STATE OF CONNECTICUT

JUDICIAL BRANCH

PROCUREMENT CODE

ISSUED BY

THE OFFICE OF THE CHIEF COURT ADMINISTRATOR
ADMINISTRATIVE SERVICES DIVISION
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PROCUREMENT CODE

STATE OF CONNECTICUT JUDICIAL BRANCH

SECTION 1 - APPLICATION AND DEFINITIONS

A. APPLICABILITY

Pursuant to Section 4e – 12 of the Connecticut General Statutes the Chief court Administrator under the authority of section 51-9(5) of the Connecticut General Statutes hereby establishes the Judicial Branch Procurement Code. Effective February 1, 2011.

1. General Application. This Code applies to contracts solicited or entered into after the effective date of this Code.

2. Application to State of Connecticut Judicial Branch Procurement. Except as otherwise provided in this Code the Code applies to every expenditure of public funds irrespective of their source, involving any contracting and procurement processes, including, but not limited to, purchasing or leasing of supplies, materials or equipment, professional services, or contracted services, as set forth in this act; and, relating to contracts for the reconstruction, alteration, remodeling, repair or demolition of any Judicial Branch facility.

B. DEFINITIONS OF TERMS USED IN THIS CODE

The words defined in this section shall have the meanings set forth below whenever they appear in this Code and in the Materials Management Section of the State of Connecticut Judicial Branch Administrative Policies and Procedures Manual, unless the context in which they are used clearly requires a different meaning; or a different definition is prescribed for a particular section or provision.

1. "Best value selection" means a contract selection process in which the award of a contract is based on a combination of quality, cost and other factors.

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

3. "Bidder" means a person, firm or corporation submitting a competitive bid in response to a solicitation.

4. "Business" means any individual or sole proprietorship, partnership, firm, corporation, trust, Limited Liability Company, Limited Liability Partnership, Joint Stock Company, joint venture or other legal entity through which business, for profit or not for profit, is conducted.

5. "Change Order" means a written order signed by the designated official, assigned by the department head, directing the contractor to make changes which the Changes clause of the contract authorizes the designated officer to order without the consent of the contractor.

6. "Competitive bidding" means the submission of prices by persons, firms or corporations competing for a contract to provide supplies, materials, equipment or contractual services, under a procedure in which the contracting authority does not negotiate prices.

7. "Competitive negotiation" means a procedure for contracting for supplies, materials, equipment, contractual services and personal service contractors, in which (A) proposals are solicited from qualified suppliers by a request for proposals, and (B) changes may be negotiated in proposals and prices after being submitted.

8. "Consultant" means (1) any architect, computer programmer and/or system developer, professional engineer, landscape architect, land surveyor, accountant, interior designer, environmental professional or construction administrator, who is registered or licensed to practice such person's profession in accordance with the applicable provisions of the General Statutes, or (2) any planner or any environmental, management or financial specialist, system developer, computer programmer or analyst.

9. "Consultant services" shall include those professional services rendered by architects, professional engineers, landscape architects, land surveyors, accountants, interior designers, environmental professionals, construction administrators, planners or environmental, professional management, system developer, computer programmer, analyst or financial specialists, as well as incidental services that members of these professions and those in their employ are authorized to perform.

10. "Construction" means the process of renovating a building, altering, repairing, improving, or demolishing any public infrastructure facility, including any public structure, public building, or other public improvements of any kind to Judicial Branch property in which it has an interest. It does not include the routine operation, routine repair, or routine maintenance of any existing facility, including structures, buildings or real property.

11. "Construction item" means commodities or services involved in the process of building, renovating, designing, altering or repairing a public structure or building, or other improvements to any Judicial Branch property. It does not include routine operation, routine repair or routine maintenance of existing structures, buildings or property.

12. "Contract" means an agreement or a combination or series of agreements between the Judicial Branch and a person, firm or corporation for:

    a. A project for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public work.
    b. Services, including, but not limited to, consulting and professional services ("Contractual Services").
    c. The acquiring or disposing of all manner of personal property.

d. Goods and services - combined or goods.
e. A lease or a licensing agreement, including all government functions that relate to such activities.

13. "Term Contract" means the agreement reached when the Judicial Branch accepts a bid or proposal 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.

14. "Contract Modification" means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity or other provisions of any Contract accomplished by mutual action of the parties to the Contract.

15. "Contractor" means any person or business entity who is awarded or participating as a subcontractor under, a contract or an amendment to a contract with the Judicial Branch, including but not limited to, a small contractor, minority business enterprise, organization providing products and services by persons with disabilities, as defined in the general statutes.

16. "Contractual Services" or "Services" means (1) the furnishing of labor, time, or effort by a Contractor, not involving the delivery of a specific end product other than reports, which are merely incidental to the required performance; and, (2) "Contractual services" means any and all laundry and cleaning service, pest control service, janitorial service, security service, the rental and repair, or maintenance, of equipment, machinery and other owned personal property, advertising and photo-stating, duplicating, and other service arrangements where the services are provided by persons other than state employees. This term shall include the design, development and implementation of technology, communications or telecommunications systems or the infrastructure pertaining thereto, including hardware and software. Moreover, this term shall include services for which a contractor is conferred a benefit by the state, whether or not compensated by the state. This term shall not include employment agreements, collective bargaining agreements or "Professional Services", as defined herein.

17. "Cost Reimbursement Contract" means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this act, and a fee, if any.

18. "Data" means recorded information, regardless of form or characteristic.

19. "Designee" means a duly authorized representative of a person holding a superior position.

20. "Design Requirements" means the written description of the infrastructure facility or service to be procured including:

    a. Required features, functions, characteristics, qualities, and properties that are required by Judicial.
    b. The anticipated schedule, including start, duration, and completion.
    c. Estimated budgets (as applicable to the specific procurement) for design, construction, operation and maintenance. The design requirements may, but need not, include drawings and other documents illustrating the scale and relationship of the features, functions, and characteristics of the project.

21. "Electronic" means electrical, digital, magnetic, optical, electromagnetic, or any other similar technology.

22. "Emergency procurement" means procurement by the Judicial Branch that is made necessary by a sudden, unexpected occurrence that poses a clear and imminent danger to public safety or requires immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services or in response to a court order, settlement agreement or other similar legal judgment.

23. "Equipment" means personal property of a durable nature that retains its identity throughout its useful life.

24. "Established Catalogue Price" means the price included in a catalogue, price list, schedule, or other form that:

    a. Is regularly maintained by a manufacturer or contractor.
    b. Is either published or otherwise available for inspection by customers.
    c. States prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved.

25. "Firm" means any individual, partnership, corporation, joint venture, association or other legal entity authorized by law to practice the profession of architecture, landscape architecture, engineering, land surveying, accounting, planning or environmental, services, management or financial specialization.

26. "Highest Scoring Bidder in a Multiple Criteria Bid or Request for Proposal" means the bidder whose bid receives the highest score for a combination of attributes, including, but not limited to, price, skill, ability and integrity necessary for the faithful performance of the work, based on multiple criteria considering quality of product, warranty, life-cycle cost, past performance, financial responsibility and other objective criteria that are established in the solicitation for the contract.

27. "Invitation for Bids" means all documents, whether attached or incorporated by reference, utilized for soliciting bids.

28. "Lowest Responsible Qualified Bidder" means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithful performance of the work based on objective criteria considering past performance and financial responsibility.

29. "Materials" means items required or used in a manufacturing process, renovation or construction, particularly those incorporated into an end product or consumed in its manufacture. "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.

30. "Multi-Step Competitive Sealed Bidding" means a competitive process calling for separate submissions of proposals or responses following the issuance of a Request for Information, Request for Qualifications or other solicitation prior to the issuance of an Request for Quotation or Request for Proposal.

31. "Nonprofit" means any organization that is not a for-profit business and provides services contracted for the Judicial Branch or the state.

32. "Professional Services" means any type of Service to the public that requires that members of a profession rendering such service obtain a license or other legal authorization as a condition precedent to the rendition thereof, limited to the Professional Services of architects, professional engineers, or jointly by architects and professional engineers, landscape architects, certified public accountants and public accountants, land surveyors, attorneys at law, psychologists, licensed marital and family therapists, licensed professional counselors and licensed clinical social workers as well as such other Professional Services set forth now or hereafter in C.G.S. section 33-182a. A Contract for Professional Services may run to individuals or to business entities established:

    a. For the sole and specific purpose of rendering professional services and which has as its owners, members, partners or shareholders only individuals who themselves are licensed or otherwise legally authorized to render the same professional service as the business entity.
    b. For the sole and specific purpose of rendering professional services by members of two or more of the following professions: psychology, marital and family therapy, social work, nursing, professional counseling and psychiatry and that has as its owners, members, partners or shareholders only individuals who themselves are licensed or otherwise legally authorized to render one of the Professional Services for which the business entity was created.

33. "Procurement" means contracting for, buying, purchasing, renting, leasing or otherwise acquiring or disposing of, any supplies, services, including but not limited to, contracts for services, equipment, materials and construction, and includes all government functions that relate to such activities, including best value selection and qualification based selection.

34. "Proposer" means a person, firm or corporation submitting a proposal in response to a request for proposals or other competitive sealed proposal.

35. "Public record" means a public record, as defined in section 1-200, and includes any recorded data or information relating to the conduct of the public's business prepared, owned, used, received or retained by a contractor or subcontractor for work under a contract, subcontract or amendment to a contract or subcontract, whether such data or information be handwritten, typed, tape recorded printed, photo-stated, photographed or recorded by any other method.

36. "Qualification based selection" means a contract selection process in which the award of a contract is primarily based on an assessment of contractor qualifications and on the negotiation of a fair and reasonable price.

37. "Request for Information" is a formal process of requesting information of various kinds from suppliers. The RFI creates a structured process for identifying potential products and/or solutions for inclusion in future RFP's or RFQ's.

38. "Request for Proposals" means all documents, whether attached or incorporated by reference, utilized for soliciting solutions under a stated set of specifications. Request for Proposals may be advertised based on the estimated value of the purchase.

39. "Request for Qualification" is a formal process for soliciting information regarding a professional's or organization's ability to best achieve desired results.

40. "Request for Quotation" means all documents, whether attached or incorporated by reference, utilized for soliciting pricing for specified service(s) or product(s). Request for Quotations may be advertised based on the estimated value of the purchase.

41 "Responsible Bidder" or "Responsible Proposer" means any entity that has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

42. "Specification" means any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

43. "Subcontractor" means a subcontractor of a contractor for work under a contract or an amendment to a contract.

44. "Supplies" means any and all articles of personal property including but not limited to equipment, materials, printing.

SECTION 2 - OBJECTIVE OF CODE

This procurement code is designed to: (1) establish uniform contracting standards and practices; (2) simplify and clarify contracting standards and procurement policies and practices, including, but not limited to, procedures for competitive sealed bids, competitive sealed proposals, small purchases, sole source procurements, emergency procurements and special procurements; (3) ensure the fair and equitable treatment of all businesses and persons who deal with the procurement system; (4) include a process to maximize the use of small contractors and minority business enterprises (5) provide increased economy in procurement activities and maximize purchasing value to the fullest extent possible; (6) ensure that the procurement of supplies, materials, equipment, services, and construction is obtained in a cost-effective and responsive manner; (7) include a process to ensure contractor and Judicial Branch accountability; and, (8) provide a process for competitive sealed bids, competitive sealed proposals, small purchases, sole source procurements, emergency procurements, special procurements, best value selection, qualification based selection and the conditions for their use.

SECTION 3 - AUTHORITY

The Chief Court Administrator or a designee may adopt policies for the following purposes:

A. To supervise all purchases of specified supplies, materials, equipment and contractual services under prescribed conditions and procedure in accordance with C.G.S. section 51-9.

B. To authorize, any purchase in the open market without filing a requisition or estimate for specified supplies, materials or equipment for immediate delivery to meet emergencies arising from unforeseen causes, including delays by contractors, delays in transportation and an unanticipated volume of work, provided a report of any such purchase, with a record of the competitive quotations upon which it was based and a full account of the circumstances of the emergency, shall be submitted at once and entered in Purchasing files that are open to public inspection.

C. To prescribe the manner in which supplies, materials and equipment shall be purchased, delivered, stored and distributed.

D. To prescribe the manner of creating requisitions and obtaining estimates, the future periods which they are to cover, the form in which they shall be submitted and the manner of their authentication.

E. To prescribe the manner of inspecting all deliveries of supplies, materials and equipment and of testing samples submitted with bids or proposals and samples of deliveries to determine whether or not the specifications are being complied with.

F. To provide for the transfer of or the disposal by sale of supplies, materials and equipment which are obsolete or unusable.

G. To prescribe the amount of deposit or bond to be submitted with a bid or a contract and the amount of deposit or bond to be given for the faithful performance of a contract.

H. To specify the categories of purchases which are not subject to the competitive bidding requirements.

I. To indicate the types of objective criteria that may be used in determining the "lowest responsible qualified bidder" for the purposes of awarding a contract as set forth in this act.

J. To define the term "minor irregularities" for the purposes of evaluating bids and or proposals provided such term shall not include (a) variations in the quality, unit price or date of delivery or completion of supplies, materials, equipment or contractual services or (b) exceptions to programs required under the general statutes.

K. To provide for any other matters necessary to effect the fair and efficient procurement of goods and services.

L. To establish policies and procedures for use in preparing specifications which will ensure that such specifications shall not be unreasonably restrictive and shall encourage competition.

M. To establish procedures by which a bidder or proposer may request reconsideration of an award determination.

N. To initiate or authorize others to make or request emergency procurements when there exists a threat to public health, welfare, or safety under emergency conditions as defined in regulations; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.

SECTION 4 - INTERNET ACCESS

The Judicial Branch shall establish and maintain a single electronic portal available on the World Wide Web and located on the Judicial Branch website for purposes of posting all contracting opportunities.

A. The Judicial Branch Contracting Portal shall, among other things, include:

1. All bids, requests for proposals, and other solicitations regardless of the method of source selection,
2. A searchable database for locating information on solicitations for contracting;
3. Information to encourage the active recruitment and participation of small businesses and women and minority owned enterprises in the contracting process.

B. Shall be accessible through the State of Connecticut Contracting Portal.

SECTION 5 - PROCUREMENT RESPONSIBILITIES OF ADMINISTRATIVE SERVICES DIVISION

The Judicial Branch Administrative Services Division shall have the following general duties and responsibilities with respect to procurement.

A. The purchase and provision of supplies, materials, equipment and contractual services.

B. Purchase, lease or contract for all supplies, materials, equipment and contractual services.

C. Enforce standard specifications established in accordance with best purchasing practices.

SECTION 6 - NOT A PARTY OF INTEREST

The Chief Court Administrator, nor any member of the office of the court administrator, nor any member of the Judicial Branch to whom purchasing authority has been given, nor the Chief Justice, nor any member of the Supreme Court, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services furnished to or used by the Judicial Branch, as the case may be, by rebate, gifts or otherwise, any money, or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation.

SECTION 7 - OWNERSHIP RIGHTS AND INTEGRITY OF PUBLIC RECORDS UNDER A CONTRACT SUBCONTRACT OR AMENDMENT

A. No contractor or subcontractor, or employee or agent of a contractor or subcontractor, shall have any ownership rights or interest in (1) any public records which the contractor, subcontractor, employee or agent possesses, modifies or creates pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records.

B. No contractor or subcontractor, or employee or agent of a contractor or subcontractor, shall impair the integrity of any public records which the contractor, subcontractor, employee or agent possesses or creates.

C. Public records which a contractor, subcontractor, or employee or agent of a contractor or subcontractor, possesses, modifies or creates pursuant to a contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the Judicial Branch.

SECTION 8 - APPLICATION OF FREEDOM OF INFORMATION ACT TO PUBLIC RECORDS PROVIDED TO CONTRACTOR OR SUBCONTRACTOR

A. Any public contract record that Judicial provides to a contractor or subcontractor shall remain a public record for the purposes of subsection (a) of section 1-210 of the Connecticut General Statutes.

B. With regard to any public record, Judicial and the contractor or subcontractor shall have a joint and several obligation (responsibility) to comply with obligations under the Freedom of Information Act, as defined in section 1-200 of the C.G.S. provided the determination of whether or not to disclose a particular record or type of record shall be made by Chief Court Administrator.

SECTION 9 - NONDISCLOSURE OF PUBLIC RECORDS BY CONTRACTOR OR SUBCONTRACTOR

No contractor or subcontractor, or employee or agent of a contractor or subcontractor, shall disclose to the public any public records (1) which it possesses, modifies or creates pursuant to a contract, subcontract or amendment to a contract or subcontract and (2) which the Judicial Branch (a) is prohibited from disclosing pursuant to state or federal law in all cases, (b) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (c) may withhold from disclosure pursuant to state or federal law.

No provision of this section shall be construed to prohibit any such contractor from disclosing such public records to any of its subcontractors to carry out the purposes of its subcontract.

SECTION 10 - CONTRACTORS ARE PROHIBITED FROM SELLING, MARKETING OR OTHERWISE PROFITING FROM PUBLIC RECORD

No contractor or subcontractor, or employee or agent of a contractor or subcontractor, shall sell, market or otherwise profit from the disclosure or use of any public records which are in its possession pursuant to a contract, subcontract or amendment to a contract or subcontract, except as authorized in the contract, subcontract or amendment.

SECTION 11 - INTERAGENCY AGREEMENT BETWEEN CHIEF COURT ADMINISTRATOR AND CHIEF INFORMATION OFFICER

In accordance with C.G.S. section 4d-42, the Chief Court Administrator and the Chief Information Officer of the Department of Information Technology may, by interagency agreement, provide for the Judicial Department (1) to receive information system and telecommunication system facilities, equipment and services pursuant to contracts or subcontracts or amendments to contracts or subcontracts and (2) to interconnect with state agency information systems and telecommunication systems.

SECTION 12 - CONTINUITY OF SERVICES IN EVENT OF EXPIRATION OR TERMINATION OF CONTRACT, AMENDMENT OR SUBCONTRACT OR DEFAULT OF CONTRACTOR OR SUBCONTRACTOR

When determined to be in the best interest of the Judicial Branch, each contract, subcontract or amendment to a contract or subcontract negotiation shall include provisions ensuring continuity of services to the Judicial Branch, including , but not limited to, information systems, and telecommunications systems and facilities in the event work under such contract is transferred for any reason whatsoever. Such provisions shall include, but not be limited to, procedures for the orderly transfer to the state or selected alternate contractor (1) such facilities and equipment, (2) all software created or modified pursuant to the contract, subcontract or amendment, and (3) all confidential records which the contractor or subcontractor possesses or creates pursuant to such contract, subcontract or amendment.

SECTION 13 - DISQUALIFICATION OF POTENTIAL CONTRACTORS AND SUBCONTRACTORS WHICH PARTICIPATE IN JUDICIAL BRANCH REQUESTS FOR PROPOSALS PROCESS

A. No business entity or individual shall be awarded a contract or amendment to a contract if the business entity or individual directly or indirectly participates in any of the following activities on behalf of Judicial concerning such contract or amendment or any other contract or amendment to a contract:

1. Preparation of the request for information or request for proposals.
2. Development of bid specifications or proposal requirements, evaluation of bids or proposals, or negotiations with potential contractors.

B. No business entity or individual who is awarded any such contract or amendment may award a subcontract for any work under such contract or amendment to any business entity or individual who has participated in any activities prohibited by this code.

SECTION 14 - INTERPRETATION - RULES OF CONSTRUCTION.

Interpretation - This Code shall be construed and applied to:

A. Foster effective broad-based competitive values and protocols.

B. Permit the continued development of the best Procurement practices and to provide for increased public confidence in the procedures followed in public Procurement by providing safeguards for the maintenance of a procurement system of quality and integrity.

C. Ensure the fair and equitable treatment of all businesses and persons who deal with the Judicial Branch procurement system. Include a process to maximize the use of small contractors and minority business enterprises, as defined in section 4a-60g of the general statutes. Ensure that the procurements of required supplies, materials, equipment, services, and construction are completed in a cost-effective and responsive manner. Provide increased economy in Judicial Branch procurement activities and to maximize, to the fullest extent practicable, the purchasing value of public funds expended, taking into account, where applicable, performance and cost of Contracts and Purchase Orders. Include a process to improve contractor and Judicial Branch accountability.

SECTION 15 - REQUIREMENT OF GOOD FAITH ACCOUNTABILITY TRANSPARENCY AND RESULTS BASED OUTCOMES

A. All parties involved in the negotiation, performance, or administration of contracts must act in good faith.

B. In accordance with section 43-14 of the C.G.S., every Judicial Branch contract shall contain provisions to ensure accountability, transparency and results based outcomes.

SECTION 16 - METHODS OF SOURCE SELECTION

A. All purchases of, and contracts for, supplies, materials, equipment and professional contractual services, except those excluded shall be awarded by one of the following methods, unless otherwise authorized by the Chief Court Administrator.

1. Competitive Sealed Bidding
2. Competitive Sealed Proposals
3. Open Competitive Quotations
4. Qualification Based Selection
   a. Small Purchases
   b. Sole Source Procurement
   c. Emergency Procurements (valued under $10,000)
   d. Waiver of Bid or Proposal Requirement for Extraordinary Circumstances
   e. Special Procurements (as authorized by CCA)
   f. Cooperative Purchases (State(s) or Federal)

B. Procurement Policy Exclusions - Listed below are goods and services excluded from competitive procurement:

1. Data Center Rentals
2. Emergency Medical
3. Fees, Witness and Jury
4. Insurance
5. Post office boxes and postage
6. Court Ordered Services
7. Real Property Leases and Purchases
8. Service of Process
9. Travel Services
10. Utilities
11. Vehicle Maintenance (DAS Vehicle Maintenance and Repair)
12. Work Subsidy
13. Retiring Chief Justice Portraits
14. Legal Representation or Advice for the Judicial Branch, subject to the approval of the Chief Court Administrator or the Executive Secretary (Outside Legal Counsel Excluded From Competitive Procurement Practices)
15. Subscriptions
16. Memberships
17. Music and Publications

C. The Legal Services Unit shall review for approval the terms and conditions used for all Judicial contracts. The Chief Court Administrator may designate certain contracts as excluded from the requirement of review by Legal Services.

SECTION 17 - PROCESSING CYCLE

Processing times apply only after the Administrative Services Division Purchasing Services Office receives a properly completed requisition. The processing time to complete purchase orders will vary according to the projected value of requested goods or services. The dollar amount (Threshold Levels) associated with each Judicial Branch procurement dictate the type of competitive process required. Upon receipt of the requisitions for goods or services Purchasing will review specifications in order to ensure compliance with standards for specification writing. The Director of Materials Management shall review requisitions for goods or services having an estimated value of $100,000 or more with the Executive Director of Administrative Services for approval of funding.

A. Judicial Branch Threshold Levels are as follows:

1. Level 1: Non-Recurring Purchases Less than $3,000

   A purchase order may be issued upon verification of price, installation, and payment terms.

2. Level 2: $3,000 to $9,999

   Written quotations should be obtained from at least three vendors based upon specifications issued by Purchasing.

3. Level 3: $10,000 to $49,999

   Sealed written quotations should be obtained from three vendors based upon specifications issued by Purchasing. The rules for purchases valued at $50,000 or more shall apply except that public notice is not required.

4. Level 4: $50,000 and Above

   Sealed bids and sealed proposals shall be based upon written specifications. Open public competition shall be solicited by public notice published in at least three newspapers in the state at least five business days before the closing date for submission for proposals or bids. RFQ and RFP responses received by the submission deadline must be publicly opened at the place, date and time specified in the RFP or RFQ document. Bid prices will be read aloud, and recorded along with the names of the entity submitting the bid. Proposals received by the proposal submission deadline will have respondent names read aloud and recorded at the public opening.

B. Competitive Negotiation

Competitive negotiation may be used to obtain best and final offers through the Request for Proposal process for purchase exceeding $9,999.99. Competitive negotiations shall not be used for Requests for Quotations (RFQ). Competitive negotiation may be used to obtain best and final offer through the Request for Proposal (RFP) process for purchases at or above Threshold Level 3 ($10,000) Competitive negotiations, when used, shall be an additional phase of the Administrative Services Division's RFP process. The most advantageous responsible competitive proposal is selected and details regarding the proposal's implementation and the sequencing of deliverables are taken into account in reaching agreement on the best and final offer.

SECTION 18 - REQUIREMENTS PLANNING PROCESS AND BLANKET ORDERS

The Requirements Planning Process is used to initiate the purchasing cycle for the development of annual or multi-year contracts and blanket orders. The amount of time required for processing orders may be shortened as a result of the identification of particular needs in the Requirements Planning Process.

Annually, representatives of each Division of Judicial review procurement needs for the upcoming fiscal year with the Administrative Services Division Purchasing Services Office. During the annual review, contract services, equipment rentals, leases for personal property and planned capital expenditures can be evaluated. Within 30 days of the review session each Division should submit specifications for each of the needs identified. Where capital equipment is involved, the best available estimate of quantity should be included as part of each specification.

The goal of the Requirements Planning Process is to generate blanket purchase orders and contracts to support the annual needs of each Division. A blanket order is a purchase order to a specific company for goods or services purchased repeatedly in the fiscal year. Such orders are restricted to commodities or services for which pricing is predetermined; for example, equipment rentals, film processing, supplies, fuel oil, and janitorial services. Blanket orders may be issued for direct order is (less than $1,000.00) or purchase orders of $1,000.00 or more.

The total dollar value stated on the blanket order may be an estimate. The purpose of the total price estimate is to indicate the anticipated volume of goods or services needed. The estimated value is also used to establish a maximum value that cannot be exceeded by the vendor without further review by the requisitioner and the Administrative Services Division Purchasing Services office.

The requirements planning process is also an appropriate time for both parties to review vendor performance under past contracts. Prior to planning sessions, Purchasing Services will provide each Division with a list of blanket purchase orders for the most recent fiscal year. Divisions should review the list of blanket orders and provide updates (where needed) to the Administrative Services Division Purchasing Services office as quickly as possible.

SECTION 19 - REQUEST FOR PROPOSALS (RFP) - REQUEST FOR QUOTATIONS (RFQ) REQUEST FOR QUALIFICATIONS (RFQ) - REQUEST FOR INFORMATION (RFI)

The determination that a new product or service is needed or that an existing service provided through an existing contract should be continued resides with the operating division. As such, the operating division will provide the Administrative Services Division Purchasing Services Office with appropriate specifications that can be incorporated into a draft specification for a Request for Proposal (RFP) or Request for Quotation (RFQ), Request for Qualifications or Request for Information.

The Administrative Services Division Purchasing Services Office will create a draft bid document. The resulting document will follow a standard format that is jointly developed and approved by the Administrative Services Division Purchasing Services Office, the operating division and the Legal Services Unit.

After the operating division and Legal Services approve the draft, the Administrative Services Division Purchasing Services Office will be responsible for advertising the RFP and or RFQ when applicable, and distributing it to prospective bidders.

When it is considered impractical to initially issue an Request for Quotation the Administrative Services Division Purchasing Services office may issue Multi-Step Competitive Sealed Bid consisting of a Request for Information or initiate (requesting technical information) a Request for Qualifications (requesting the qualifications of bidders) as the first step(s) in the process, to be followed by an Request for Quotation or Request for Proposal which may be limited to those bidders who have been pre-qualified under the criteria set forth in the first solicitation.

SECTION 20 - CONTRACT AWARDS

A. The Administrative Services Division Purchasing Services office will award contracts to the low cost responsible bidder under a bid or RFQ or the top ranked respondent or the highest scoring bidder in a multiple criteria bid or RFP. Other factors considered in awarding contracts include, the past performance of bidders and respondents, CHRO Compliance, Supplier Diversity, MBE/SBE status and product recycling standards. In considering past performance of a bidder for the purpose of determining criteria bid, the Administrative Services Division Purchasing Services office will evaluate the skill, ability and integrity of the bidder in terms of the bidder's fulfillment of past contractual obligations and the bidder's experience or lack of experience in delivering supplies, materials, equipment or services of the size or amount for which bids or proposals have been solicited.

B. All other factors being equal, preference shall be given to supplies, materials and equipment produced assembled or manufactured in the state and services originating and provided in the state.

C. If all bids or proposals received on a pending contract are for the same unit price or total amount and no distinction can be made in favor of supplies, materials and equipment produced, assembled or manufactured in the state or services originating and provided in the state, Materials Management shall have authority to order the rejection of all bids or proposals and to order the purchase of the required supplies, materials, equipment or contractual services in the open market, provided the price paid in the open market shall not exceed the bid or proposal price.

D. Subject to the limitations of this Section, any type of contract which will promote the best interests of the State may be used; provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost-reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly than any other type or that it is impracticable to obtain the supplies, services, or construction required except under such a contract.

SECTION 21 - SPECIFICATION WRITING

A. Responsibility

It is the responsibility of the requester to submit written specifications to the Administrative Services Division Purchasing Services Office. Specifications should be included with a copy of the requisition attached.

Specifications may range from a description written on a requisition to a formal document consisting of a background narrative, technical requirements, evaluative criteria, exhibits and special qualifiers. Specifications form the basis for Judicial's publication of RFQ and RFP documents.

B. Restrictive Specifications

A restrictive specification that hinders competition must be justified in writing. If equipment, commodities or services require specifications of a limited scope that will preclude competitors from bidding, a proprietary justification memo must be submitted with the requisition. Rationale based exclusively on the "only known source" is not acceptable without further proof of the accuracy of the statement; such statements often must be proven through the public bidding process. A proprietary justification may be rejected if the basis for specification cannot be validated. The requirements regarding the purposes and non-restrictiveness of specifications shall apply to all specifications prepared for the Judicial Branch by State personnel or others, including, but not limited to, those prepared by architects, engineers, and designers.

C. Proprietary Requests

Requisitions for the continuation of a proprietary service must reference the previously assigned purchase order number and, where applicable, the original contract number.

Proprietary requests for professional services costing less than $10,000.00 (annually) for accountants, architects, and specialty consultants for the Branch may be procured without competition based on the approval of a project letter and proprietary justification memo by the Administrative Services Division Director of Materials Management. The project letter must provide a statement of the scope of work, unit costs, and the requester's best estimate of the length of time required for the provision of services.

Where professional services are projected to exceed Threshold Level 3 ($49,999.99) in a fiscal year, the Administrative Services Division Purchasing Services office reserves the right to follow Judicial Branch standard purchasing procedures to obtain such services through the appropriate competitive process.

Proprietary requests for grant funded programs will be approved only if accompanied by a competitive procurement waiver from the funding source.

The Executive Director of the requesting Division must sign the proprietary justification acknowledging agreement with the justification provided.

D. Creating Clear Specifications

Specification clarity is critical to contract satisfaction. The following techniques should be incorporated wherever feasible.

- Use the words must or shall in grammatical construction to describe a command or mandatory requirement.
- Use the words should and may in grammatical construction to describe an advisory or optional requirement.
- Be as specific and detailed as possible in stating mandatory requirements.
- State requirements of fact only once to avoid duplication.
- Avoid making something a mandatory requirement if it is an option or enhancement.
- Avoid placing general contract terms in the technical specifications section. A section that addresses the general terms and conditions of the contract has been developed with the expertise of the Legal Services Unit.

E. Statutory Specifications

1. Equipment and Appliances for State Use and Energy Standards

The Judicial Branch shall procure equipment and appliances for state use which meet or exceed the federal energy conservation standards set forth in the Energy Policy and Conservation Act, 42 USC 6295, any federal regulations adopted there under and any applicable energy performance standards established in accordance with subsection (j) of C.G.S. section 16a-38. Purchases of equipment and appliances for which energy performance standards have been established pursuant to subsection (j) of section 16a-38 shall be (1) made from among those specific models of equipment and appliances which meet such standards, and (2) based, when possible, on competitive bids. Such bids shall be evaluated on the basis of the life-cycle cost standards, if any, established pursuant to subsection (b) of section 16a-38.

2. Standard for Purchase of Recycled Paper

All recycled xerographic or copy paper purchased by the Judicial Branch for use in courts and/or offices shall meet the applicable minimum recycled content standards established in federal Executive Order No. 13101, and any regulations or guidelines promulgated by the United States Environmental Protection Agency to carry out the purposes of said order, for purchase of paper by the federal government provided such paper shall have a composition such that at least ten per cent of the fiber material used to produce such paper is derived from post-consumer recovered paper.

3. Specifications for Printing and Writing Paper
The judicial Branch shall maintain specifications for printing and writing paper purchased by the state to (1) incorporate the standards provided for in Federal Executive Order No. 13101 and any regulations or guidelines promulgated by the United States Environmental Protection Agency to carry out the purposes of said order and (2) provide for the purchase and use of paper composed entirely of materials manufactured using processes (A) which do not involve the harvesting of trees or which are otherwise derived entirely from sources other than trees and (B) which can be categorized as having less adverse impact on the environment than conventional processes.

SECTION 22 – PUBLIC BIDS

A. Pre-bid Conferences

Pre-bid conferences may be held to provide potential participants with an opportunity to question and or provide input into the RFP or RFQ process. Such conferences may be voluntary or mandatory. Notice for a pre-bid conference will be included in the RFP or RFQ documentation. The conference will be scheduled and chaired by the Administrative Services Division Purchasing Services Office. The operating division will provide appropriate programmatic representation for the pre-bid panel. Purchasing Services may audio record pre-bid conferences. Purchasing Services will flag pre-bid conferences where Purchasing believes Legal Services should be in attendance. Legal Services when reviewing the RFP or RFQ will also flag issues for the pre-bid conference and determine whether their attendance is appropriate. If practical, Purchasing will forward to Legal Services questions received in advance of the conference.

New information and or clarifications to the RFP and RFQ document as a result of the pre-bid conference must be put in writing and sent to all parties on the bid list including Legal Services. Legal Services will also review the protocol for pre-bids. Site visits for inspections for contractual services do not require Purchasing Services' attendance.

B. Openings – RFQ and RFP

All bids and proposals received prior to the submission deadline shall be recorded and placed on file in the Purchasing Services office. Only the names of the respondents will be recorded for the Requests for Proposals (RFP).

The Judicial Branch Purchasing Services may request factual information reasonably available to the bidder or proposer to substantiate that the price or cost offered, or some portion of it, is reasonable, if:

1. The price is not
   a. based on adequate price competition;
   b. based on established catalogue or market prices; or
   c. set by law or regulation; and,
2. The price or cost exceeds an amount established in planning estimations.

C. Evaluation of Proposals

Proposals will be delivered to the Administrative Services Division Purchasing Services Office, which will create a record of the proposals received and oversee the proposal evaluation process. The Judicial Branch 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 in part; to waive minor irregularities and omissions and permit the bidder or responder to correct them if, in its judgment, the best interest of the State will be served.

Generally, panels chaired by the Administrative Services Division Purchasing Services office will review proposals received in response to an RFP. Review panels will at a minimum consist of an operating division employee, a non-voting chairperson from the Administrative Services Division Purchasing Services office and an individual from a division other than the requisitioning division. Modifications to the makeup of a panel may be made by the Purchasing Services office if deemed in the best interest of the Branch.

The evaluation panel will score proposals based upon predetermined programmatic and fiscal criteria. Evaluative criteria will be included in proposals. The Administrative Services Division Purchasing Services Office will provide evaluation scoring to the operating division. The operating division will review the evaluation panel's recommendation, allotted funding, programmatic needs and select vendors for contracting consistent with the evaluation results. If negotiations are required for financial and or programmatic reasons, the Administrative Services Division Purchasing Services Office will establish a negotiation team with operating division representation. The team will be responsible for final program and financial negotiations with prospective contractors.

D. Notice to Bidders and Appeals

The Administrative Services Division Purchasing Services office will provide notice of award to all bidders. Any bidders requesting an appeal of the decision must be directed to contact the Administrative Services Division Purchasing Services office. Notice of the appeal will be given to the Operating Division for comment. The Purchasing Services Office will review the record and respond accordingly. Further review if required shall be made by the Director of Materials Management and Legal Services. An appeal of their decision shall be referred to the Office of the Chief Court Administrator.

E. Contract Implementation

Primary interaction with a vendor shifts to the operating division once a contract is in place. The operating division will monitor contractor performance, receive performance and financial reports from vendors, and authorize the release of vendor payments in accordance with contract provisions. The operating division will notify the Administrative Services Division Materials Management Unit and the Legal Services Unit in the event that issues affecting the terms of the contract arise.

SECTION 23 - PROHIBITIONS AGAINST CONTRACT AWARDS

Contracts may not be awarded to violators of NLR, OSHA, CHRO Regulations or person or contractors debarred by the State of Connecticut.

A. Awarding of Contracts to National Labor Relations Act Violators Prohibited

No contract or subcontract shall be awarded to the persons or firms that have been found in violation of the National Labor Relations Act, 49 Stat. 449 (1935), 29 USC 151 et seq., by the National Labor Relations Board and by a final decision rendered by a federal court or that have been found in contempt of court by a final decision of a federal court for failure to correct a violation of said National Labor Relations Act, on three or more occasions involving different violations during the five preceding calendar years until three years have elapsed from the first day of July following publication of such list. This section shall not prohibit any award of contract where the Chief Court Administrator determines it to be in the best interest of the Judicial Branch or where after providing written notification to the Labor Commissioner that there is only one source for the merchandise or services for which such contract is to be awarded.

B. Awarding of Contracts to Occupational Safety and Health Act Violators Prohibited
No contract shall be awarded to any person or firm or any firm, corporation, partnership or association in which such persons or firms have an interest (1) which has been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the bid, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) , which has received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

C. Awarding of Contracts to Entities That Fail to Satisfactorily Comply with CHRO Affirmative Action Requirement Report
The Judicial Branch shall not enter into contracts with any bidder, proposer or prospective contractor unless the bidder, proposer or prospective contractor has satisfactorily complied with the provisions of sections 4a-60 and 4a-60g and 46a-56 and 46a-68c to 46a-68f and sections inclusive, of the Connecticut General Statutes, or submits a program for compliance acceptable to the CHRO.

D. Awarding Contracts to Entities debarred, suspended or otherwise disqualified by the State Contracting Standards Board

The Judicial Branch will not contract with any contractor suspended, debarred or otherwise disqualified by authority of a written decision issued in accordance with sections 4-180 and 4-183 of the Connecticut General Statutes.

SECTION 24 - EXECUTING CONTRACTS

Legal Services will approve the legal content of standard terms and conditions used for all Judicial Branch contracts. The Chief Court Administrator shall issue policies and procedures regarding the review of Memoranda of Agreement and Memoranda of Understanding by the Administrative Services Division and Legal Service Unit.

Once Purchasing Services and the operating division agree on a final draft of the contract, the Purchasing Services office will forward the contract package to Legal Services for review and approval as to form and substantial compliance with the original Request for Proposal immediately prior to distribution for signatures by the appropriate officials. Review and approval activities will be completed within a target period of ten business days.

Upon completion of its review, Legal Services will notify the Purchasing Services office which will circulate three original copies of the final documents to the contractor and the Executive Director of the operating division for signature. An original will be given to the operating division for retention in its program records and one original will go to the contractor.

SECTION 25 - CONTRACTS - GENERAL

A. The Purchasing Services Office will maintain the official contract file for the Branch. For purposes of this section, the official contract file is defined as consisting of the signed contractual agreement, amendments and all approved budget revisions, whether or not such budget revisions resulted in an amendment. Operating divisions are responsible for maintaining the detailed records (support for amendments, budget revisions, and other relevant program and or project information).

The Director of Materials Management will provide a list each month of awarded contracts that include cost information and other information as appropriate to the Judicial Branch Executive Director of Administrative Services.

Reporting of Anticompetitive Practices - When for any reason anticompetitive practices are suspected among any bidders or proposers a notice of the relevant facts shall be transmitted to the Attorney General with a copy to the Director of Legal Services.

B. Multi-Year Contracts – Contracts Extending Beyond a single Fiscal Year

1. Specified Period
Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the Judicial Branch provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds for the intended use.

2. Use of a multi-year contract is authorized where:
   a. estimated requirements cover the period of the contract and are firm and continuing; and
   b. such a contract will serve the best interests of the State by encouraging effective competition or otherwise promoting economies in [State] procurement.

SECTION 26 - MANAGING CONTRACTS AND AUDITS

A. Contract Termination

When a division and the Administrative Services Division Purchasing Services office agree to terminate any contract, they shall forward a copy of the contract documents and a draft notice of termination to the Director of Materials Management and the Legal Services Unit for review and approval.

B. Contractor Default

If the Contractor becomes financially unstable, defaults or otherwise fails to comply with any of the terms, provisions or conditions of its Agreement with the Judicial Branch including, but limited to any of the Exhibits or Amendments which are part of its Agreement, the Judicial Branch may elect to pursue any one or more of the following remedies in any combination or sequence:

- seek damages.
- withhold or reduce payment(s) until the default is resolved to the satisfaction of the Judicial Branch.
- require the Contractor to correct or cure the default to the satisfaction of the Judicial Branch.
- suspend the execution of all or part of the services.
- require that unexpended or improperly expended funds be returned to the Judicial Branch.
- recoup any money owed to the Judicial Branch from any future payments owing under any Agreement between the Judicial Branch and the Contractor.
- assign appropriate personnel to fulfill the Contractor's obligations under its Agreement until such time as the Contractor's defaults have been corrected to the satisfaction of the Judicial Branch.
- require that Agreement funding be expended by the Contractor to enter a subcontractual arrangement with a person, persons or entity designated by the Judicial Branch to fulfill the Contractor's obligations under its agreement.
- terminate this Agreement effective upon a date specified in a written notice delivered to the Contractor.
- take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State of Connecticut Judicial Branch, or its program(s), along with any other remedies provided by law, including, but not limited to, procuring services from other sources and charging the Contractor any excess costs incurred or damages occasioned thereby.
- any combination of the above actions.

Prior to invoking any of the remedies for default specified, the Judicial Branch shall notify the Contractor in writing of the facts and circumstances constituting default or failure to comply with the conditions of contract and its proposed remedies, if any. Within ten (10) business days of receipt of notice, the contractor shall correct such default and/or noncompliance to the satisfaction of the Judicial Branch and submit written documentation of the correction to the Branch. If the Judicial Branch finds that the default has not been corrected to its satisfaction, it shall provide written notice to the Contractor of the continuing default and may immediately or at any time thereafter invoke any or all remedies set forth in the procurement code. The Judicial Branch may invoke any of the remedies for default specified without prior notice to the contractor if the Judicial Branch determines that such action is in the best interests of the Judicial Branch.

Best interests of the Judicial Branch includes, but is not limited to, the protection of the health or welfare of the clients, employees, and or the public.

All contracts issued by the Judicial Branch for services shall contain language authorizing the Branch to obtain financial statements or independently audited Fiscal reports and other contract related records from contractors. The operationally responsible division shall determine the content of contractor audits. Where applicable Connecticut and or Federal Single State Audit Act requirements shall serve to meet the audit requirements identified in contracts for services to juveniles, adults, and victims.

C. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.

SECTION 27 - REQUESTS FOR CHANGES OR CANCELLATIONS

A. Policy

All changes to bids, purchase orders and contracts must be approved by the Administrative Division Purchasing Services Office. Changes requiring amendments to purchase orders must be submitted in requisition form with the original purchase order number referenced. The reason for the requested amendment and the effective date of the change must be included with the documentation.

B. Bid Amendment

Divisions shall immediately notify the Administrative Services Division Purchasing Services office if changes or clarification to a bid are required. Changes or clarifications to RFP and RFQ documents shall be made by written amendments prepared by the Buyer and sent to identifiable bidders and or identifiable respondents. Such changes shall also be posted to the Judicial Branch website for contract opportunities.

C. Changes After Bids Open

Changes in bid specifications or scope of work that occur after a bid has been opened shall not be allowed if the change is so substantial that it would affect unit cost. Such changes may result in a re-bid.

D. Purchase Order Change or Cancellation

Any time a change or cancellation of a purchase order is required, the requester shall immediately send a requisition to the Administrative Services Division Purchasing Services Office outlining the specifics of the change and the reasons for the same. Once approved an amendment will be prepared and processed in the same manner as the purchase order.

E. Price Adjustments

1. Adjustments in price pursuant to Subsection (A) above shall be computed in one or more of the following ways:
   - i by agreement on a fixed-price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
   - ii by unit prices specified in the contract or subsequently agreed upon;
   - iii by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
   - iv in such other manner as the contracting parties may mutually agree; or
   - v in the absence of agreement by the parties, by a unilateral determination by the Judicial Branch of the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as computed by the State in accordance with applicable sections of this act.
2. A contractor shall be required to submit cost or pricing data in writing if any adjustment in contract price is requested.

F. Fiscal Responsibilities

Every contract modification, change order, or contract price adjustment under a construction contract with the Judicial Branch in excess of fifty thousand dollars shall be subject to prior written certification by the fiscal and/or budget officer of the Judicial Branch or Division responsible for the project or the contract, or other official responsible for monitoring and reporting the status of the costs of the total project budget or contract budget, as to the effect of the contract modification, change order, or adjustment in contract price on the total project budget or the total contract budget. In the event that the certification of the fiscal officer or other responsible official discloses a resulting increase in the total project budget or the total contract budget, the Judicial Branch Purchasing Services Office shall not execute or make such contract modification, change order, or adjustment in contract price unless sufficient funds are made available or the scope of the project or contract is adjusted so as to permit the degree of completion that is feasible within the total project budget and/or total contract budget as it existed prior to the contract modification, change order, or adjustment in contract price under consideration; provided, however, that with respect to the validity of any executed contract modification, change order, or adjustment in contract price which the contractor has reasonably relied upon, it shall be presumed that there has been compliance with the provisions of this Section.

SECTION 28 - CONTRACT AMENDMENTS

After the execution of a contract, any change that affects the service being provided, contract term, or dollar amount must be authorized by the Administrative Services Division Purchasing Office and formalized by way of written amendment. A Contract Amendment Processing Coversheet will be completed for each amendment request.

Except for proposed amendments that meet the criteria set forth below each operating division shall forward to the Administrative Services Division Purchasing Services Office a completed Contract Amendment Processing Coversheet for amendments that contain a change to a term and or condition of contract. Purchasing Services will review the requested amendment and forward its comments for all such requests to Legal Services for review and approval as to form and substantial compliance with the original Request for Proposal and award.

Consultation with the Director of Materials Management or Legal Services' review and or approval is not required for contract amendments limited to:

- amendment amounts with budget changes consisting solely of a cost of living increase approved by the Legislature,
- services and cost under an amended agreement that are the same as those effected in the current agreement,
- increases in unit cost rates that total less than 10% in one fiscal year,
- restoration to base contract levels from modifications initiated by one-time adjustments
- adjustments to services and or costs that, on an annualized basis, result in a change in contract value that does not exceed either 10% or $50,000 (that is, if either criterion is exceeded, review and consultation procedures will apply).
- less than a 50% increase in total contract dollars for unit cost contracts.
- changes to a contract involving only the number of units unless there is a cap in the RFP.

Contracts that have been in effect less than a complete fiscal year or 12 months and consist of like monthly amounts are annualized for the purposes of the services and cost exemption above. Line item budget changes that do not result in a requirement for preparation of an amendment will not require prior review and consultation. Review and consultation activities will be completed within a target period of ten business days. Disagreements between a Division and Legal Services and or Materials Management will be forwarded to each Division's Executive Director and if remaining unresolved, to the Chief Court Administrator for resolution.

SECTION 29 - EXCEPTIONAL AND SMALL PURCHASES

Policy - Judicial Branch Administrative Services recognizes that emergency, trade and professional services by their nature often require special handling. Therefore, exceptions to standard procedures as approved by the Chief Court Administrator are described below.

A. Emergencies

The Purchasing Services office will evaluate each emergency and, when appropriate, act upon the verbal or written instructions of an authorized individual in accordance with reasonable competitive purchasing practices applicable to the situation.

Primarily two circumstances justify the use of emergency procedures. One circumstance is the occurrence of an unforeseen event that requires a response by Judicial staff which may entail the immediate purchase of goods or services due to fire, vandalism, structural damage, or the like. A second circumstance may be caused by new externally imposed deadlines that require faster action than standard purchasing procedures permit, for example, legislation enacted at the close of a General Assembly session, or a change in venue that will become effective in a short time frame. It is Judicial's policy to adhere to reasonable competitive purchasing practices in emergency situations.

If an emergency occurs during the hours of 8 a.m. and 4:30 p.m. immediately after notifying the Administrative Services Division Purchasing Services Office of the need for implementing emergency procedures, a requisition must be submitted to Purchasing accompanied by a completed Emergency Authorization form. During non-business hours a requisition must be sent to Purchasing on the following business day with a properly signed Emergency Authorization form included. Purchasing will not process a confirming requisition unless a properly executed and approved Emergency Authorization form accompanies it.

B. Training Services

Training services for educational programs, valued beyond Threshold Level I, must be obtained through a competitive quotation process. The requestor must prepare a syllabus and list of desired qualifications in order to permit Purchasing Services to determine the availability of competitive services.

C. Trade Services - Facilities

Blanket orders for trade services (for example, electricians and plumbers) may be obtained by the Administrative Services Division Facilities Unit from contractors qualified by the Administrative Services Division Purchasing Services Office through the bid process.

D. Small Purchases

Any procurement not exceeding $3,000.00 may be made in accordance with small purchase procedures Threshold Level 1 as defined in section 17A.1 of this code.

1. The Judicial Branch Materials Management Unit Purchasing Services office shall award small purchase contracts or award purchase orders for small purchases as qualification based selections.
2. Artificial division of procurements are prohibited. Purchase requirements shall not be artificially divided so as to constitute a small purchase under this Section in order to utilize the small purchase procedures.

E. Selection of Outside Legal Counsel

The Chief Court Administrator or the Executive Secretary may authorize the use of outside legal counsel to represent the interests of the Judicial Branch. Pursuant to section 16B.14 of this code, the selection of outside legal counsel is excluded from competitive procurement. Outside legal counsel shall be selected pursuant to Judicial Branch Administrative Policy 1209 which establishes criteria to be considered when selecting outside legal counsel.

F. Record of Sole Source, Emergency and Special Procurements

The Judicial Branch Purchasing Services office shall maintain a record listing all proprietary and emergency contracts and purchases in accordance with the Branch's policies for record retention from the date that the contracted goods and or services are accepted. The record shall contain:

1. Each contractor's name.
2. The amount and type of each contract.
3. A listing of the supplies, services, or construction procured under each contract.

SECTION 30 - C.H.R.O. AND SUPPLIER DIVERSITY COMPLIANCE PROCEDURES

Policy - The Administrative Services Division Materials Management Unit through its Purchasing Services Office shall:

- Supervise the process for acquiring Commission on Human Rights and Opportunities (C.H.R.O.) compliance certification for contractors, service providers and suppliers doing business with the Judicial Branch.
- Incorporate the Equal Opportunity Clause in all Branch contracts.
- Strive to comply with the State Supplier Diversity policies and regulations.

A. Compliance Questionnaires

All contracts are subject to compliance procedures. In order to minimize delays in the vendor selection process, all RFP and RFQ packages shall include the JD-ES-113 and JD-ES-113F forms for signature and acknowledgement by the bidder. In signing the forms, the contractor makes a commitment to affirmative employment practices and to the submission of EEO-1 statistics to the Administrative Services Division Purchasing Services. Completion of the JD-ES-113 form may be included as a selection criterion in the RFP and RFQ process. Upon receipt of the signed forms, Materials Management will determine if a potential contractor is non-compliant.

B. Supplier Diversity

Consistent with the Connecticut General Statutes, Section 4a-60g(b), the State's Program for Small Contractors, Minority Business Enterprises and Individuals with Disabilities, require that 25% of all contracts are placed with State certified Small Business Enterprises (SBE). Additionally, 25% of all SBE Purchases must be made with Minority-Owned Business enterprises (MBE). A RFP or RFQ for goods and or services may be published exclusively for SBE contractors in an effort to meet goals established by the Judicial Branch under the State's Supplier Diversity program. Judicial's commitment of contracts to the State Supplier Diversity program shall be established each fiscal year.

C. Adoption of Other State Contracting Goals

In accordance with C.G.S. the Judicial Branch will support programs initiated by the Commissioner of Administrative Services, in conjunction with, the Commissioner of Economic and Community Development including programs that give preference to:

1. Products and services under the direction or supervision of the Board of Education and Services for the Blind under C.G.S. section 10-298b
2. Articles produced or manufactured by Department of Correction industries as provided in section C.G.S. section 18-88(g).
3. Where feasible and practical, the Judicial Branch will support programs for persons with disabilities in accordance with C.G.S. section 17b-656.
4. State Set-Aside contractors shall receive payment on a contract awarded under the provisions of sections 4a-60g to 4a-60i, no later than thirty days from the due date of any such payment on such contract.

SECTION 31 - CONTRACT COMPLIANCE (JD-ES-113 and JD-ES-113F)

A. Each bidder shall provide the Judicial Branch with a completed Contract Compliance Monitoring Report (JD-ES-113) and the Federal Certification of Compliance (JD-ES-113F) when goods or services are procured for federally funded programs. The information contained will determine the bidders good faith efforts to comply with the provisions of C.G.S. section 4a-60g and the federal Equal Employment Opportunity Requirements.

B. Non-Discrimination and Affirmative Actions Provisions in Contracts

Every contract to which the Judicial Branch is a party shall contain the following provisions:

(a) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (hereinafter, Commission); (3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor agrees to comply with each provision of General Statutes sections 4a-60, 46a-68e and

46a-68f and with each regulation or relevant order issued by said commission pursuant to General Statutes sections 46a-56, 46a-68e and 46a-68f; and (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities and the Judicial Branch with such information requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of General Statutes section 46a-56 and 4a-60.

(b) If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) (1) Prior to entering into a contract valued at less than fifty thousand dollars for each year of the contract, the Contractor shall provide the Judicial Branch with a written representation that complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above.

(2) Prior to entering into a contract valued at fifty thousand dollars or more for any year of the contract, such Contractor shall provide the Judicial Branch with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above and is in effect on the date the affidavit is signed.

(d) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, "Contractor" includes any successors or assigns of the Contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this Paragraph, "contract" does not include a contract where each Contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in General Statutes section 1-120, (3) any other state, as defined in General Statutes section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in Paragraph N(d)(1), N(d)(2), N(d)(3), N(d)(4) or N(d)(5) above.

(e) For the purposes of this Paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of General Statutes section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(f) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(g) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(h) The Contractor shall include the provisions of Paragraph N(a)(1) and N(b) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with General Statutes section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

C. Non-discrimination Regarding Sexual Orientation

Every contract to which the Judicial Branch is a party shall contain the following language:

(a) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding, and each vendor with which such Contractor has a contract or understanding a notice to be provided by the Commission on Human Rights and Opportunities (hereinafter, Commission) advising the labor union or workers' representative of the Contractor's commitments

under General Statutes section 4a-60a and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) The Contractor agrees to comply with each provision of General Statutes section 4a-60a and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the General Statutes; and (4) The Contractor agrees to provide the Commission with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to the provisions of sections 4a-60a and 46a-56 of the General Statutes.

(b) (1) Prior to entering into a contract valued at less than fifty thousand dollars for each year of the contract, the Contractor shall provide the Judicial Branch with a written representation that complies with the nondiscrimination agreement and warranty under Paragraph (a)(1) above.

(2) Prior to entering into a contract valued at fifty thousand dollars or more for any year of the contract, such Contractor shall provide the Judicial Branch with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph (a)(1) above;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph (a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph (a)(1) above and is in effect on the date the affidavit is signed.

(3) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, and "Contractor" includes any successors or assigns of the Contractor. For the purposes of this Paragraph, "contract" does not include a contract where each Contractor is (A) a political subdivision of the state, including, but not limited to, a municipality, (B) a quasi-public agency, as defined in General Statutes section 1-120, (C) any other state, as defined in General Statutes section 1-267, (D) the federal government, (E) a foreign government, or (F) an agency of a subdivision, agency, state or government described above.

SECTION 32 - AFFIDAVITS AND CORPORATE RESOLUTIONS - BIDDERS

A. Consulting Affidavit - Bidders

Pursuant to C.G.S. section 4a-81, each bid, amendment or contract reviewed for goods and services valued at fifty thousand dollars ($50,000) or more in any calendar year or fiscal year shall include a sworn affidavit disclosing the company's role in any consultant agreement with the Judicial Branch or any agency of the State. Failure to submit the sworn affidavit shall result in bid disqualification. The required affidavit and any amendment thereto, shall be completed and maintained in accordance as required under Statute.

B. Gift Certification - Contract Award

In accordance with C.G.S. sections 4-250 and 4-252, the Judicial Branch requires all contractors having business valued at $500,000 per year or more with the Judicial Branch and/or the State of Connecticut, to submit a certification regarding giving gifts to employees of the Judicial Branch.

C. Ethics Affidavit

Pursuant to General Statutes §1-101qq, all contractors, vendors, consultants or other entities seeking to conduct business with the State of Connecticut Judicial Branch, who anticipate entering into or renewing a large state construction or procurement contract (hereinafter "contract") shall affirm that he or she has read, understands and agrees to comply with the provisions of state ethics laws.

A summary of the state ethics laws, entitled *Guide to the Code of Ethics for Current or Potential State Contractors,* will be made available to all participants in Judicial's procurement process.

SECTION 33 - PUBLIC WORKS BIDS AND CONTRACTS TRADES AND SUBCONTRACTS

A. In accordance with section 46-93 of the C.G.S., every contract for a public works project shall include plans and specifications detailing labor and materials to be furnished there under. Such specifications shall have a separate section for each of the following classes of work if, in the estimate of the awarding authority, the class of work will exceed twenty-five thousand dollars: (1) Masonry work; (2) electrical work; (3) mechanical work other than heating, ventilating and air conditioning work; and (4) heating, ventilating and air conditioning work. Such specifications shall also have a separate section for each other class of work for which the Judicial Branch deems it necessary or convenient.

B. Whenever the Judicial Branch has designated a separate section for a class of work, under subsection (a) of this section, the general contractor shall, when applicable, state as part of its application for partial payment that it considers the work required to be done under any such separate section to be fully completed in accordance with the terms of the contract. The Judicial Branch shall thereupon conduct an inspection of the work in such class, and if it finds that such work has been fully completed in accordance with the terms of the contract, it shall issue a statement certifying that such work is accepted as fully completed, and shall pay the general contractor in full for such work.

C. For contracts estimated to cost more than five hundred thousand dollars ($500,000), the Judicial Branch shall follow the requirements set forth in C.G.S. section 4b-91(C).

D. In accordance with section 4b-94 of the C.G.S., the Judicial Branch reserves the right to reject any or all such general bids, if (1) it determines that the general bidder or bidders involved are not competent to perform the work as specified, based on objective criteria established for making such determinations, including past performance and financial responsibility, (2) the low bid price exceeds the amount of money available for the project, (3) it determines that the project shall not go forward or (4) it finds cause to reject such bids. If the awarding authority rejects any or all bids pursuant to this section, it shall notify each affected bidder, in writing, of the reasons for such rejection.

SECTION 34 - GENERAL BID FORM REQUIREMENTS PUBLIC WORKS CONTRACTOR SELECTION

A. In accordance with section 4b-96 of C.G.S., the Judicial Branch will furnish to every person applying to bid a form for the submittal of a general bid.

B. Every general bid submitted for a contract shall be submitted on the form provided. The furnished form shall provide a place for listing the names and prices of subcontractors for the four classes of work specified above in Section 33A of this code for each other class of work included by Judicial pursuant to said subsection and state that:

1. The undersigned agrees that if selected as general contractor, he shall, within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of the general bid.

2. The undersigned agrees and warrants that he has made good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials under such contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the commission concerning his employment practices and procedures as they relate to the provisions of the general statutes governing contract requirements.

3. The undersigned agrees that each of the subcontractors listed on the bid form will be used for the work indicated at the amount stated, unless a substitution is permitted by the awarding authority. The Judicial Branch may require in the bid form that the general contractor agree to perform a stated, minimum percentage of work with his own forces.

C. General bids shall be for the complete work as specified and shall include the names of any subcontractors for the four classes of work specified in subsection A. of section 33 of this Code and for each other class of work for which the Judicial has required a separate section pursuant to said subsection and the dollar amounts of their subcontracts. The general contractor shall be selected on the basis of such general bids. It shall be presumed that the general bidder intends to perform with its own employees all work in such four classes and such other classes, for which no subcontractor is named. The general bidder's qualifications for performing such work are subject to review. The Judicial Branch may waive minor irregularities which doing so is considered in the best interest of the state, provided the reasons for any such waiver are stated in writing by and made a part of the contract file.

No such general bid shall be rejected because of the failure to submit prices for, or information relating to, any item or items for which no specific space is provided in the general bid form furnished by Judicial, but this sentence shall not be applicable to any failure to furnish prices or information required by this section to be furnished in the form provided. General bids shall be publicly opened and read by the awarding authority forthwith. Judicial will not permit substitution of a subcontractor for one named in accordance with the provisions of this section or substitution of a subcontractor for any designated sub trade work bid to be performed by the general contractor's own forces, except for good cause. The term "good cause" includes, but is not limited to, a subcontractor's or, where appropriate, a general contractor's:

1. Death or physical disability, if the listed subcontractor is an individual.
2. Dissolution, if a corporation or partnership.
3 Bankruptcy.
4. Inability to furnish any performance and payment bond shown on the bid form.
5. Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.
6. Failure or inability to comply with a requirement of law applicable to contractors, subcontractors, or construction, alteration, or repair projects.
7. Failure to perform his agreement to execute a subcontract.

D. The general bid price shall be the price set forth in the space provided on the general bid form. No general bid shall be rejected (1) because of error in setting forth the name of a subcontractor as long as the subcontractor or subcontractors designated are clearly identifiable, or (2) because the plans and specifications do not accompany the bid or are not submitted with the bid. Failure to correctly state a subcontractor's price shall be cause for rejection of the general bidder's bid.

SECTION 35 - PUBLIC WORKS - GENERAL BIDDER AS SUBCONTRACTOR

In accordance with section 4b-95a of the C.G.S., if a general bidder customarily performs any of the four classes of work specified in the bid form the general bidder may list itself as a subcontractor together with its price in the space provided in the bid form. A listed sub-bid so submitted by the general bidder shall be considered on a par with other listed sub-bids, and no such sub-bid by a general bidder shall be considered unless the general bidder can show based on objective criteria established for such purpose, that he customarily performs such sub trade work and is qualified to do the character of work required by the applicable section of the specification.

SECTION 36 - PUBLIC WORKS - SUBCONTRACT FORM- PROCEDURE FOR FAILURE OF SUBCONTRACTOR TO EXECUTE

In accordance with section 4b-96 of the C.G.S., general bidder's responsibilities require that within five days after being notified of the award of a general contract by the Judicial Branch, or, in the case of an approval of a substitute subcontractor, within five days after being notified of such approval, the general bidder shall present to each listed or substitute subcontractor (1) a subcontract in the form set forth in this section and (2) a notice of the time limit under this section for executing a subcontract. If a listed subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded, after presentation

of a subcontract by the general bidder selected as a general contractor, to perform his agreement to execute a subcontract in the form hereinafter set forth with such general bidder, contingent upon the execution of the general contract, the general contractor shall select another subcontractor, with the approval of Judicial. When seeking approval for a substitute subcontractor, the general bidder shall provide the documents showing (A) the general bidder's proper presentation of a subcontract to the listed subcontractor and (B) communications to or from such subcontractor after such presentation. Judicial shall adjust the contract price to reflect the difference between the amount of the price of the new subcontractor and the amount of the price of the listed subcontractor if the new subcontractor's price is lower and may adjust such contract price if the new subcontractor's price is higher. The general bidder shall, with respect to each listed subcontractor or approved substitute subcontractor, file with the awarding authority a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a subcontract to such subcontractor. The subcontract shall be in the following form:

A. Subcontract

THIS AGREEMENT made this .... of 20 .. , by and between .... a corporation organized and existing under the laws of .... a partnership consisting of .... an individual doing business as .... hereinafter called the "Contractor" and .... a corporation organized and existing under the laws of .... a partnership consisting of .... an individual doing business as .... hereinafter called the "Subcontractor",
WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No ..... of the specifications for .... (Name of Sub trade) .... and the plans referred to therein and addenda No ..... , and .... for the (Complete title of project and the project number taken from the title page of the specifications) as prepared by .... (Name of Architect or Engineer) .... for the sum of ($ ....) and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates:

Supplemental No. (s) .... , ... , ... , ... , ... , ... , ... , ...

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans, specifications (including all general conditions stated therein which apply to his trade) and addenda No ..... , ... , ... , and .... , and .... , and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the Judicial Branch except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities required by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Judicial Branch.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by Judicial in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner in accordance with completion schedules prescribed by the general contractor for each subcontract work item, based on consideration to the date or time specified by for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor, within a reasonable time after the execution of this subcontract, evidence of workers' compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to Judicial by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first forty (40) days following the calendar month in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and Judicial for the complete work. IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL

ATTEST
.... (Name of Subcontractor) .... By: ....
SEAL
ATTEST
.... (Name of Subcontractor) .... By: ....

SECTION 37 - BID SECURITY BONDS AND INSURANCE

In accordance with Connecticut General Statutes section 46-92, bid security shall be required for all competitive sealed bids for contracts when the price is estimated to exceed $49,999.99. Bid security shall be a bond provided by a surety company authorized to do business in this State, or the equivalent in cash, or otherwise supplied in a form satisfactory to the State. However nothing herein prevents the requirement of such bonds on such contracts under the amount set by regulation when the circumstances warrant.

A. Amount of Security - Bid security shall be in an amount equal to at least ten percent (10%) of the amount of the bid.

B Rejection of Bids for Noncompliance with Bid Security Requirement - When the invitation for bids requires security, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply in a non-substantial manner with the security requirements.

D. Withdrawal of Bids - After bids are opened, they shall be irrevocable for the period specified in the invitation for bids. Unless a bidder is permitted to withdraw its bid (or proposal) after award, or if it is excluded from the competition before award, no action shall be had against the bidder or the bid security bond. However, the Judicial Branch may proceed pursuant to Section 26-B of this code.

SECTION 38 - CONTRACT PERFORMANCE AND PAYMENT BONDS - GENERAL BIDS

A. Required Amounts - When a construction, design-build or related methods contract is awarded in excess of $100,000.00 - Pursuant to C.G.S. section 49-41(a), the following bonds or security shall be delivered to the Judicial Branch and shall become binding on the parties upon the execution of the contract:

1. A performance bond satisfactory to the Judicial Branch, executed by a surety company authorized to do business in this State or otherwise secured in a manner satisfactory to the State, in an amount equal to one hundred per cent of the portion of the contract price that does not include the cost of operation, maintenance, and finance.

2. A payment bond satisfactory to the Judicial Branch, executed by a surety company authorized to do business in this State or otherwise secured in a manner satisfactory to the Judicial Branch, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the construction work provided for in the contract. The bond shall be in an amount equal to one hundred percent of the portion of the contract price that does not include the cost of operation, maintenance, and finance.

B. Performance Bond Requirement - SSA Bond Exception

For any contract that exceeds $49,999.99 a performance bond is required. In accordance with Connecticut General Statutes section 4a-60g(i), in lieu of a performance bond, a contractor awarded a contract may provide the awarding authority a Letter of Credit. Any such Letter of Credit or Performance Bond shall be in an amount equal to ten percent (10%) of the contract amount for any contract valued at less than $100,000 and in an amount equal to twenty-five percent (25%) of the contract amount for any contract that is valued at or in excess of $100,000. Failure to deliver said Letter of Credit or Performance bond within ten business days of the date of the notice of award, shall nullify and void such award.

C. Labor and Materials Bond Requirement - SSA Bond Exception

Pursuant to General Statutes §49-41(a), for any contract that **exceeds $100,000**, the contractor must furnish a bond in the amount of the contract for the protection of persons supplying labor or materials hereunder. Any such bond shall have as principal the name of the person awarded the contract and shall be binding upon the award of the contract to that person. In accordance with General Statutes §4a-60g(i), in lieu of a labor and materials bond, a State of Connecticut Set-Aside contractor awarded a contract may provide the Judicial Branch with a Letter of Credit. Any such Letter of Credit shall be in an amount equal to twenty-five (25%) of the contract amount for any contract that exceeds $100,000. Failure to deliver said Labor and Materials Bond or Letter of Credit within ten business days of the date of the Notice of Award shall nullify and void such award.

D. Reduction of Bond Amounts

The Chief Court Administrator may authorize the Judicial Branch to reduce the amount of performance and payment bonds up to fifty percent of the amounts established under A above. Reductions may be allowed for the following reasons:

1. Variations occurring between estimated quantities of work in a contract and actual quantities.
2. Suspension of work ordered by the Judicial Branch.
3. Site conditions differing from those indicated in the contract, or ordinarily encountered:
    i. when the contract is negotiated; or
    ii. when the parties have otherwise agreed with respect to the risk of differing site conditions.

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