the College, the awarded vendor will be liable for all additional costs
incurred in excess of the amount specified in the purchase order. The College will not be
responsible for any additional charges not approved in writing prior to the awarded vendor performing any work.

CONSTRUCTION AND MATERIALS
Whether specified or not, all work must be of such kind and quality as to give satisfactory results when the item in reference is used under the conditions stated and implied.

SUBSTITUTIONS
Substitutions on any specifications will not be accepted by the College unless authorized in writing through a revised purchase order.

PACKAGING/Delivery
Shall not be an additional charge and shall be inclusive with the quoted pricing.

LATE DELIVERY
If applicable, the College shall have the right to recover the amount of 5% of the invoice price, with a minimum of $20.00, or the College may specify an amount/percentage in the purchase order, for each business day elapsing between the time guaranteed for delivery and the actual date of delivery. If the delivery date is different than the one listed within the purchase order, the College and the awarded vendor may come to an agreement in changing the delivery date. If this is the case, the College and awarded vendor shall both agree to the change in writing, a copy being forwarded to the MCC Purchasing Office and the MCC Accounts Payable Office.

SPECIAL TERMS AND CONDITIONS: QUALITY ASSURANCE GUARANTEES
The awarded vendor must guarantee their products to be free from defects in materials and workmanship. The terms of the purchase order shall supersede any language to the contrary on correspondence, invoices or other documents produced by the awarded vendor. The awarded vendor is to agree to repair and/or immediately replace without charge to the College any product that proves to be defective or fails within the purchase order term as specified.

SHALL, MUST AND WILL CLAUSE
These words are interpreted as mandatory, but may be waived if in the best interest of the College.

CONTRACTOR SUBMITTAL OF ENVIRONMENTALLY PREFERABLE PRODUCTS (EPP)-VOLUNTARY
Vendors are encouraged to submit pricing on products that are considered environmentally preferable. The College encourages procedures that promote the use of environmentally preferable products and services by the College. The term "environmentally preferable" means, with regard to products, services or practices that such products, services or practices have a lesser or reduced negative effect on human health and the environment when compared to competing products, services or practices that serve the same function. Environmentally preferable attributes include: Fuel efficient, energy efficient, made of recycled content, made of post-consumer content,
made of biodegradable materials, remanufactured and rebuilt, recyclable, less or non-toxic.

Vendors seeking consideration for EPP products and services must provide a written description of the product that shall include at a minimum, the amount of the product that is recycled material, whether that material is post-consumer, or a description of the environmental preferable qualities. All products with EPP attributes must be designated by the use of a recycled logo or some other form of identification and include information on the environmental attribute(s) whenever available. An annual report describing the contractor’s EPP products and services purchased by the College shall be submitted to the College Purchasing Office annually on the anniversary of this award.

SUPPLIER DIVERSITY
Under Connecticut General Statute 4a-60g, Connecticut has an established and on-going commitment to providing equal opportunity to Connecticut Small (SBE) and Minority Owned Business Enterprises (MBE) to contract as a provider for the college’s goods and services.

If a Solicitation is designated as set-aside, only Connecticut small and minority owned business enterprises that are certified with Connecticut's Supplier Diversity Program are allowed to submit a response. Companies that are not certified with Connecticut's Supplier Diversity Program are not allowed to bid.

All SBEs and MBEs must be certified by the Connecticut Supplier Diversity Program and hold a current certificate from the Connecticut DAS Supplier Diversity Office. For further information about the State's requirements to qualify as a SBE and/or MBE, please contact the Supplier Diversity Director at 860-713-5228.

This solicitation is not designated as a set-aside, and is open for all vendors. Forms required with the Solicitation response can be found at the Commission on Human Rights and Opportunities web site www.state.ct.us/chro/ under the heading CC Forms.

FREEDOM OF INFORMATION
Manchester Community College is a public entity and its records including responses to this RFP, are public records. See Conn. Gen. Stat. §§1-200, et seq., and especially §1-210(b)(24). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. Conn. Gen. Stat. §1-210(b)(5). However, all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act (“FOIA”) and all applicable rules, regulations and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a firm believes to be exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt form release pursuant to FOIA.
Firms should not require that their entire proposal, note the majority of the proposal, be confidential. Any submitted proposal, once execution of a contract is complete and any completed contract will be considered public information. Manchester Community College has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The contractor has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall Manchester Community College have any liability for the disclosure of any documents or information in its possession which Manchester Community College believes are required to be disclosed pursuant to FOIA or other requirements of law. All responses will be available for public review by appointment in the Business Office.
EXECUTIVE ORDERS
Any contract awarded shall be subject to Executive Orders of the Governor, State of Connecticut:

a. Executive Order No. 3 regarding nondiscrimination promulgated June 16, 1971, and to the guidelines and rules of the State Labor Commissioner implementing said Executive Order;
b. Executive Order No. 17, promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service;
c. Executive Order No. 16, promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy; and
d. Executive Order No. 7C, promulgated July 13, 2006 regarding State Contracting.

Said Executive Orders are incorporated herein and made a part of this RFP, as though fully set forth herein.
INSURANCE GUIDELINES:

Construction & Service Contracts: including projects such as most construction and remodeling, janitorial services, on-site equipment maintenance agreements, plumbing, painting and electrical work.

The vendor shall obtain at its own cost and for the duration of the contract the following insurance:

General Liability:  
Commercial General Liability $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

Automobile (Vehicle) Liability*:  
$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned vehicles. If the vendor does not own a vehicle, but one is used in the execution of the contract, then only hired and non-owned coverage is required.

Workers' Compensation & Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of $100,000 each accident, $500,000 Disease – Policy limit, $100,000 each employee.

Insurance Provisions:  
The State of Connecticut, its officers, officials, employees, agents, boards and commissions shall be named as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded the State.

Vendor shall assume any and all deductibles in the described insurance policies.

The vendor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.

Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail, has been given to the State.

"Claims Made" coverage is unacceptable.
Verification of Coverage

The vendor shall provide a Certificate of Insurance as evidence of insurance. The Certificate shall be signed by a person authorized by that insurer to sign on its behalf. The certificate (Accord form 25-S or equivalent) is to be received and approved by Manchester Community College, Finance Division, Purchasing Department, before services are provided. The Certificate must provide clear evidence that the vendor's insurance policies contain the minimum limits of coverage, terms and conditions. Additionally the Certificate must include the following:

Clearly identify Manchester Community College and the State of Connecticut as Additional Insured.

Clearly indicate services to be provided, name of project or contract

Clearly indicate a minimum thirty (30) day 'endeavor to notify' requirement in the event of cancellation or non-renewal of coverage.

Certificate Holder Additional Insured shall be:
Manchester Community College and the State of Connecticut.

Certificate to be mailed to:
Manchester Community College
Purchasing, MS 10
PO Box 1046
Manchester, CT 06045-1046
The primary web address for Manchester Community College is:  
www.manchestercc.edu

DEFINITIONS:

College: Manchester Community College

Solicitation: In this context refers specifically to a Request for Proposal (RFP) or Invitation for Bid (IFB).

Bid: In this context refers to the response to a Request for Proposal or a response to an Invitation for Bid

Bidder: Entity responding to a Request for Proposal or Invitation for Bid.

Vendor: Entity interested in or requesting information on a Request for Proposal or Invitation for Bid.