REGULATIONS OF CONNECTICUT STATE AGENCIES
TITLE 4A. ADMINISTRATIVE SERVICES
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE PURCHASING PROCEDURES

The Connecticut Regulations titles are current with material published in Conn.L.J. through 7/2/02.

Sec. 4a-52-1. Definitions

As used in sections 4a-52-1 to 4a-52-22, inclusive:

(a) "Agency" includes any officer, department, board, council, commission, institution or other agency of the executive department of the state government.

(b) "Bid" means an offer, submitted in response to an invitation to bid, to furnish supplies, materials, equipment or contractual services to the state under certain prescribed conditions at a stated price.

(c) "Bidder" means any person, firm or corporation submitting a bid on an invitation to bid or a solicitation, oral or written, issued by the Commissioner.

(d) "Commissioner" means the Commissioner of Administrative Services, state of Connecticut.

(e) "Competitive negotiation" means a method for contracting for supplies, materials, equipment or contractual services, whereby proposals are solicited from qualified suppliers, following submission of which changes in proposals and prices are allowed, and the proposal deemed by the awarding authority to be most advantageous in terms of criteria as designated in the Request for Proposals is accepted.

(f) "Contract" means the agreement reached when the state accepts an offer of a bidder to furnish supplies, materials, equipment or contractual services at a stated price in response to an invitation to bid or competitive negotiation.

(g) "Contractor" means any person, firm or corporation to whom a contract is awarded against a bid submitted.

(h) "Direct purchase authority" means an authority granted by the Commissioner to permit state agencies to make direct purchases of the supplies, materials, equipment or contractual services listed from the sources specified without prior approval of the Commissioner.

(i) "Invitation to bid" means the communication which states, for the information of prospective suppliers, the terms and conditions under which a specified procurement will be made in a particular instance.

(j) "Minor irregularities" means informalities that are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible.

(k) "Proposer" means any person firm or corporation submitting a proposal in response to a request for proposal, oral or written, issued by the Commissioner.

(l) "Purchasing agency" means a state agency acquiring or attempting to acquire supplies, materials, equipment or contractual services.

(m) "Request for proposal" means the solicitation communication used in the competitive negotiation process.

(n) "State" means the state of Connecticut.

(o) "Term contract" means the agreement reached when the state accepts a proposal of a bidder to furnish supplies, materials, equipment or contractual services at a stated price for a specific period of time in response to an invitation to bid.

Sec. 4a-52-2. Delegation of purchasing authority

(a) The Commissioner may delegate direct purchase authority to the head of any purchasing agency or may revoke any such authority. Factors to consider in making the decision to delegate include:

(1) the expertise of the potential delegate in terms of procurement knowledge and any specialized knowledge pertinent to the direct purchase authority to be delegated;

(2) the past experience of the potential delegate in exercising similar direct purchase authority;

(3) the degree of economy and efficiency to be achieved in meeting the state's requirements if the direct purchase authority is delegated;

(4) the available resources of the Bureau of Purchases to exercise the authority if it is not delegated; and,

(5) the consistency of delegation under similar circumstances.

(b) Any designee of the Commissioner shall exercise delegated direct purchase authority in accordance with the delegation, Chapter 58 of the Connecticut General statutes and Sections 4a-52-1 through 4a-52-22 of the Regulations of Connecticut state Agencies.

(c) The Commissioner may delegate such direct purchase authority as may be deemed appropriate to the head of any purchasing agency. Such delegation shall be in writing and may specify:

(1) the activity or function authorized;

(2) any limits or restrictions on the exercise of the delegated direct purchase authority;

(3) whether the direct purchase authority may be further delegated; and,

(4) the duration of the delegation.

(d) The Commissioner may delegate to the head of any purchasing agency the direct purchase authority to make minor nonrecurring purchases pursuant to subsection (c) of this section and subsection (c) of Section 4a-57 of the Connecticut General statutes when the purchase is expected to be not more than $600 for supplies, materials, equipment or contractual services. Any such delegation shall be in writing and may be limited as the Commissioner directs.

(e) Purchases made under any direct purchase authority shall be based on competitive bids or proposals as provided for in Section 4a-57 of the Connecticut General statutes, where possible and practical. Purchase orders issued on the basis of any direct purchase authority shall have noted in the space provided for the Bureau of Purchase's authorization the appropriate direct purchase authority number as, for example, DPA-1E. Where competition is possible, evidence of such competition in the form of quotations or summary thereof shall be noted on or attached to both the ordering agency's and the Bureau of Purchase's copy of the purchase order. If the nature of the purchase precludes solicitation of competitive bids or proposals, the notation "non- competitive" shall be made on both the ordering agency's and the of Purchase's copy of the purchase order. The Bureau of Purchases and the state Comptroller will continually review copies of purchase orders received for evidence of competition. The ordering agency's copies of the purchase orders will be subject to periodic review by the state Auditors.

(f) While direct purchase authorities permit agencies to make specific types of purchases without prior approval of the Bureau of Purchases, no agency is prevented from submitting its requirements to the Bureau of Purchases for solicitation of competitive bids or proposals.

(g) Non-conformance in the application of any direct purchase authority by any agency may result in the withdrawal of the privilege of direct purchasing granted to such agency.

Sec. 4a-52-3. Requisition procedure

(a) The initiation of the purchase of supplies, materials, equipment or contractual services not specifically covered by one of the direct purchase authorities or a Bureau of Purchases term contract shall be on a purchase requisition form provided by the Commissioner or upon the completion of a pre- itemized purchase requisition form provided by the Commissioner.

(b) The purchase requisition form originates in the purchasing agency, and must be submitted to the Bureau of Purchases to cover scheduled or unscheduled purchases.

(c) The pre-itemized purchase requisition form is originated in the Bureau of Purchases, and is forwarded to the purchasing agency to record its requirements and to return to the Bureau of Purchases for action on a scheduled time basis. Frequency of delivery or service may be adjusted to meet the internal needs of the agency.

Sec. 4a-52-4. Public notice of bids

The Commissioner shall invite responses from bidders by advertisements inserted in newspapers in accordance with subsection (a) of Section 4a-57 of the Connecticut General statutes and by such other means as he may deem appropriate.

Sec. 4a-52-5. Submission of bids

(a) Bids must be submitted on and in accordance with forms supplied by the Commissioner. Telegraphic bids, telephone bids or bids transmitted by facsimile equipment will not be accepted.

(b) The time and date bids are to be opened is given in each invitation to bid issued. Bids received after the specified time and date of bid opening given in each invitation to bid shall not be considered. All bids must be sealed in envelopes. All bids must be addressed to the Bureau of Purchases, state of Connecticut, 460 Silver street, Middletown, Connecticut 06457. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the bidder should appear in the upper left hand corner of the envelope.

(c) Amendments to bids submitted, if received by the Commissioner after the time specified for opening bids, shall not be considered. This applies to bids sent by mail, those delivered in person, as well as telegraphic bids or bids transmitted by facsimile equipment. An original and one copy of the Proposal Schedule shall be returned to the Bureau of Purchases. Bids shall be typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. All signatures shall be original signatures unless

there is specific authorization from the Commissioner for the use of non-manual forms of signature. Erasures, alterations or corrections on both the original and copy of the Proposal Schedule to be returned must be initialed by the person signing the bid or proposal or his authorized designee. In the event an authorized designee initials the erasure, alteration or correction, there must be a written authorization from the person signing the bid or proposal to the person initialing the erasure, alteration or correction. This includes erasures, alterations, corrections or any typing cover up method to change unit price, total price, quantity, unit and description of the supplies, materials, equipment or contractual services. Failure to do so shall result in rejection of the bid for those items erased, altered or corrected and not initialed.

(d) All information required in bid forms in connection with each item against which a bid is submitted must be given to constitute a bid. Failure to provide such information may result in disqualification of the bid.

(e) Conditional bids are subject to rejection in whole or in part. A "conditional bid" is defined as one limiting or modifying any of the terms and conditions and/or specifications of the invitation to bid.

(f) Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the invitation to bid, unless otherwise specifically indicated.

(g) Alternate bids or proposals will not be considered unless specifically for in the invitation to bid. An "alternate bid or proposal" is defined as one which is submitted in addition to the bidder's primary response to the invitation to bid.

(h) Multiple bids shall not be considered from the same bidder for any item, unless specifically requested in the invitation to bid. A "multiple bid" is defined as more than one bid to the same invitation to bid by the same bidder, whether on a separate bid form or attached to the initial bid form.

(i) 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 article, this means being used simply to indicate the character or quality of the article so described; but the article offered must be of such character and quality and include any applicable options, accessories, etc., that it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the State to be so warranteed by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and the bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

(j) Prices should be extended in decimals, not fractions; shall be net, and shall include transportation and delivery charges fully prepaid by the contractor to the destination specified in the bid, and subject only to a cash discount.

(k) The State is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices. Federal excise exemption certificates will be furnished, on request, by either the ordering agency or the Bureau of Purchases.

(l) In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Any discrepancy between the two copies of the proposed schedule submitted shall result in rejection of bids for the items so affected except in the event of bids awarded on a total basis in which case the lower total price will be considered in making the award.

(m) The bidder shall declare that the bid is not made in connection with any other bidder submitting a bid for same commodity or commodities, and is in all respects fair and without collusion or fraud. Whenever a non-collusive bid statement form is issued as part of an invitation to bid, such statement must be completed in every detail.

(n) All bids will be opened and read publicly and thereafter are subject to public inspection during normal business hours of the Bureau of Purchases. Bidders may be present or be represented at all openings.

(o) The Commissioner shall have the right to amend or cancel an invitation to bid prior to the date of bid opening.

Sec. 4a-52-6. Guaranty or surety

(a) A guaranty that the bidder will execute a contract and furnish performance surety, when requested and within ten days after the execution date of contract, shall, if required, be submitted with the bid. A guaranty may be submitted in any one of the following forms:

(1) annual bid bond in the amount of $5,000 to cover all bids up to $50,000 submitted within one year;

(2) individual bid bond for up to ten percent of the total amount of each separate bid; and,

(3) certified check made payable to "Treasurer, state of Connecticut" for up to ten percent of the total amount of each separate bid.

(b) Performance surety binding the contractor faithfully to fulfill the obligations of his bid as accepted may be required. Such assurance in an amount up to one hundred percent of each separate award may be submitted in the form of a performance bond of a licensed surety company, certified check or irrevocable letter of credit from a commercial institution.

(c) Bonds must meet the following requirements:

(1) Corporation. The bond must be signed by an official of the corporation above his official title and the corporate seal must be affixed over his signature;

(2) Firm or Partnership. The bond must be signed in the name of the partnership by all the partners;

(3) Individual. The bond must be signed by the individual owning the business, and indicating "Owner";

(4) The surety company executing the bond must be licensed to do business in the state, or the bond must be countersigned by a company so licensed;

(5) The bond must be signed by an official of the surety company and the corporate seal must be affixed over his signature;

(6) Signatures of two witnesses for both the principal and the surety must appear on the bond;

(7) A power of attorney for the official signing the bond for the surety company must be submitted with the bond, unless such power of attorney has previously been filed with the Bureau of Purchases.

Sec. 4a-52-7. Specifications, samples

(a) All specifications are minimum standards. Accepted bid samples do not supersede specifications for quality. However, if any accepted bid sample is superior in quality to the specifications, all deliveries shall have the same identity and quality as the accepted bid sample.

(b) Samples, when required, must be submitted strictly in accordance with instructions; otherwise the bid may not be considered. If samples are requested subsequent to the opening of bids, they shall be delivered

as specified in the invitation to bid. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries Samples will be returned at the bidder's risk and subject to his expense.

(c) When the bid indicates that an item to be purchased is to be equivalent to a sample, such sample will be on display in the Bureau of Purchases unless another location is specified. Failure on the part of the bidder to examine the sample shall not entitle him to any relief from the conditions imposed by the invitation to bid.

Sec. 4a-52-8. Award

(a) Award will be made to the lowest responsible qualified bidder as defined in Section 4a-59 of the Connecticut General Statutes and in accordance with the criteria set forth in said section which bidder's bid meets the requirements and criteria set forth in the invitation to bid. Objective criteria for determining the lowest responsible qualified bidder are detailed in Section 4a-52-18 of the Regulations of Connecticut state Agencies. The quality of the supplies, materials, equipment or contractual services to be supplied, their conformity with the specifications, their suitability to the requirements of the state, and the delivery terms and administrative costs of the state as currently prescribed by the Commissioner will be taken into consideration in making the award.

(b) The Commissioner reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid; to reject any and all bids in whole or m part; to waive minor irregularities and omissions if, in his judgment, the best interest of the state will be served.

(c) The Commissioner reserves the right to make awards within thirty calendar days from the date bids are opened, unless otherwise specified in the invitation to bid, during which period bids shall not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time. Should award, in whole or in part, be delayed beyond the period of thirty days or an earlier date specified by a bidder in his bid, such awards shall be conditioned upon bidder's acceptance.

(d) A bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, factory authorization, and financial standing necessary to meet satisfactorily the requirements set forth or implied in the invitation to bid.

(e) The quantities listed in the bid schedule may be increased or decreased by the Commissioner to meet new or amended requirements of agencies between the time the bid is issued and the time award is made, subject to the bidder's acceptance.

(f) A cash discount may be offered by a bidder for prompt payment of bills, but such cash discount will not be taken into consideration in determining the lowest responsible qualified bidder except in the case of tie bids.

(g) The Commissioner reserves the right to correct inaccurate awards resulting from his clerical or administrative errors.

Sec. 4a-52-9. Contract, rights of the state

(a) Each bid will be received with the understanding that the acceptance in writing by the Commissioner of the offer to furnish any or all of the supplies, materials, equipment or contractual services described therein shall constitute a contract between the bidder and the state. Such contract shall bind the bidder on his part to furnish and deliver the supplies, materials, equipment or contractual services at the prices given and in accordance with conditions of said accepted bid and Sections 4a-52-1 through 4a-52-22 of the Regulations of Connecticut state Agencies. Such contract shall bind the state on its part to order the supplies, materials,

equipment or contractual services from such contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices all supplies, materials, equipment or contractual services ordered and delivered. The state reserves the right to order up to ten percent more or less than the quantity listed in the bid or as amended in the award.

(b) Subject to the acceptance of the contractor, quantities may be ordered against contracts by state agencies not originally or specifically mentioned. Quantities may also be transferred between agencies under an adjustment in transportation costs providing such transportation costs are based on separately determined delivery costs for individual agencies

(c) No alterations or variations of the terms of a contract shall be valid or binding upon the state unless made in writing and signed by the Commissioner.

(d) Contracts shall remain in force for the full period specified and until all supplies, materials, equipment or contractual services ordered before the date of termination shall have been satisfactorily delivered and accepted (and thereafter until all terms and conditions have been met), unless:

(1) Terminated prior to the expiration date specified by satisfactory delivery against orders of the entire quantities contracted for.

(2) Extended in accordance with the provisions of Section 4a-59a of the Connecticut General statutes upon written authorization of the Commissioner and acceptance by contractor to permit ordering of unordered balances or additional quantities at the contract price and in accordance with the contract terms.

(e) Contract quantities will be assumed to have been ordered out at the expiration period according to the contract terms. The contractor must furnish a statement of unordered balances as required by the Commissioner, prior to the termination of the contract.

(f) The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Commissioner.

(g) The placing of a notice of award in the mail to the bidder's address given in the bid or the delivery of a notice of award to a bidder will constitute notice of acceptance of the bid or proposal. If any bidder refuses to accept a contract awarded to him within ten days of said notice, such contract may be awarded to the next lowest responsible qualified bidder, and so on until such contract is awarded and accepted. Refusal to accept a contract after the ten day period shall not be considered and such bidder shall be subject to the provisions of subsection (i) of this section. When so requested by the Commissioner, the contractor shall execute a formal contract with the State for the complete performance specified therein.

(h) The contract may be cancelled by the Commissioner upon nonperformance of the contract terms or failure of the contractor to furnish performance surety within ten days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the contractor's expense.

(i) Failure of a contractor to deliver supplies, materials, equipment or contractual services within the time specified on his bid, or as amended by the contractor and accepted by the Commissioner, or within a reasonable time as interpreted by the Commissioner, or failure to make replacement of rejected supplies, materials and equipment or fulfill unperformed contractual services when so requested, immediately or as directed by the Commissioner, will constitute authority for the Commissioner to purchase on the open market supplies, materials, equipment or contractual services to replace those which have been rejected, not delivered, or not performed. The Commissioner reserves the right to authorize immediate purchases on the open market against rejections on any contract when necessary. On all such purchases, the contractor shall promptly reimburse the State for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the State reserves the right to use or consume supplies, materials, equipment or contractual services delivered which are

substandard in quality, subject to an adjustment in price to be determined by the Commissioner.

(j) When supplies, materials, equipment or contractual services are rejected, they must be removed by the contractor from the premises of the agency within forty-eight 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 hours will be considered abandoned and the state shall have the right to dispose of them as its own property.

(k) A contract or bid acceptance is not an order to ship. Purchase orders against contracts will be placed by agencies directly with the contractor. All orders must be in writing and must bear the contract number and approval of the state Comptroller. A contractor making delivery without formal written order does so at his own risk.

Sec. 4a-52-10. Contract guaranty

The contractor shall agree to:

(a) Perform the contract in accordance with the specifications and terms and conditions of the bid under which the contract was awarded.

(b) Save the state, its agents, or employees harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee.

(c) Guarantee his products against defective material or workmanship and to repair or replace any damage or marring occasioned in transit.

(d) Furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.

(e) With respect to contracts for the provision of contractual services to pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the installation is to be made, and of the state.

(f) With respect to contracts for the provision of contractual services to carry proper insurance to protect the state from loss.

Sec. 4a-52-11. Delivery

(a) All supplies, materials or equipment furnished shall comply fully with all applicable Federal and state laws and regulations.

(b) Any equipment delivered must be standard new equipment, latest model, except as otherwise stated in the bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

(c) Delivery must be made as ordered and in accordance with the bid. Unless otherwise specified in the bid, delivery shall be to a loading dock or receiving platform. The contractor or contractor's shipping designee shall be responsible for removal of goods from the carrier and placement on the agency loading dock or receiving platform. The state receiving personnel are not required to assist in this process. The decision of the Commissioner as to reasonable compliance with delivery terms shall be final and binding.

The burden of proof of proper receipt of the order shall rest with the contractor.

(d) Any request for an extension of time of delivery from that specified must be approved by the state, such extension applying only to the particular item or shipment.

(e) Supplies, materials and equipment shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks, the containers to remain the property of the state unless otherwise stated in the bid or invitation to bid.

(f) Deliveries are subject to reweighing on official sealed scales designated by the state and payment will be made on the basis of net weight of supplies, materials and equipment received.

Sec. 4a-52-12. Inspections and tests

(a) The inspection of all supplies, materials or equipment and the making of chemical and physical tests of samples submitted with bids and samples of deliveries to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the Commissioner.

(b) Any item which fails in any way to meet the terms of the contract is subject to rejection or is to be paid for at an adjusted price basis. Any decision of the Commissioner pertaining to any such failure, rejection or adjustment shall be final and binding.

Sec. 4a-52-13. Payment

(a) Unless otherwise specified in the invitation to bid, payment for all accepted supplies, materials, equipment or contractual services shall be due within forty-five days after receipt of such supplies, materials, equipment or contractual services or the date that a properly executed state invoice form is received, whichever is later. Bids submitted that require payment in less than forty-five days, unless otherwise specified in the invitation to bid, are subject to rejection. Where there is a question of non-performance of the contract, payment in whole or in part may be withheld provided the contractor is notified in writing prior to the ending date of the forty-five day payment period. In the event a cash discount for prompt payment is involved, the withholding of payments as provided for in this subsection, shall not deprive the state of the right to take such cash discount.

(b) Payment will be made only after presentation of a properly completed state invoice form. Forms may be obtained from either the ordering agency or the Bureau of General and Technical Services Central Warehouse. All invoices shall be sent directly to the ordering agency. All inquiries regarding the status of unpaid invoices shall also be directed to the ordering agency. In cases where there is any defect or impropriety in the contractor's claim, the state agency shall contact the contractor within ten days. If the contractor corrects the defect or impropriety within five business days of being so contacted, and within the forty-five day period, it shall not result in the contractor being paid after the expiration of the forty-five day payment period.

(c) The contractor shall be allowed to charge interest at a rate of one percent per month on amounts due whenever any state agency fails to make timely payment in accordance with subsections (a) and (b) of this section. Any amount of interest penalty which remains unpaid at the end of any thirty day period shall be added to the principal amount of the debt and, thereafter, interest penalties shall accrue on that amount. The contractor must submit a separate state invoice form for interest charges.

(d) All charges against a contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the contractor shall pay the state, on demand, the amount of such charges. All remittances shall be made payable to "Treasurer, state of Connecticut."

(e) Payment for the used portion of an inferior delivery will be made by the state on an adjusted price basis determined by the Commissioner.

Such determination shall be final and binding.

Sec. 4a-52-14. Saving clause, rights

(a) The contractor shall not be held liable for any losses resulting in the fulfillment of the terms of the contract which shall be delayed or prevented by wars, acts of public enemies, strikes, floods, acts of God, or for any other acts not within the control of the contractor and which, by the exercise of reasonable diligence, the contractor is unable to prevent.

(b) Should the performance of any contract be delayed or prevented as set forth in subsection (a) of this section, the contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.

(c) References by contractors to sales to the state for advertising and promotional purposes without prior approval of the Commissioner is expressly prohibited.

(d) The state shall have and retain sole and exclusive right and title in and to the forms, maps or other materials produced for the state, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor shall not copyright, register, distribute or claim any rights in or to said forms, maps or other materials or the work produced under his contract.

(e) The contractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under section 4 of the Clayton Act, 15 U.S.C.15, or under Chapter 624 of the Connecticut General statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; this assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

Sec. 4a-52-15. Sole source procurement

(a) Sole source procurement is not permissible unless a requirement is available from only a single supplier. A requirement for a particular proprietary item does not justify a sole source procurement if there is more than one potential bidder or offeror for that item. The following are examples of circumstances which could necessitate sole source procurement:

(1) where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;

(2) where a sole supplier's item is needed for trial use or testing;

(3) where a sole supplier's item is to be produced for resale;

(4) where public utility services are to be procured.

The determination as to whether a procurement shall be made as a sole source shall be made by the Commissioner.

Such determination and the basis therefor shall be in writing. The Commissioner may specify the application and the duration of its effectiveness. In cases of reasonable doubt, competition should be solicited. Any request by a purchasing agency that a procurement be restricted to one potential contractor

shall be accompanied by an explanation as to why no other will be suitable or acceptable to meet the need.

(b) The Commissioner shall conduct negotiations, as appropriate, as to price, delivery, and terms, in regard to sole source procurements.

(c) A record of sole source procurements shall be maintained that lists:

(1) each contractor's name;

(2) the amount and type of each contract;

(3) the supplies, materials, equipment or contractual services procured under each contract; and, inspection only after the award of the contract.

(4) the identification number of each contract file.

Sec. 4a-52-16. Competitive negotiation

(a) Proposals shall be evaluated only on the basis of evaluation factors stated in the request for proposals. The following factors may be appropriate to use in conducting the evaluation. The relative importance of these and other factors will vary according to the type of supplies, materials, equipment or contractual services being procured. The minimum factors are:

(1) the plan for performing the required contractual services;

(2) ability to perform the contractual services as reflected by technical training and education; general experience, and specific experience in providing the required supplies, materials, equipment or contractual services; and the qualifications and abilities of personnel proposed to be assigned to perform the contractual services;

(3) the personnel, equipment, and facilities to perform the contractual services currently available or demonstrated to be made available at the time of contracting; and,

(4) a record of past performance of similar work in regard to supplies, materials, equipment or contractual services.

(b) Pre-proposal conferences, as appropriate, may be conducted. Such conferences may be held anytime prior to the date established for the submission of proposals.

(c) Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials. A register of proposals shall be established which shall include for all proposals the name of each proposer, the number of modifications received, if any, and a description sufficient to identify the supplies, materials, equipment or contractual services offered. The register of proposals shall be open to public inspection only after the award of the contract.

(d) If a proposer has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, the Commissioner shall examine the request in the proposal to determine its validity prior to entering negotiations. If the parties do not agree as to the disclosure of data in the contract, the Commissioner shall inform the proposer in writing what portion of the proposal will be disclosed and that, unless the proposer withdraws the proposal, the proposal will be so disclosed.

(e) The Commissioner shall evaluate all proposals submitted and may conduct discussions with any proposer in accordance with the provisions of Section 4a-62-17 of the Regulations of Connecticut State

Agencies.

(f) Proposals may be modified or withdrawn at any time prior to the conclusion of discussions.

(g) After the conclusion of the validation of qualifications, evaluation, and discussion as provided in subsections (e) and (f) of this section, the Commissioner shall select, in the order of their respective qualification rankings, no fewer than three acceptable proposers (or such lesser number if less than three acceptable proposals were received, deemed to be the best qualified to provide the required supplies, materials, equipment or contractual services.

(h) The Commissioner shall negotiate a contract with the best qualified proposer for the required supplies, materials, equipment or contractual services at a compensation that is fair and reasonable.

(i) Contract negotiations shall be directed toward:

(1) making certain that the proposer has a clear understanding of the scope of the work, specifically, the essential requirements involved in providing the required supplies, materials, equipment or contractual services;

(2) determining that the proposer will make available the necessary personnel and facilities to perform the contractual services within the required time; and,

(3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required supplies, materials, equipment or contractual services, and the scope, complexity, and nature of such contractual services.

(j) If compensation and other contract provisions can be agreed upon with the best qualified proposer, the contract shall be awarded to that proposer.

(k) If compensation and other contract provisions cannot be agreed upon with the best qualified proposer, a written record stating the reasons therefor shall be placed in the file and the Commissioner shall advise such proposer of the termination of negotiations which shall be confirmed by written notice within three days.

(l) Upon failure to negotiate a contract with the best qualified proposer, the Commissioner may continue the negotiation process and award such contract to the next most qualified proposer, and so on until the contract is awarded and accepted, all in accordance with the intent of the provisions of this section.

(m) Written notice of award shall be public information and made a part of the contract file.

(n) Should the Commissioner be unable to negotiate a contract with any of the acceptable proposers initially selected as the best qualified proposers, proposals may be resolicited or additional proposers may be selected based on the original, acceptable proposals in order of the respective qualification rankings, and negotiations may continue.

(o) At the conclusion of negotiations resulting in the award of the contract, the Commissioner shall prepare a memorandum setting forth the basis of award including:

(1) how the evaluation factors stated in the request for proposals were applied to determine the best qualified proposers; and,

(2) the principal elements of the negotiations including the significant considerations relating to price and other terms of the contract.

All memoranda related to the evaluation shall be included in the contract file.

Sec. 4a-52-17. Proposal discussions with individual proposers

(a) Discussions may be held to:

(1) promote understanding of the state's requirements and the content of the proposals;

(2) determine in greater detail the proposer's qualifications;

(3) explore with the proposer the scope and nature of the required contractual services, the proposer's proposed method of performance, and the relative utility of alternate methods of approach; and,

(4) facilitate arriving at a contract that will be most advantageous to the State taking into consideration price and the other evaluation factors set forth in the request for proposals.

(b) Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussions and modifications of proposals. If during discussions there is a need for any substantial clarification of or change in the request for proposals, the request shall be amended to incorporate such clarification or change. Auction techniques (revealing one proposer's price to another) and the disclosure of any information derived from competing proposals are prohibited. Any substantial oral clarification of a proposal shall be reduced to writing by the proposer.

(c) The Commissioner shall establish a common date and time for the submission of the best and final proposals. The best and final proposals shall be submitted only once; provided however, the Commissioner may make a written determination that it is in the state's best interest to conduct additional discussions or change the state's requirements and require another submission of the best and final proposals. Otherwise, no discussion of or changes in the best and final proposals shall be allowed prior to award.

Sec. 4a-52-18. Objective criteria for determining the lowest responsible qualified bidder or best proposer

(a) For the purpose of indicating the types of objective criteria in determining the lowest responsible qualified bidder, as defined in Section 4a-59 of the Connecticut General statutes or the best proposer, the invitation to bid or request for proposals shall state the evaluation factors, including price, and their relative importance. Past performance and financial responsibility shall always be factors in making this determination.

(b) The evaluation shall be based on the evaluation factors set forth in Section 4a-59 of the Connecticut General statutes, in the invitation to bid or request for proposals. Numerical rating systems may be used but are not required. Factors not specified in Section 4a-59 of the Connecticut General statutes, in the invitation to bid or request for proposals shall not be considered.

(c) For the purpose of conducting discussions under Section 4a-52-17 of the Regulations of Connecticut state Agencies, proposals shall be initially classified as:

(1) acceptable;

(2) potentially acceptable, that is reasonably susceptible of being made acceptable; or,

(3) unacceptable.

Proposers whose proposals are unacceptable shall be so notified promptly.

Sec. 4a-52-19. Minor irregularities

(a) The Commissioner may waive any minor irregularities as defined in Section 4a-52-1 of the Regulations of Connecticut state Agencies or allow the bidder to correct them depending on which is in the best interest of the state. Examples include:

(1) allow the bidder to submit the additional number of signed bids required by the invitation to bid;

(2) allow the bidder to sign an unsigned bid, but only if the unsigned bid is accompanied by other material indicating the bidder's intent to be bound;

(3) allow the bidder to acknowledge the receipt of an amendment to the invitation to bid, but only if it is clear from the bid that the bidder received the amendment and intended to be bound by its terms;

(4) The state may disregard an unacknowledged amendment if the amendment had a negligible effect on price, quantity, quality, or delivery.

(b) If in the case of a mistake, the intended correct bid is clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid. Examples of mistakes that are clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.

(c) When a bid is corrected, or a correction is denied, the Commissioner shall prepare a written determination showing that the relief was granted or denied in accordance with Sections 4a-52-1 to 4a-52-22 of the Regulations of Connecticut State Agencies

Sec. 4a-52-20. Emergency purchases

(a) For purposes of this section "emergency condition" means a situation which creates a threat to public health, welfare, safety, or a critical governmental service, such as may arise by reason of floods, epidemics, riots, equipment failures, or similar extraordinary conditions or contingencies that cannot reasonably be foreseen and guarded against. The existence of such a condition creates an immediate and serious need for supplies, materials, equipment or contractual services that cannot be met through normal procurement methods and the lack of which would seriously threaten:

(1) the functioning of state government;

(2) the preservation or protection of property; or,

(3) the health or safety of any person.

(b) Emergency procurements shall be limited to those supplies, materials, equipment or contractual services necessary to meet the emergency.

(c) Any purchasing agency may make emergency procurements up to $600 when an emergency condition arises and the need cannot be met through normal procurement methods, provided that whenever practical, approval by the head of the purchasing agency or the Commissioner shall be obtained prior to the procurement. Prior to all such emergency procurements of more than $600, the Commissioner shall approve the procurement.

(d) The procedure for source selection used shall be such as to assure that the required supplies, materials, equipment or contractual services are procured in time to meet the emergency. Given this constraint, such competition as is practicable shall be obtained.

(e) Competitive sealed bidding is unsuccessful when bids received pursuant to an invitation to bid are unreasonable, noncompetitive, or the low bid exceeds available funds as certified by the appropriate fiscal

officer, and time or other circumstance will not permit the delay required to resolicit competitive sealed bids. If emergency conditions exist after an unsuccessful attempt to use competitive sealed bidding, an emergency procurement may be made.

(f) The Commissioner or the head of the purchasing agency shall make a written determination stating the basis for an emergency procurement and for the selection of the particular contractor. The record of each emergency procurement shall be made as soon as practicable and shall set forth:

(1) the contractor's name;

(2) the amount and type of contract;

(3) a listing of supplies, materials, equipment or contractual services procured under the contract; and,

(4) the identification number of the contract file.

Sec. 4a-52-21. Surplus property, transfer

(a) All transfers or disposals are the responsibility of the state Surplus Center. No agency may effect any transfer without first notifying the Surplus Center and obtaining the necessary approval.

(b) The state Surplus Center may employ the following methods of disposing of state property:

(1) Transfer. Personal property may be transferred by the state Surplus Center from a state agency holding surplus property to an agency which has a need for the equipment.

(2) Sale.

(A) Methods of sale include public auction, competitive bids, and over-the- counter retail sales

(B) With the prior approval of the Commissioner, emergency disposals may be made by obtaining oral bids.

(C) Material that falls within the category of pesticides, environmental hazards or health hazards must be cleared for disposal through the Department of Environmental Protection. No material in these categories will be accepted at the state Surplus Center. Questionable material must have a certification attesting to its content from the Department of Environmental Protection.

(3) Scrap. Property shall not be abandoned or destroyed by a state agency unless it has been affirmatively found in writing by the Commissioner that:

(A) The property has no commercial value; and,

(B) The estimated cost of its continued care and handling would exceed the potential income that may be derived from its sale.

(4) Trade-in. In an effort to upgrade equipment, a state agency may explore the feasibility of exchanging like items through the process of trading-in as opposed to transfer or sale, when it is in the best economical interest of the state.

(c) Any state agency holding surplus property shall report to the Commissioner all personal property which is found to be surplus to the needs of the holding agency, and shall include in such report all pertinent information regarding such property. After property which is to be sold has been inspected by prospective bidders, the holding agency shall maintain such equipment in the same condition as when it was inspected. Parts and accessories of such property shall not be removed or exchanged after inspection nor should the

equipment be used after such inspection, unless such changes or use has been declared in advance, and included in the terms of the sale.

(d) The Commissioner reserves the right to inspect and reclassify items declared surplus to the needs of the agency holding the property. The holding agency is responsible for the preparation of equipment which is to be inspected by prospective bidders. In the case of motor vehicles, the owning agency shall deliver all vehicles to the state Surplus Center, unless notified otherwise. Vehicles shall be cleaned inside and free of clutter, including the glove box and trunk. Batteries, brakes and tires should be adequate for normal operation and suitable for legal travel upon the highways of the state.

(e) Requests for the disposal of surplus personal property shall be made on the appropriate form prescribed by the Commissioner. Forms shall be available from the state Surplus Center.

(f) Agencies may recover component parts from equipment that has already been reported to the state Surplus Center, provided that the agency received written approval from the Surplus Center.

(g) No material shall be transferred to or between state agencies unless the receiving agency's representative has been identified and his name has been placed on file with the state Surplus Center as an approved and authorized agency official. Agency representatives shall acknowledge receipt of property by signing the transfer document.

Sec. 4a-52-22. Central warehouse

(a) Requisitioning procedure. Central warehouse stock items should be requisitioned on a form provided by the Commissioner. This form shall contain the catalog stock number, unit of issue, and the unit price prevailing at the time of printing or requisition.

The applicable pre-itemized requisition form should be submitted separately for each of the following commodity groups:

Group A-refrigerated and frozen products.

Group B-dry stores, food, paints, wrapping paper, electrical fans, antifreeze, cleaning compounds, etc.,

Group C-stationery, office supplies, state business forms, and paint brushes,

Group D-flags, clothing and textiles,

Group E-drugs and toiletries.

The requisitioning agency must fill in pertinent information such as the quantity required and total price. The transmittal sheet of the requisitions should be signed by the business manager or other authorized official in the state agency and the requisition should be submitted at least ten days prior to the scheduled shipping date.

(b) Storage. The central warehouse maintains and distributes to purchasing agencies commonly-used items such as food, textiles, clothing, office stationery and supplies, forms, laundry and janitorial supplies, drugs and medical supplies, packaging and wrapping materials, paint and brushes, fans, antifreeze, and toiletries. Only items required by a wide cross-section of purchasing agencies are carried for issue. Items failing to meet general acceptance are discontinued to make room for others that are expected to be in greater demand.

(c) Distribution. Items are shipped in accordance with a published schedule. Shipping schedules for a new calendar year are forwarded to agencies approximately one month before the effective date of the new schedules.

Deliveries should be quickly counted by the receiving agency, and compared with quantities recorded on the shipping memo. After the delivered quantities are verified, the receiver should date and sign each copy of the shipping memo. Any discrepancies which are found should be recorded so that the billing invoice may be adjusted accordingly. Every alteration of quantity, as well as additions or deletions on the shipping memo, must be initialed by both the deliverer and the agency receiver.

GENERAL LETTER NUMBER: 71

Authorization Pursuant to the authority granted in Title 4a, Chapter 58, of the Connecticut General Statutes, as it may be amended from time to time, minor nonrecurring purchases of goods and/or services costing less than $50,000.00 may be made, subject to the limitations set forth below, without prior and specific approval of the Department of Administrative Services (DAS) or Department of Information Technology (DOIT), as appropriate, provided that a DAS or DOIT contract does not exist for the goods and/or services being acquired. Non-competitive purchases, as defined in section "d" below, are not subject to the $50,000 limitation. THE AUTHORITY GRANTED BY THIS GENERAL LETTER 71 TO AGENCIES IS PERMISSIVE, NOT MANDATORY; DAS AND DOIT WILL SOLICIT QUOTATIONS, BIDS OR PROPOSALS ON BEHALF OF ANY AGENCY UPON REQUEST.

Application **a)** Direct purchases of any type of goods or services up to $2,500.00 (also known as open market purchases) may be made without obtaining quotations or bids. **No Annual limits or restrictions are established.**

b) Purchases over $2,500.00 and up to $10,000.00 (annually) must be based upon, when possible, at least three written quotations (utilizing Form STO-93) or bids, from responsible and qualified sources of supply.

c) Purchases over $10,000.00 and less than $50,000.00 (annually) must be based upon, when possible, at least three written quotations or bids**,** from responsible and qualified sources of supply. Agencies must also publish their request for quotation (Form STO-93) or bid notice on the State Bid/Contracting Portal at http://das.ct.gov/portal in accordance with the provisions in Executive Order #3 of Governor M. Jodi Rell, promulgated December 15, 2004.

d) "Non-competitive purchases" are purchases that may be made without obtaining quotations or bids for the following items only: employee training or certification (i.e., local seminars and/or professional designation/certification type training or workshops), rental of conference and/or hotel facilities, publications, subscriptions (including electronic subscriptions), advertising, dues, fees, certain public utility services (electric generation services, electric distribution services; water services, and natural gas distribution services); cable and satellite television equipment and services; postage, licenses *(excluding software licenses)*, eyeglasses, dentures, hearing aids and hearing aid supplies, transportation of persons and freight, prosthetics, media, rehabilitation technology and placement equipment; donations to charitable organizations and scholarship funds; gift cards; sponsorships, exhibit space and booths at trade-shows/conventions or other events; hiring of guest speakers (i.e., notable persons or personalities) for conferences and/or other events; payments of parking fees for parking validations; railroad flagging services required by the Department of Transportation; reimbursements to educational institutions (i.e., regional education service centers) for training, professional development and program evaluation services required by the Department of Education**;** and purchases by the Board of Education and Services for the Blind (BESB**)** and Department of Correction Enterprise Program of commodities for resale to BESB and DOC Enterprise customers. No annual limits or restrictions are established. Upon the request of one or more agencies, DAS and DOIT, as appropriate, may supplement on a case-by-case basis the above categories of items and issue a revised General Letter 71 evidencing the change.

e) Emergency repairs and emergency purchases costing up to $10,000.00 may be made without obtaining quotations or bids **(excluding real property)**. An "emergency" exists where the normal operation of an agency (or portions thereof), the health or safety of any person, or the preservation of property would be seriously impaired, threatened or jeopardized if immediate action were not taken to correct the situation. All emergency purchases exceeding $10,000.00 must be directed to DAS or DOIT for processing through a Standardization Transaction request. Such emergency requests must be submitted in writing to DAS or DOIT for approval. **Purchases for repairs, changes or renovations to real property must be made in accordance with the Department of Public Work's guidelines and procedures for Agency Administered Projects.**

f) Purchase transactions between or among State agencies do not require competitive quotes and are not subject to annual limits or restrictions.

g) Agencies may purchase goods or contractual services from the United States Government, a federal agency, and any state government or any of their political subdivisions without obtaining quotes or competitive bids and without being subject to annual limits or restrictions. Agencies may not purchase from persons or entities who have contracts with any department, agency or instrumentality of the federal government (including cooperative purchase agreements and the use of federal contracts) without first obtaining the written **approval from DAS or DOIT, as appropriate.**

h) Agencies are required to ensure that purchases for equipment or appliances meet or exceed the federal energy conservation standards and meet or exceed the federal Energy Star standards consistent with Connecticut General Statutes 4a-67c.

Review

An agency's failure to follow any of the terms or conditions in this General Letter 71 may result in DAS and/or DOIT rescinding the agency's authority to purchase under this General Letter until such time as DAS and DOIT are satisfied that the failure is not likely to recur. DAS and DOIT may review any purchases made under this authority at any time. Agencies must retain copies of their request for quotations (Form STO-93) or invitations to bids, purchase orders, specifications, proposals and all corresponding documentation for the normal legal retention period or as otherwise provided for in Connecticut General Statutes Sections 11-8 and 11-8a. Agencies should not send to DAS or DOIT copies of these documents unless otherwise requested. Agencies shall comply with Connecticut General Statute Section 4a-52a(e), as it may be amended from time to time, and all other applicable statutes, regulations and procedures and shall submit reports quarterly to the Commissioner of Administrative Services on its purchase orders issued under this authority. These reports can be formulated in Core-CT through the use of EPM Reporting Tools.

Limitations

1. Agencies may not use the authority granted by this General Letter to purchase goods and contractual services that are already the subject of existing DAS or DOIT contracts. Those goods and contractual services must be purchased against those existing contracts.
2. Agencies may not use the authority granted by this General Letter to enter into Personal Services Agreements or Purchase of Services Agreements.
3. Agencies may not issue Requests for Proposals ("RFPs") to make purchases of goods and contractual services unless previously so authorized in writing by DAS or DOIT for each particular purchase.
4. As used in this General Letter, the terms "purchase" and "purchases" shall also mean "rent" and "rentals" (excluding purchases and rentals of real property).
5. When issuing bids or RFPs, agencies must follow all of the applicable requirements found in the DAS and DOIT statutes, regulations and procedures governing purchases.
6. Agencies shall only allow purchasing under GL71 by staff holding any of the "Fiscal/Administrative" series of state job classifications.
7. Agencies shall establish procedures for Purchasing Card (p-card) holders that do not hold one of the above mentioned job classifications to ensure the p-card holders are trained in the use of state contracts and GL71, and to have an oversight and/or approval process in place for p-card purchases. This p-card oversight and/or approval process should be handled by agency fiscal staff who have sufficient purchasing experience and expertise.

Other Information:
To obtain instructions and assistance in publishing your bid notices under the authority of this General Letter, please contact the DAS Procurement Division at 860-713-5095.