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**CONTRACT FOR**  
**2012 SDO DISTRICT-WIDE NEWSLETTERS PRINTING & DELIVERY** 112 MAY 16 AM 9:55

Contract #: JCLM12REG0031

5 CONTRACT, dated as of May 10, 2012 between ABC Printing, Inc. (The Contractor) and the Joint  
6 Committee on Legislative Management on behalf of the Connecticut General Assembly (CGA).  
7

8 RECITALS

9 WHEREAS, the CGA desires to enter into this Contract for printing and delivery of the 2012 Senate  
10 Democrats' Office (SDO) district-wide newsletters;

11  
12 WHEREAS, the CGA solicited Proposals for printing and delivery of the 2012 SDO district-wide  
13 newsletters;

14  
15 WHEREAS, the Contractor submitted a Proposal for printing and delivery of the 2012 SDO district-wide  
16 newsletters dated April 19, 2012;

17  
18 WHEREAS, the CGA has, through a process conforming to the requirements of Connecticut General  
19 Statutes Section 2-71p, accepted the Proposal submitted by the Contractor;

20  
21 NOW, therefore, in consideration of this Contract herein contained, the parties hereto agree as  
22 follows.  
23

24 SCOPE OF WORK

25 1. The Contractor shall provide printing and delivery of the 2012 SDO district-wide newsletters as  
26 specified in the CGA's Request For Proposal dated March 20, 2012 and outlined in the original  
27 Proposal response dated April 19, 2012.

28  
29 2. The Request for Proposal dated March 20, 2012 and the Proposal dated April 19, 2012 are  
30 incorporated by reference into this Contract. Should there be any conflict between the  
31 above mentioned documents, the terms and conditions of this Contract shall take  
32 precedence.  
33

34 3. The Contractor shall provide the following services:

- 35 a) Quantity: There will be an average of 36,579 newsletters printed for each senator  
36 during the term of this Contract. Newsletter counts will be included with each order  
37 placed. The CGA will not be responsible for, nor pay for, overruns or under runs. Digital  
38 files (as described in subsection (e) below) will be available in two or more sets of

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39 newsletters from early June to early July 2012. Although an attempt will be made to  
40 group sets of newsletters in similar quantities, there is no guarantee that a specific  
41 number will be ready to print in any one of those sets. The Contractor is responsible for  
42 delivering the quantity ordered and will be held accountable in the event of a  
43 discrepancy in the quantity delivered.

- 44
- 45 b) Size: The size of the newsletter is 11" x 17", to be scored and tri-folded to 11" x 5.75"  
46 (approximately).
- 47
- 48 c) Paper Stock: Cougar Smooth 100 lb. Text (white) shall be used for this printing project.  
49 No substitutions will be accepted. It is the Contractor's responsibility to ensure that  
50 paper orders are processed in a timely fashion in order to meet the delivery deadline  
51 requirements of this Contract. The Contractor shall be required to provide a copy of  
52 their purchase order and the invoice received from the paper company supplying the  
53 paper stock for this printing project.
- 54
- 55 d) Color: 2/2 for all newsletters (black + one PMS match on two sides) with full bleeds.  
56 Expect material to include duotones. Color proofs shall be provided by the Contractor  
57 within two business days of receipt of newsletter files from the Senate Democrats'  
58 offices prior to the final printing of each newsletter.
- 59
- 60 e) Format and Output: The Contractor will be supplied with digital art in (Macintosh)  
61 InDesign CS5 (7.0) format via FTP. All photographs and art will be pre-scanned for  
62 output at 150-line screen and included as part of the digital file. Appropriate Postscript  
63 or OpenType fonts will be included. Each mailer will vary and include different text,  
64 photographs and artwork.
- 65
- 66 f) Wafer Seals: The Contractor shall affix two non-perforated translucent paper wafer  
67 seals on the top edge of each finished, folded newsletter to meet U.S. mailing  
68 requirements for automation-compatible, letter-size mail. Newsletter pieces with wafer  
69 seals that do not meet this specification will result in the print job being returned to the  
70 Contractor to be redone at its cost. Prior to the first newsletter printing, the Contractor  
71 will be required to provide a sample of the wafer seal to be used. Wafer seals shall be  
72 included at no additional cost.
- 73
- 74 g) Press Checks: Representatives of the Senate Democrats' office reserve the right to  
75 attend press checks on any and all jobs if desired.

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76 h) Turn-around Time: Final printed newsletter pieces are required to be completed and  
77 delivered within eight (8) working days from the date the Contractor receives a call or  
78 E-mail communication to either pick up the files for each job or receives notification  
79 that the files have been uploaded to the Contractor's file server. Proofs shall be  
80 delivered for sign-off within two days after receiving the print job prior to the final  
81 printing. On-site pick-up and delivery shall be included at no additional cost.

82  
83 i) Delivery & Packaging: Completed editions of newsletters shall be packaged in U.S.  
84 Postal Service EMM mail trays with sleeves and delivered to the State Capitol, Room  
85 016, 210 Capitol Avenue, Hartford, Connecticut (this office is located in the Capitol  
86 basement with street-level ramp to elevator access, with no loading dock availability).

87  
88 j) Time Deadlines: The substantial majority of newsletters are required to be printed and  
89 mailed out no later than July 13, 2012. Due to the strict mailing regulations of the  
90 Connecticut General Assembly, the ability to deliver high quality newsletters on time as  
91 outlined in section (h) is of critical importance in performing the requirements of this  
92 Contract. The Contractor shall assign a printer's representative as a liaison to the  
93 Senate Democrats to work on this printing project during the term of this contract.

94  
95 k) Vendor Restrictions:

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

99 ii. The Contractor is prohibited from subcontracting out any portion of the work to  
100 be completed under this contract.

101  
102 CONDITIONS

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

105  
106 (a) The Contractor shall comply with all applicable federal, State of Connecticut, and  
107 local laws, rules, regulations, orders and ordinances in performing its obligations  
108 hereunder.

109  
110 (b) The Contractor shall submit the following documentation with this Contract and on an  
111 annual basis, for the duration of this Contract:

112  
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113 (i.) Insurance: The Contractor shall submit sufficient commercial general liability  
114 insurance at levels, as delineated in this Contract. The Contractor shall name  
115 the State/CT General Assembly as an additional insured on the policy, shall  
116 provide a certificate of insurance or a copy of the policy and provide an  
117 endorsement indicating the State/CT General Assembly has been added to  
118 the policy as an additional insured prior to the effective date of this Contract.  
119 Insurance coverage shall be maintained during the time that any provisions  
120 survive the term of this Contract. The Contractor shall not begin performance  
121 until the delivery of the policy to the CGA. (Attachment 1)

122  
123 (ii.) Nondiscrimination Form: The Contractor shall complete and submit the  
124 Nondiscrimination Certification pursuant to C.G.S. §4a-60(a) and C.G.S. §4a-  
125 60a(a). (Attachment 2)

126  
127 (iii.) Gift and Campaign Contribution Ban Acknowledgement Form: The Contractor  
128 shall complete and submit the Gift and Campaign Contribution Ban  
129 Acknowledgement Form pursuant to C.G.S. §4-250; C.G.S. §4-252(c); and  
130 C.G.S. §9-612(g)(2) and any subsequent amendments to this section. Please  
131 refer to the following website for additional information:  
132 <http://www.cga.ct.gov/olm/bids2.asp> (Attachment 3)

133  
134 (iv.) Background Check: The Contractor shall complete the State Capitol Police  
135 Department Background Check form for each employee that will be working  
136 onsite under this Contract. This form is included with this Contract two weeks  
137 prior to the start of work. (Attachment 4)

138  
139 2. Nondiscrimination Certification: Pursuant to C.G.S. §4a-60(a) and C.G.S. §4a-60a(a), the  
140 nondiscrimination provisions of the Connecticut General Statutes now include gender identity  
141 or expression as an existing protected classes and require State contractors to adopt policies  
142 in support of the new statutes by means of an affidavit or resolution. Accordingly, Attachment  
143 2 is a form certification that the successful Contractor must deliver executed at the time that it  
144 executes this Contract. The execution and submittal of this certificate is a condition  
145 precedent to the State's executing this Contract, unless the Contractor is exempt from this  
146 statutory requirement, in which case the Contractor must obtain a written waiver from the  
147 State's Commission on Human Rights and Opportunities.

148  
149 3. Campaign Contribution Ban- With regard to a state contract as defined in C.G.S. §4-250;  
150 C.G.S. §4-252(c); and C.G.S. §9-612(g)(2) having a value in a calendar year of \$50,000 or

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151 more or a combination or series of such agreements of Contracts having a value of \$100,000  
152 or more, the authorized signatory to this submission in response to the state's solicitation  
153 expressly acknowledges receipt of the State Elections Enforcement Commissions' notice  
154 advising state contractors of state campaign contributions and solicitation prohibitions, and  
155 will inform its principals of the contents of this notice.  
156

- 157 4. Gift Restrictions - Pursuant to in C.G.S. §4-252, the Contractor shall complete and submit the  
158 certification provided by the CGA that no gifts were made between the date that the CGA  
159 began planning the project, services, procurement, lease or licensing arrangement covered  
160 by this Contract and the date of execution of this Contract, by (A) such person, firm,  
161 corporation, (B) any principals and key personnel of the person, firm or corporation, who  
162 participated substantially in preparing the Bid or Proposal or the negotiation of this Contract,  
163 or (C) any agent of such person, firm, corporation or principals and key personnel, who  
164 participated substantially in preparing the Bid or Proposal or the negotiation of this Contract,  
165 to (i) any public official or state employee of the CGA soliciting Bids or Proposals for this  
166 Contract, who participated substantially in the preparation of the bid solicitation or request for  
167 Proposals for this Contract or the negotiation or award of this Contract, of (ii) any public  
168 official or state employee of any other state agency, who has supervisory or appointing  
169 authority over the CGA.  
170

171 CONTRACT TERM

172 The term of this Contract shall commence upon date of execution of this Contract and end upon  
173 December 31, 2012, with the option to extend this Contract up to an additional one year upon  
174 mutual agreement of both parties.  
175

176 COMPENSATION

177 The compensation for services hereunder shall be in accordance with the Proposal submitted by the  
178 Contractor, except as negotiated and amended in writing by both the CGA and the Contractor. All  
179 invoice(s) shall reflect the signed purchase order and the attached schedule of values included in  
180 Attachment 5. Newsletters may be cancelled during production at the discretion of the CGA; the  
181 cancellation fees detailed in Attachment 5 shall apply to newsletter orders placed via a signed  
182 purchase order and subsequently cancelled. No compensation will be made to the Contractor if a  
183 senator(s) does not place an order. No prepayment discount applies to this Contract. There shall be  
184 no reimbursement for travel-related expenses.  
185

186 Compensation under this Contract is contingent upon the appropriation of funds by the CT General  
187 Assembly.  
188

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

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

240

241 CHANGE ORDERS

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

243

244 CORRESPONDENCE

245 Any notice or other communication required or permitted hereunder shall be in writing and shall be  
246 deemed effective when delivered in person, or, if mailed, on the date of deposit in the mail, postage  
247 prepaid, addressed, in the case of the Contractor to Sai Vadala; President; ABC Printing, Inc.; 875  
248 Foxon Road; East Haven, CT 06513 and in the case of the CGA to Financial Administrator, Office of  
249 Legislative Management, 300 Capitol Avenue, Room 5100, Legislative Office Building, Hartford, CT  
250 06106.

251

252 PERSONNEL

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

258

259 The Contractor shall employ on the premises only persons skilled and trained in the work assigned to  
260 them. CGA, in their sole discretion, can determine that any person employed by Contractor is not  
261 performing in accordance with the standards outlined in this Contract or the Request For Proposal  
262 dated March 20, 2012. Upon receiving written notification, The Contractor shall remove said  
263 employee from the facilities subject to this agreement and shall promptly substitute another

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

266

267 WARRANTIES

- 268 1. The Contractor warrants they have the requisite power and authority to enter into this  
269 Contract and to perform the obligations hereunder;
- 270
- 271 2. The Contractor warrants they have the requisite expertise and resources to fully perform the  
272 obligations under this Contract;
- 273
- 274 3. The Contractor warrants they will devote adequate personnel and resources to this project to  
275 perform all the services described in the Request For Proposal dated March 20, 2012, in the  
276 Proposal dated April 19, 2012 and in accordance with the agreed upon timetable.
- 277
- 278 4. Paper supplied under this Contract shall be of the following brand names: Cougar Smooth 100  
279 lb. Text (white)
- 280
- 281 5. The Contractor has full title, free of any security interest, to the goods and the goods do not  
282 infringe on any patent or trademarks.

283

284 INDEMNIFICATION

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

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- 302 3. The Contractor shall reimburse the State/CT General Assembly for any and all damages to the  
303 real or personal property of the State/CT General Assembly caused by the acts of the  
304 Contractor or any the Contractor's employees or agents. The State shall give the Contractor  
305 reasonable notice of any such claims.  
306
- 307 4. The Contractor's duties under this section shall remain fully in effect and binding in  
308 accordance with the terms and conditions of this Contract, without being lessened or  
309 compromised in any way, even where the Contractor is alleged or is found to have merely  
310 contributed in part to the acts giving rise to the claims and/or where the State/CT General  
311 Assembly is alleged or is found to have contributed to the acts giving rise to the claims.  
312
- 313 5. The rights provided in this section for the benefit of the State/CT General Assembly shall  
314 encompass the recovery of attorneys' and other professionals' fees expended in pursuing a  
315 claim against a third party.  
316
- 317 6. The Contractor shall not be responsible for indemnifying or holding the State harmless from  
318 any liability arising due to the negligence of the State or any other person or entity acting  
319 under the direct control or supervision of the State.  
320
- 321 7. This section shall survive the termination, cancellation or expiration of this Contract, and shall  
322 not be limited by reason of any insurance coverage.  
323

324 FORCE MAJEURE

325 The CGA and the Contractor shall not be excused from their duty to perform in accordance with this  
326 Contract except in the case of Force Majeure events and as otherwise provide for in this Contract. In  
327 the case of any such exception, the nonperforming party shall give immediate written notice to the  
328 other, explaining the cause and probable duration of any such nonperformance. These Force  
329 Majeure events are defined to be strikes, riots, civil commotions, acts of God, breakdowns of  
330 machinery, shortages of power, or drought.  
331

332 ENTIRETY OF CONTRACT

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

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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.

343

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 

355 D'Ann Mazocco

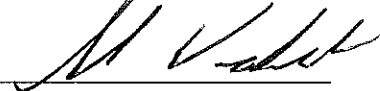
356 Executive Director

357 Joint Committee on Legislative Management

358 Date: 5/18/12

359

360 ABC Printing, Inc.

361 

362 Sal Vadala

363 Its President

364 Date: 5/15/12

365

**ATTACHMENT 5  
SCHEDULE OF VALUES**

2012 SDO DISTRICT-WIDE NEWSLETTERS PRINTING & DELIVERY  
JCLM12REG0031

<b>Newsletter Quantity</b>	<b>2 Color</b>	<b>Newsletter Quantity</b>	<b>2 Color</b>
1. 28,000	\$2,332	14.34,500	\$2,808
2. 28,500	\$2,369	15.35,000	\$2,845
3. 29,000	\$2,406	16.35,500	\$2,881
4. 29,500	\$2,443	17.36,000	\$2,918
5. 30,000	\$2,479	18.36,500	\$2,955
6. 30,500	\$2,516	19.37,000	\$2,990
7. 31,000	\$2,552	20.37,500	\$3,028
8. 31,500	\$2,588	21.38,000	\$3,064
9. 32,000	\$2,626	22.38,500	\$3,101
10. 32,500	\$2,662	23.39,000	\$3,137
11. 33,000	\$2,699	24.39,500	\$3,174
12. 33,500	\$2,735	25.40,000	\$3,210
13. 34,000	\$2,771		
Additional Charge/Credit per 500 Newsletters	\$36	Author's Alterations Charges	\$60 per Hour

**Cancellation Fees:**

1. Order placed but not yet worked on – No Charge
2. Order placed and proofs output - \$100
3. Proofs approved but job has not gone to press - \$200
4. Job printed but not folded – Total minus \$6/m
5. Job completed but not delivered – No Discount

Vendor Initials/Date: \_\_\_\_\_

