

**CONTRACT FOR
2012 SRO DISTRICT-WIDE NEWSLETTERS PRINTING AND DELIVERY**

Contract #: JCLM12REG0033

CONTRACT, dated as of March 6, 2012 between Imperial Graphics Communications (The Contractor) and the Joint Committee on Legislative Management on behalf of the Connecticut General Assembly (CGA).

RECITALS

WHEREAS, the CGA desires to enter into this Contract for printing and delivery of the 2012 Senate Republican Office district-wide newsletters;

WHEREAS, the CGA solicited Proposals for printing and delivery of the 2012 Senate Republican Office district-wide newsletters;

WHEREAS, the Contractor submitted a Proposal for printing and delivery of the 2012 Senate Republican Office district-wide newsletters dated February 14, 2012;

WHEREAS, the CGA has, through a process conforming to the requirements of Connecticut General Statutes Section 2-71p, accepted the Proposal submitted by the Contractor;

NOW, therefore, in consideration of this Contract herein contained, the parties hereto agree as follows.

SCOPE OF WORK

1. The Contractor shall provide printing and delivery of the 2012 Senate Republican Office district-wide newsletters as specified in the CGA's Request for Proposal dated January 19, 2012 and outlined in the original Proposal response dated February 14, 2012.

2. The Request for Proposal dated January 19, 2012 and the Proposal dated February 14, 2012 are incorporated by reference into this Contract. Should there be any conflict between the above mentioned documents, the terms and conditions of this Contract shall take precedence.

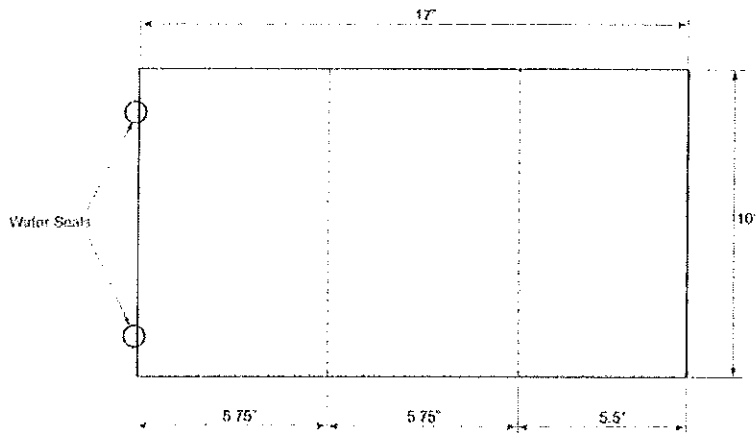
3. The Contractor shall provide the following services:

(a) Quantity: There will be a minimum of 29,000 newsletters printed for each republican senator during the term of this Contract. The majority of orders will fall within the range of

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35,000 to 39,000 pieces, done in increments of 500 for no fewer than fourteen (14) state senators. There is a possibility that the count may exceed 39,000 in a few districts as counts have not been finalized at this time. Newsletter counts will be included with each order placed. The CGA will not be responsible, nor pay for, overruns. Newsletters will be sent to the Contractor in varying quantities during the term of the Contract, with the majority to be printed after June 1, 2012 and prior to July 13, 2012. There is no guarantee that a set number will be ready to print at any given time. There is the possibility that as many as fourteen (14) newsletters will be sent to the Contractor at one time; in that event, the Contractor must have the capability to print and deliver the entire order in the time frame specified. Every effort will be made to release newsletters to the Contractor in groups of two and three in the event all fourteen (14) are not printed at once, but this may not be possible with every order. The Contractor is responsible for delivering the quantity ordered and will be held accountable in the event of a discrepancy in the final quantity delivered.

(b) Size: The open size of the printed piece (a three panel card mailer) shall be 17" wide x 10" high; the folded size is 5 3/4" wide x 10" high. There are two folds (see folding instructions and layout scheme below).



(c) Paper Stock: 65# Finch Opaque Cover, Bright White, Vellum Finish Paper. No substitutions will be accepted. It is the Contractor's responsibility to ensure that paper orders are processed in a timely fashion in order to meet the delivery deadline requirements of this Contract. Prior to the first newsletter printing, the Contractor shall provide a sample of the paper to be used. The Contractor shall be required to provide a copy of their purchase order and the invoice received from the paper company supplying the paper stock for this printing project. It is required that recycled paper meets or exceeds the standards and requirements mandated by state law in accordance with C.G.S. § 4a-67f.

(d) Color: Newsletters shall be two (2) color (black and 1 PMS) with an Aqueous coating designed for non-coated paper (AQUACRYL 1223 Lay Flat or comparable). Blue line or laser proofs must be provided by the Contractor within five (5) business days of receipt of newsletter files from the Senate Republican offices, and prior to the final printing of each newsletter.

(e) Format: Camera-ready artwork prepared in Macintosh Adobe InDesign CS5 software provided on CD-R disks to be picked up. Artwork may also be sent via e-mail or ftp server. All pre-press work shall be completed by the Contractor. Each newsletter mailer will vary. The text, photographs and artwork will be different for each newsletter.

(f) Wafer Seals: Two (2) translucent paper wafer seals are required for each newsletter piece one inch from each side. Wafer seals and tabbing must be included in proposed pricing. Wafer seals shall be placed perfectly flush with the side of the piece. Newsletter pieces with wafer seals that do not meet this specification will result in the print job being returned to the Contractor to be redone at their cost. Prior to the first newsletter printing, the Contractor shall provide a sample of the wafer seal to be used.

(g) Turn-around Time: The required total turn-around time for printing of each newsletter is ten (10) working days. Completed orders of printed pieces must be delivered in ten (10) working days from the date the Contractor picks up the job and receives the signed purchase order. Please note that the Contractor must receive a signed purchase order prior to printing any newsletter order. Pick up of orders, to be made in person by the Contractor, will be from the Senate Republican Graphic Design Office in Suite 3400 of the Legislative Office Building in Hartford, Connecticut. Hardcopy proofs shall be delivered to the Senate Republican Graphic Design Office for sign-off prior to the final printing no later than five (5) working days after receiving the print job. The Contractor shall complete the printing and delivery of each order within five (5) working days from the date of proof sign-off but in no event more than ten (10) days in total. On site pick-up and delivery must be included in the proposal pricing.

The Contractor must assign a printer's representative as a liaison to the Senate Republican Office to work on this printing project for the duration of the contract.

The Contractor shall inform the Senate Republican Office as to when each file will be on press and make any/all projects available for press check.

(h) Delivery: Delivery of all completed newsletter pieces shall be scheduled at least 24 hours prior to delivery, with an exact time of delivery to be agreed upon with Senate Republican

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staff member Joe Lemieux at 860-240-0281. Each newsletter shall be packed in its own box, with the newsletter contents of each box facing in the same direction. Completed newsletter orders must be delivered no later than ten (10) working days from the date that the purchase order was issued by the Office of Legislative Management. Delivery must be made to Room 405 on the 4th floor of the State Capitol building using the west entrance.

(k) Vendor Restrictions:

I. The Contractor is restricted from receiving a contract award for any other 2012 end of session (district-wide) newsletter projects issued by the Joint Committee on Legislative Management during the 2012 calendar year.

II. The Contractor is prohibited from subcontracting out any portion of the work to be completed under this Contract.

CONDITIONS

1. The following conditions shall be satisfied before a purchase order is authorized and performance by the Contractor can begin:

(a) The Contractor shall comply with all applicable federal, State of Connecticut, and local laws, rules, regulations, orders and ordinances in performing its obligations hereunder.

(b) The Contractor shall submit the following documentation with this Contract and on an annual basis, for the duration of this Contract:

(i.) Insurance: The Contractor shall submit sufficient commercial general liability insurance at levels, as delineated in this Contract. The Contractor shall name the State/CT General Assembly as an additional insured on the policy, shall provide a certificate of insurance or a copy of the policy and provide an endorsement indicating the State/CT General Assembly has been added to the policy as an additional insured prior to the effective date of this Contract. Insurance coverage shall be maintained during the time that any provisions survive the term of this Contract. The Contractor shall not begin performance until the delivery of the policy to the CGA. (Attachment 1)

(ii.) Nondiscrimination Form: The Contractor shall complete and submit the Nondiscrimination Certification pursuant to C.G.S. §4a-60(a) and C.G.S. §4a-

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60a(a). (Attachment 2)

(iii.) Background Check: The Contractor shall complete the State Capitol Police Department Background Check form for each employee that will be working onsite under this Contract. This form is included with this Contract and shall be submitted two weeks prior to the start of work. (Attachment 3)

2. Nondiscrimination Certification: Pursuant to C.G.S. §4a-60(a) and C.G.S. §4a-60a(a), the nondiscrimination provisions of the Connecticut General Statutes now include gender identity or expression as an existing protected classes and require State contractors to adopt policies in support of the new statutes by means of an affidavit or resolution. Accordingly, Attachment 2 is a form certification that the successful Contractor must deliver executed at the time that it executes this Contract. The execution and submittal of this certificate is a condition precedent to the State's executing this Contract, unless the Contractor is exempt from this statutory requirement, in which case the Contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

CONTRACT TERM

The term of this Contract shall commence upon date of execution of this Contract and end upon December 31, 2012, with the option to extend this Contract up to an additional one year upon mutual agreement of both parties.

COMPENSATION

The compensation for services hereunder shall be in accordance with the Proposal submitted by the Contractor, except as negotiated and amended in writing by both the CGA and the Contractor. All invoice(s) shall reflect the signed purchase order and the attached schedule of values included in Attachment 4. Newsletters may be cancelled during production at the discretion of the CGA; the cancellation fees detailed in Attachment 4 shall apply to newsletter orders placed via a signed purchase order and subsequently cancelled. No compensation will be made to the Contractor if a Senator(s) does not place an order.

A prepayment discount of 2% Discount, 10 Days applies to this Contract. There shall be no reimbursement for travel-related expenses.

Compensation under this Contract is contingent upon the appropriation of funds by the CT General Assembly.

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Payment is considered in accordance with CGS §4a-60j, if payments are made to small contractor(s) in arrears within 30 days of receipt of a properly prepared invoice. A small contractor shall receive payment on a contract awarded under C.G.S. §4a-60j, C.G.S. §4a-60g to C.G.S. §4a-60i, inclusive, no later than thirty (30) days from the due date of any such payment on such Contract. A properly prepared invoice is defined as a billing that is dated subsequent to the date the services have been received and that is accompanied by all the required information and supporting documentation. A properly prepared invoice shall include: the purchase order number, an invoice date, invoice number, and a separate invoice line per newsletter order. All invoices shall reflect the lines on the signed purchase order, including the last name of the legislator. Regarding Author's Alterations charges, a properly prepared invoice shall include: the number of alterations, the cost per alteration and the last name of the legislator for which an alteration has been made. The CGA reserves the right to reject invoices for payment if they are not considered properly prepared as defined above. Any early payment discount will be taken from the date of a receipt of a properly prepared invoice and all required supporting documentation.

For any amount that is required to be withheld under state or federal law, a payment is mailed or delivered in the proper amount on the date the amount may be released under applicable law.

SECURITY

All individuals working on behalf of CGA on the State Capitol or the Old State House campus shall sign in and out every time they leave or enter the premises with the CT State Capitol Police.

Background check forms shall be completed and provided to the CGA at the time of Contract execution and throughout the Contract term for employees who will be working on-site for more than one day and who will not be supervised by a representative of the CGA. Completed background check forms shall be accompanied by a photographic identification. The processing of a background check takes two to three weeks. If an employee of the Contractor is required to work on-site prior to the check having been completed and approved by the CGA, the employee(s) shall be supervised by a CGA representative during performance of work on-site. The Contractor shall notify the CGA immediately of any arrests of its employees as soon as the Contractor becomes aware of such occurrence.

LIQUIDATED DAMAGES

Liquidated damages will be incurred as a result of a Contract breach. By law, the three requisite conditions to establish any liquidated damages are that: (1) the damage from a breach of Contract was uncertain in amount or difficult to provide; (2) there was an advance intent by the parties to establish liquidating damages in the event of a Contract breach; and (3) the amount stipulated was

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reasonable. Hanson Development Co. v. East Great Plains Shopping Center, Inc. 485 A.2d 1296, 1300 (Conn. 1985).

The Contractor acknowledges that failure to deliver each newsletter within the required time frame would constitute a breach of the Contractor's obligation to the Senate Republican Office of the CGA and that said office would be harmed by such failure to deliver. If such default occurs in the timeliness of any newsletter delivery, the Contractor will forfeit twenty-five percent (25%) of the payment due for that newsletter printing. Should the Contractor's late delivery cause the Senate Republican Office to miss the July 13, 2012 mailing deadline, the Contractor shall forfeit one-hundred percent (100%) of the payment due for that newsletter printing. It is understood by both the Contractor and the Senate Republican Office that this amount has been established due to the difficulty in determining and establishing damages in the event that the Contractor does not meet the timelines required by this contract.

AMENDMENTS

No amendment to this Contract will be approved and valid until fully executed in writing by the CGA.

CORRESPONDENCE

Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person, or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of the Contractor to Jim Imwalle; Vice President-Partner; 600 Honeyspot Road; Stratford, CT 06615 and in the case of the CGA to Financial Administrator, Office of Legislative Management, 300 Capitol Avenue, Room 5100, Legislative Office Building, Hartford, CT 06106.

PERSONNEL

No person hired by the Contractor is an employee of the CGA. The Contractor acknowledges its duty to obtain, supervise, compensate, and take responsibility for the performance of its employees. Such responsibility shall also require adherence to all applicable state and federal laws and regulations, including but not limited to those concerning taxes, labor practices, wage rates, unemployment, non-discrimination, and worker's compensation insurance.

The Contractor shall employ on the premises only persons skilled and trained in the work assigned to them. CGA, in their sole discretion, can determine that any person employed by Contractor is not performing in accordance with the standards outlined in this Contract or the Request For Proposal dated January 19, 2012. Upon receiving written notification, The Contractor shall remove said employee from the facilities subject to this agreement and shall promptly substitute another

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employee. The Contractor shall promptly furnish qualified substitutes for any employees that, in the sole opinion of CGA, are unsatisfactory.

WARRANTIES

1. The Contractor warrants they have the requisite power and authority to enter into this Contract and to perform the obligations hereunder;
2. The Contractor warrants they have the requisite expertise and resources to fully perform the obligations under this Contract;
3. The Contractor warrants they will devote adequate personnel and resources to this project to perform all the services described in the Request For Proposal dated January 19, 2012, in the Proposal submitted February 15, 2012 and in accordance with the agreed upon timetable.
4. All work performed by the Contractor in accordance with this Contract shall be warranted by the Contractor as outlined below:

The parties agree and hereby state that any findings, written documentation, and research performed in whole or in part in connection with this Contract shall be the sole property of the CGA and copies of all information and materials developed in connection with this Contract shall be provided to the CGA immediately upon completion or upon request by the CGA.
5. Paper supplied under this Contract must be 65# Finch Opaque Cover, Bright White, Vellum Finish paper (cut with grain long).
6. The Contractor has full title, free of any security interest, to the goods and the goods do not infringe on any patent or trademarks.

INDEMNIFICATION

1. The Contractor shall be responsible for all injuries or damages to the Contractor's employees or agents incurred or sustained at the property while performing, or in any way associated with, their responsibilities as defined herein.
2. The Contractor shall indemnify, defend and hold harmless the State/CT General Assembly and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with this Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or the Contractor's parties; and (2) liabilities, damages, losses, costs and expenses, including but not

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limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, acts or this Contract. The Contractor shall use counsel reasonably acceptable to the State/CT General Assembly in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of this Contract.

3. The Contractor shall reimburse the State/CT General Assembly for any and all damages to the real or personal property of the State/CT General Assembly caused by the acts of the Contractor or any the Contractor's employees or agents. The State shall give the Contractor reasonable notice of any such claims.

4. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of this Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the acts giving rise to the claims and/or where the State/CT General Assembly is alleged or is found to have contributed to the acts giving rise to the claims.

5. The rights provided in this section for the benefit of the State/CT General Assembly shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a claim against a third party.

6. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

7. This section shall survive the termination, cancellation or expiration of this Contract, and shall not be limited by reason of any insurance coverage.

FORCE MAJEURE

The CGA and the Contractor shall not be excused from their duty to perform in accordance with this Contract except in the case of Force Majeure events and as otherwise provide for in this Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. These Force Majeure events are defined to be strikes, riots, civil commotions, acts of God, breakdowns of machinery, shortages of power, or drought.

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331 ENTIRETY OF CONTRACT

332 This Contract is the entire agreement between the parties with respect to its subject matter, and
333 supersedes all prior agreements, proposals, offers, and counteroffers and understandings of the
334 parties, whether written or oral. No alteration, modification or interpretation of this Contract shall be
335 binding unless in writing and signed by both parties. This Contract has been entered into after full
336 investigation, neither party relying upon any statement or representation by the other unless such
337 statement or representation is specifically embodied in this Contract.

339 SEVERABILITY

340 In the event that one or more provisions of this Contract are held unenforceable in the jurisdiction as
341 indicated below, the remaining provisions of this Contract will remain in full force unless agreed
342 otherwise by the parties in writing.

344 CHOICE OF LAW; CHOICE OF FORUM

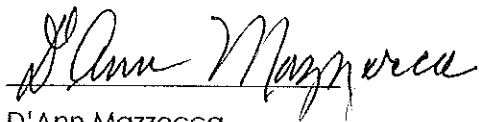
- 345 1. The law of the State of Connecticut shall be the law of this Contract, with or without reference
346 to principles of conflicts of laws.
- 347
- 348 2. The parties agree to adjudication by, and hereby waive any objection to the jurisdiction of,
349 such state and federal courts as are situated in Hartford, Connecticut.

350

351 The parties are signing this Contract on the date below their respective signatures.

352

353 Connecticut General Assembly

354 

356 D'Ann Mazzocca

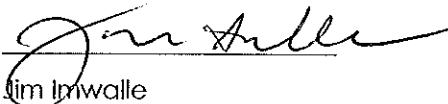
357 Executive Director

358 Joint Committee on Legislative Management

359 Date: 3/12/12

360

361 Imperial Graphics Communications

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364 Jim Inwalle

365 Its Vice President-Partner

366

367 Date: 3/09/2012

ATTACHMENT 4
SCHEDULE OF VALUES

2012 SRO DISTRICT-WIDE NEWSLETTERS PRINTING AND DELIVERY

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<u>Newsletter</u> <u>Quantity</u>	<u>2 Color w/</u> <u>Aqueous Coating</u>	<u>Newsletter</u> <u>Quantity</u>	<u>2 Color w/</u> <u>Aqueous Coating</u>
1. 29,000	\$2,295	14. 35,500	\$2,770
2. 29,500	\$2,335	15. 36,000	\$2,800
3. 30,000	\$2,375	16. 36,500	\$2,843
4. 30,500	\$2,405	17. 37,000	\$2,880
5. 31,000	\$2,440	18. 37,500	\$2,916
6. 31,500	\$2,477	19. 38,000	\$2,950
7. 32,000	\$2,514	20. 38,500	\$2,989
8. 32,500	\$2,551	21. 39,000	\$2,999
9. 33,000	\$2,600	22. 39,500	\$3,010
10. 33,500	\$2,625	23. 40,000	\$3,020
11. 34,000	\$2,675	24. 40,500	\$3,030
12. 34,500	\$2,698	25. 41,000	\$3,040
13. 35,000	\$2,735	26. 41,500	\$3,050
Add'l charge/ credit per 500 Newsletters	\$37	Author's Alterations charges	\$40 per Hour

Cancellation Fees: If work is cancelled in progress, the cost for materials and labor provided up to the time of the cancellation will be reimbursed by the CGA. There shall be no additional fees or penalties.

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