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**CONTRACT FOR
2012 HRO DISTRICT-WIDE NEWSLETTERS PRINTING & DELIVERY**
Contract #: JCLM12REG0032

CONTRACT, dated as of April 23, 2012 between The Pyne-Davidson Company (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 HRO district-wide newsletters;

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

WHEREAS, the Contractor submitted a Proposal for printing and delivery of the 2012 HRO district-wide newsletters dated March 22, 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 HRO district-wide newsletters as specified in the CGA's Request For Proposal dated February 24, 2012 and outlined in the original Proposal response dated March 22, 2012.
2. The Request for Proposal dated February 24, 2012 and the Proposal dated March 22, 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 5,000 newsletters, up to a possible maximum of 12,000 newsletters, printed for each republican representative during the term of this

Vendor Initials/Date: _____

39 Contract. Newsletter counts will be included with each order placed. The Joint
40 Committee on Legislative Management will not be responsible for, nor pay for, overruns or
41 under runs. Newsletters will be sent to the Contractor in varying quantities during the term
42 of the Contract, with the majority to be printed after June 1, 2012 and prior to July 13,
43 2012. There is no guarantee that a set number will be ready to print at any given time.
44 There is the possibility that as many as fifty-two newsletters could be sent to the Contractor
45 at one time. The Contractor shall be responsible for delivering the quantity ordered and
46 will be held accountable in the event of a discrepancy in the quantity delivered. Every
47 effort will be made to release newsletters to the Contractor in groups of two and three in
48 the event all newsletters are not printed at once, but this may not be possible with every
49 order.

50
51 b) Color: Newsletters shall be two (2) color (black and 1 PMS) on two sides with full bleeds on
52 all sides, as specified by the CGA. The Contractor shall deliver color accurate digital
53 proofs for each newsletter for approval within five (5) business days of receipt of the
54 newsletter files from the House Republican Office prior to the final printing of each
55 newsletter. Digital (HP, Epson) proofs must meet film-based proofing quality standards.
56 Failure to deliver proofs that accurately reflect the finished design will result in the
57 requirement that film-based proofs (traditional bluelines) be provided for each newsletter
58 at no additional cost.

59
60 c) Size: Newsletters shall be printed on both sides with a dimension of 11" x 17" and then
61 folded twice (folded in thirds).

62
63 d) Paper Stock: The following paper shall be used for this printing project: Husky or
64 Williamsburg 9 point vellum reply card. No substitutions will be accepted. It is the
65 Contractor's responsibility to ensure that paper orders are processed in a timely fashion in
66 order to meet the delivery deadline requirements of this Contract. Prior to the first
67 newsletter printing, the Contractor shall provide a sample of the paper to be used. The
68 Contractor shall be required to provide a copy of their purchase order and the invoice
69 received from the paper company supplying the paper stock for this printing project.

70
71 e) Wafer Seals: Two (2) transparent wafer seals (with center perforated for ease of opening)
72 are required for each newsletter piece one inch from each length-wide end. Wafer seals
73 and tabbing shall be included at no additional charge. Wafer seals shall be placed
74 perfectly flush with the side of the piece, with perforation centered for ease of opening.
75 Newsletter pieces with wafer seals that do not meet this specification will result in the print
76 job being returned to the Contractor to be redone at the Contractor's own cost. Prior to

Vendor Initials/Date: 

77 the first newsletter printing, the Contractor shall provide a sample of the wafer seal to be
78 used.
79

- 80 f) Format and Output: Newsletter files will be provided via FTP (preferred method), in a
81 QuarkXPress 7 (PC) or InDesign (PC) format (the Contractor shall be able to accept both
82 types). All photos and art will be pre-scanned for output at 300 d.p.i. and included as part
83 of the digital file. There is no limit on number of photographs and other artwork. The
84 Contractor must have the capability to accept files on CD, FTP, DVD, "Thumb drive" and
85 by electronic mail. No font substitution will be allowed without the written consent of
86 House Republican staff. The Contractor shall be responsible for all pre-press setup, which
87 may include ganging up multiple documents on a press sheet and inserting registration
88 marks. All pre-press work shall be completed by the Contractor. Each newsletter mailer
89 will vary. The text, photographs and artwork will be different for each newsletter.
90

91 All final (approved and ready for print, including author's alterations) versions of each of
92 the newsletters shall be saved in adobe .pdf format and returned to the House
93 Republican Office.
94

- 95 g) Turn-around Time: The required total turn-around time for printing of each newsletter is ten
96 (10) working days. The Contractor shall be responsible for the pick-up of newsletter files in-
97 person at the House Republican Office in the Legislative Office Building located in
98 Hartford, CT. Completed orders of printed pieces must be delivered in ten (10) working
99 days from the date the Contractor picks up the job and receives the signed purchase
100 order. Please note that the Contractor must receive a signed purchase order prior to
101 printing any newsletter order. Proofs shall be delivered to the House Republican Office for
102 sign-off prior to the final printing no later than five (5) working days after receiving the print
103 job. The Contractor shall complete the printing and delivery of each order within five (5)
104 working days from the date of proof sign-off, but in no event more than ten (10) days in
105 total.
106

107 The Contractor shall assign a printer's representative as a liaison to the House Republican
108 Office to work on this printing project for the duration of the Contract.
109

- 110 h) Delivery: There shall be no additional charge for on-site pickup and delivery. Delivery of all
111 completed newsletter pieces shall be scheduled at least 24 hours prior to delivery, with an
112 exact time of delivery to be agreed upon with a designated staff member of the House
113 Republican Office. Each newsletter shall be packed in its own box, with the newsletter
114 contents of each box facing in the same direction. Completed newsletter orders shall be

Vendor Initials/Date: 

115 delivered to the House Republican Caucus Room in the State Capitol building within ten
116 (10) working days from the date the purchase order was issued by the Office of Legislative
117 Management.
118

119 i) Vendor Restrictions:

120
121 i. The Contractor is restricted from receiving a contract award for any other 2012 end
122 of session (district-wide) newsletter projects issued by the Joint Committee on
123 Legislative Management during the 2012 calendar year.
124

125 ii. The Contractor is prohibited from subcontracting out any portion of the work to be
126 completed under this Contract.
127

128 CONDITIONS

129 1. The following conditions shall be satisfied before a purchase order is authorized and
130 performance by the Contractor can begin:
131

132 (a) The Contractor shall comply with all applicable federal, State of Connecticut, and
133 local laws, rules, regulations, orders and ordinances in performing its obligations
134 hereunder.
135

136 (b) The Contractor shall submit the following documentation with this Contract and on an
137 annual basis, for the duration of this Contract:
138

139 (i.) Insurance: The Contractor shall submit sufficient commercial general liability
140 insurance at levels, as delineated in this Contract. The Contractor shall name
141 the State/CT General Assembly as an additional insured on the policy, shall
142 provide a certificate of insurance or a copy of the policy and provide an
143 endorsement indicating the State/CT General Assembly has been added to
144 the policy as an additional insured prior to the effective date of this Contract.
145 Insurance coverage shall be maintained during the time that any provisions
146 survive the term of this Contract. The Contractor shall not begin performance
147 until the delivery of the policy to the CGA. (Attachment 1)
148

149 (ii.) Nondiscrimination Form: The Contractor shall complete and submit the
150 Nondiscrimination Certification pursuant to C.G.S. §4a-60(a) and C.G.S. §4a-
151 60a(a). (Attachment 2)
152

Vendor Initials/Date: 

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

157
158 2. Nondiscrimination Certification: Pursuant to C.G.S. §4a-60(a) and C.G.S. §4a-60a(a), the
159 nondiscrimination provisions of the Connecticut General Statutes now include gender identity
160 or expression as an existing protected classes and require State contractors to adopt policies
161 in support of the new statutes by means of an affidavit or resolution. Accordingly, Attachment
162 2 is a form certification that the successful Contractor must deliver executed at the time that it
163 executes this Contract. The execution and submittal of this certificate is a condition
164 precedent to the State's executing this Contract, unless the Contractor is exempt from this
165 statutory requirement, in which case the Contractor must obtain a written waiver from the
166 State's Commission on Human Rights and Opportunities.

167
168 CONTRACT TERM

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

172
173 COMPENSATION

174 The compensation for services hereunder shall be in accordance with the Proposal submitted by the
175 Contractor, except as negotiated and amended in writing by both the CGA and the Contractor. All
176 invoice(s) shall reflect the signed purchase order and the attached schedule of values included in
177 Attachment 4. Newsletters may be cancelled during production at the discretion of the CGA; the
178 cancellation fees detailed in Attachment 4 shall apply to newsletter orders placed via a signed
179 purchase order and subsequently cancelled. No compensation will be made to the Contractor if a
180 representative does not place an order. No prepayment discount applies to this Contract. There
181 shall be no reimbursement for travel-related expenses.

182
183 Compensation under this Contract is contingent upon the appropriation of funds by the CT General
184 Assembly.

185
186 Payment is considered in accordance with CGS §4a-60j, if payments are made to small contractor(s)
187 in arrears within 30 days of receipt of a properly prepared invoice. A small contractor shall receive
188 payment on a contract awarded under C.G.S. §4a-60j, C.G.S. §4a-60g to C.G.S. §4a-60i, inclusive, no
189 later than thirty (30) days from the due date of any such payment on such Contract.

Vendor Initials/Date: 

190 As such, payments shall be made in arrears within 30 days of receipt of a properly prepared invoice.
191 A properly prepared invoice is defined as a billing that is dated subsequent to the date the services
192 have been received and that is accompanied by all the required information and supporting
193 documentation. A properly prepared invoice shall include: the purchase order number, an invoice
194 date, invoice number, and a separate invoice line per newsletter order. All invoices shall reflect the
195 lines on the signed purchase order, including the last name of the legislator. Regarding Author's
196 Alterations charges, a properly prepared invoice shall include: the number of alterations, the cost per
197 alteration and the last name of the legislator for which an alteration has been made. The CGA
198 reserves the right to reject invoices for payment if they are not considered properly prepared as
199 defined above.

200
201 For any amount that is required to be withheld under state or federal law, a payment is mailed or
202 delivered in the proper amount on the date the amount may be released under applicable law.

203

204 SECURITY

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

208

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

218

219 LIQUIDATED DAMAGES

220 Liquidated damages will be incurred as a result of a Contract breach. By law, the three requisite
221 conditions to establish any liquidated damages are that: (1) the damage from a breach of Contract
222 was uncertain in amount or difficult to provide; (2) there was an advance intent by the parties to
223 establish liquidating damages in the event of a Contract breach; and (3) the amount stipulated was
224 reasonable. Hanson Development Co. v. East Great Plains Shopping Center, Inc. 485 A.2d 1296, 1300
225 (Conn. 1985).

226

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227 The Contractor acknowledges that failure to deliver each newsletter within the required time frame
228 would constitute a breach of the Contractor's obligation to the House Republican Office of the CGA
229 and that said office would be harmed by such failure to deliver. If such default occurs in the
230 timeliness of any newsletter delivery, the Contractor will forfeit twenty-five percent of the payment
231 due for that newsletter printing. Should the Contractor's late delivery cause the House Republican
232 Office to miss the July 13, 2012 mailing deadline, the Contractor will forfeit one-hundred percent
233 (100%) of the payment due for that newsletter printing. It is understood by both the Contractor and
234 the House Republican Office of the CGA that this amount has been established due to the difficulty
235 in determining and establishing damages in the event that the Contractor does not meet the time
236 lines required by this contract.

237

238 AMENDMENTS

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

240

241 CORRESPONDENCE

242 Any notice or other communication required or permitted hereunder shall be in writing and shall be
243 deemed effective when delivered in person, or, if mailed, on the date of deposit in the mail, postage
244 prepaid, addressed, in the case of the Contractor to Daniel J. Davidson; President; The Pyne-
245 Davidson Company; 237 Weston Street; Hartford, CT 06120 and in the case of the CGA to Financial
246 Administrator, Office of Legislative Management, 300 Capitol Avenue, Room 5100, Legislative Office
247 Building, Hartford, CT 06106.

248

249 PERSONNEL

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

255

256 The Contractor shall employ on the premises only persons skilled and trained in the work assigned to
257 them. CGA, in their sole discretion, can determine that any person employed by Contractor is not
258 performing in accordance with the standards outlined in this Contract or the Request For Proposal
259 dated February 24, 2012. Upon receiving written notification, The Contractor shall remove said
260 employee from the facilities subject to this agreement and shall promptly substitute another
261 employee. The Contractor shall promptly furnish qualified substitutes for any employees that, in the
262 sole opinion of CGA, are unsatisfactory.

263

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Vendor Initials/Date:



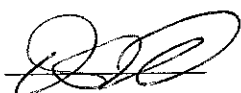
265 WARRANTIES

- 266 1. The Contractor warrants they have the requisite power and authority to enter into this
267 Contract and to perform the obligations hereunder;
268
- 269 2. The Contractor warrants they have the requisite expertise and resources to fully perform the
270 obligations under this Contract;
271
- 272 3. The Contractor warrants they will devote adequate personnel and resources to this project to
273 perform all the services described in the Request For Proposal dated February 24, 2012, in the
274 Proposal submitted March 23, 2012 and in accordance with the agreed upon timetable.
275
- 276 4. The paper supplied under this Contract must be of the following brand names: Husky or
277 Williamsburg 9 point vellum reply card.
278
- 279 5. The Contractor has full title, free of any security interest, to the goods and the goods do not
280 infringe on any patent or trademarks.
281

282 INDEMNIFICATION

- 283 1. The Contractor shall be responsible for all injuries or damages to the Contractor's employees
284 or agents incurred or sustained at the property while performing, or in any way associated
285 with, their responsibilities as defined herein.
286
- 287 2. The Contractor shall indemnify, defend and hold harmless the State/CT General Assembly and
288 its officers, representatives, agents, servants, employees, successors and assigns from and
289 against any and all (1) claims arising, directly or indirectly, in connection with this Contract,
290 including the acts of commission or omission (collectively, the "Acts") of the Contractor or the
291 Contractor's parties; and (2) liabilities, damages, losses, costs and expenses, including but not
292 limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection
293 with claims, acts or this Contract. The Contractor shall use counsel reasonably acceptable to
294 the State/CT General Assembly in carrying out its obligations under this section. The
295 Contractor's obligations under this section to indemnify, defend and hold harmless against
296 claims includes claims concerning confidentiality of any part of or all of the bid or any records,
297 any intellectual property rights, other proprietary rights of any person or entity, copyrighted or
298 uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or
299 appliances furnished or used in the performance of this Contract.
- 300 3. The Contractor shall reimburse the State/CT General Assembly for any and all damages to the
301 real or personal property of the State/CT General Assembly caused by the acts of the

Vendor Initials/Date:



302 Contractor or any the Contractor's employees or agents. The State shall give the Contractor
303 reasonable notice of any such claims.

304

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

310

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

314

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

318

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

321


322 FORCE MAJEURE

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

329

330 ENTIRETY OF CONTRACT

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

Vendor Initials/Date: 

337 SEVERABILITY

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

341

342 CHOICE OF LAW; CHOICE OF FORUM

343 1. The law of the State of Connecticut shall be the law of this Contract, with or without reference
344 to principles of conflicts of laws.

345

346 2. The parties agree to adjudication by, and hereby waive any objection to the jurisdiction of,
347 such state and federal courts as are situated in Hartford, Connecticut.

348

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

350

351 Connecticut General Assembly

352

353



354 D'Ann Mazzocca

355 Executive Director

356 Joint Committee on Legislative Management

357

Date: 5/10/12

358

359 The Pyne-Davidson Company

360

361



362 Daniel J. Davidson

363 Its President

364

Date: 5/1/12

365

ATTACHMENT 4

SCHEDULE OF VALUES

2012 HRO District-wide Newsletters Printing & Delivery

JCLM12REG0032

<u>Quantity</u>	<u>2 Color (Black and 1 PMS)</u>
5,000	\$523
7,000 – 7,500	\$665
7,501 – 8,000	\$697
8,001 – 8,500	\$728
8,501 – 9,000	\$757
9,001 – 9,500	\$790
9,501 – 10,000	\$810
10,001 – 10,500	\$839
10,501 – 11,000	\$870
11,001 – 11,500	\$902
11,501 – 12,000	\$933
Author's Alterations	\$92 per Hour
Additional Charge/Credit per 500 Newsletters	\$31

Cancellation fees in the amount of \$125 per hour will be incurred for any prepress work done to date prior to the cancellation of the order and any paper restocking fees.

Vendor Initials/Date:

