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4. Pyne shall provide the following services:

- a) Quantity: There will be an average of 35,500 newsletters printed for each democratic senator during the term of this Contract. Actual counts will be included with each order placed. The CGA will not be responsible for, nor pay for, overruns or under runs. Digital files (as described in subsection (e) below) will be available in two or more sets of newsletters from October to early December 2011. Although an attempt will be made to group sets of newsletters in similar quantities, there is no guarantee that a specific number will be ready to print in any one of those sets. Pyne is responsible for delivering the quantity ordered and will be held accountable in the event of a discrepancy in the quantity delivered.
- b) Size: The size of the newsletter is 11" x 17", to be scored and tri-folded to 11" x 5.75" (approximately).
- c) Paper Stock: Cougar Smooth 100 lb. Text (white) must be used for this printing project. No substitutions will be accepted. It is Pyne's responsibility to ensure that paper orders are processed in a timely fashion in order to meet the delivery deadline requirements of this Contract. Pyne shall provide a copy of their purchase order and the invoice received from the paper company supplying the paper stock for this printing project.
- d) Color: 2/2 for all newsletters (black + one PMS match on two sides) with full bleeds. Expect material to include duotones. Color proofs must be provided by Pyne within three business days of receipt of newsletter files from the Senate Democratic offices prior to the final printing of each newsletter.
- e) Format and Output: Pyne will be supplied with digital art in (Macintosh) InDesign CS5 (7.0) format on CD-ROM, DVD or via FTP. All photographs and art will be pre-scanned for output at 150-line screen and included as part of the digital file. Appropriate Postscript or OpenType fonts will be included. Each mailer will vary and include different text, photographs and artwork.
- f) Wafer Seals: Pyne shall affix two translucent paper wafer seals on the top edge of each finished, folded newsletter to meet U.S. mailing requirements for automation-compatible, letter-size mail. Newsletter pieces with wafer seals that do not meet this specification will result in the print job being returned to Pyne to be redone at their cost. Prior to the first newsletter printing, Pyne shall provide a sample of the wafer seal to be used.

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- 75 g) Press Checks: Representatives of the Senate Democratic office reserve the right to attend
76 press checks on any and all jobs if desired.
77
- 78 h) Turn-around Time: Final printed newsletter pieces shall be completed and delivered within
79 ten (10) working days from the date Pyne receives a call or E-mail communication to
80 either pick up the files for each job or receives notification that the files have been
81 uploaded to Pyne's file server. Proofs shall be delivered for sign-off three days after
82 receiving the print job prior to the final printing. On-site pick-up and delivery is included in
83 the proposal pricing.
84
- 85 i) Delivery & Packaging: Completed newsletters shall be delivered in cartons to the State
86 Capitol, Room 016, 210 Capitol Avenue, Hartford, Connecticut (this office is located in the
87 Capitol basement with street-level ramp to elevator access, with no loading dock
88 availability). Each newsletter shall be packed in its own, labeled box, with the newsletter
89 contents of each box facing in the same direction.
90
- 91 j) Time Deadlines: Due to the strict mailing regulations of the Connecticut General
92 Assembly, the ability to deliver all newsletters on time is of critical importance to this
93 Contract. The ability to deliver high quality newsletters on time as outlined in section (h) is
94 of critical importance in performing the requirements of this Contract. Pyne shall assign a
95 printer's representative as a liaison to the Senate Democrats to work on this printing
96 project during the term of this Contract.
97
- 98 k) Vendor Restrictions: Pyne is prohibited from subcontracting out any portion of the work to
99 be completed under this contract.
100

101 CONDITIONS

- 102 1. The following conditions shall be satisfied before a purchase order is authorized and
103 performance by Pyne can begin:
104
- 105 (a) All parties must review and approve the proposed work and work schedule.
106
- 107 (b) Pyne shall comply with all applicable federal, State of Connecticut, and local laws,
108 rules, regulations, orders and ordinances in performing its obligations hereunder.
109
110

111 (c) Pyne shall submit the following documentation with this Contract and on an annual
112 basis, for the duration of this Contract:

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

123
124 (ii.) Nondiscrimination Form: Pyne shall complete and submit the Nondiscrimination
125 Certification pursuant to Public Act 07-142 and Public Act 07-245. Attachment 2
126

127 (iii.) Gift and Campaign Contribution Ban Acknowledgement Form: Pyne shall
128 complete and submit the Gift and Campaign Contribution Ban
129 Acknowledgement Form pursuant to Public Act 07-1, Conn. Gen. Stat. Sec. 4-
130 252 and any subsequent amendments to this section. The planning date which
131 should be referenced in the affidavit is October 1, 2010. Please refer to the
132 following website for additional information:
133 <http://www.cga.ct.gov/olm/bids2.asp> Attachment 3
134

135 (iv.) Background Check: Pyne shall complete the State Capitol Police Department
136 Background Check form for each employee that will be working onsite under
137 this Contract. This form is included with this Contract and shall be submitted
138 two weeks prior to the start of work. Attachment 4
139

140 2. Nondiscrimination Certification: Public Act 07-142 and Public Act 07-245 have amended the
141 nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the
142 existing protected classes and to require State contractors to adopt policies in support of the
143 new statutes by means of a resolution. Accordingly, attachment 1 is a form certification that
144 the successful contractor must deliver executed at the time that it executes this Contract. The
145 execution and submittal of this certificate is a condition precedent to the State's executing
146 this Contract, unless the contractor is exempt from this statutory requirement, in which case
147 the contractor must obtain a written waiver from the State's Commission on Human Rights
148 and Opportunities.

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149 3. Campaign Contribution Ban - With regard to a state contract as defined in P.A. 07-01 having
150 a value in a calendar year of \$50,000 or more or a combination or series of such agreements
151 of contracts having a value of \$100,000 or more, the authorized signatory to this submission in
152 response to the state's solicitation expressly acknowledges receipt of the State Elections
153 Enforcement Commissions' notice advising state contractors of state campaign contributions
154 and solicitation prohibitions, and will inform its principals of the contents of this notice.

155
156 4. Gift Restrictions - Pursuant to Conn. Gen. Stat. 4-252, Pyne shall complete and submit the
157 certification provided by the CGA that no gifts were made between October 1, 2010 the
158 date that the CGA began planning the project, services, procurement, lease or licensing
159 arrangement covered by this Contract and the date of execution of this Contract, by (A)
160 such person, firm, corporation, (B) any principals and key personnel of the person, firm or
161 corporation, who participated substantially in preparing the bid or proposal or the negotiation
162 of this Contract, or (C) any agent of such person, firm, corporation or principals and key
163 personnel, who participated substantially in preparing the bid or proposal or the negotiation
164 of this Contract, to (i) any public official or state employee of the CGA soliciting bids or
165 proposals for this Contract, who participated substantially in the preparation of the bid
166 solicitation or request for proposals for this Contract or the negotiation or award of this
167 Contract, or (ii) any public official or state employee of any other state agency, who has
168 supervisory or appointing authority over the CGA.

169

170 CONTRACT TERM

171 The term of this Contract shall commence upon date of execution of this Contract and end upon
172 December 31, 2011, with the option to extend this Contract up to an additional one year upon
173 mutual agreement of both parties.

174

175 Pyne shall provide a materials and workmanship warranty for the period of the contract term. This
176 warranty shall expire approximately December 31, 2011.

177

178 COMPENSATION

179 The compensation for services hereunder shall be in accordance with the Proposal submitted by
180 Pyne, except as negotiated and amended in writing by both the CGA and Pyne, and upon receipt
181 of properly prepared invoice(s). All invoice(s) shall reflect the schedule of values included in
182 Attachment 6 and the signed purchase order. Newsletters may be cancelled during production at
183 the discretion of the CGA; the cancellation fees detailed in Attachment 6 shall apply to newsletter
184 orders placed via a signed purchase order and subsequently cancelled. No compensation will be
185 made to Pyne if a senator(s) does not place an order. This is not considered a prevailing or service

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186 wage project. No prepayment discount applies to this Contract. No annual inflationary increase
187 applies to this Contract.

188
189 Payments shall be made in arrears within 45 days of receipt of a properly prepared invoice. A
190 properly prepared invoice is defined as a billing that is dated subsequent to the date the services
191 have been received and that is accompanied by all the required information and supporting
192 documentation. There shall be no reimbursement for travel-related expenses.

193
194 All individuals working on behalf of the CGA on the State Capitol or the Old State House campus shall
195 sign in and out every time they leave or enter the premises with Guardian Services and the CT State
196 Capitol Police.

197
198 LIQUIDATED DAMAGES

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

205
206 Pyne acknowledges that failure to deliver each newsletter within the required time frame would
207 constitute a breach of Pyne's obligation to the Senate Democratic Office of the CGA and that said
208 office would be harmed by such failure to deliver. If such default occurs in the timeliness of any
209 newsletter delivery, Pyne will forfeit twenty-five percent (25%) of the payment due for that newsletter
210 printing. It is understood by both Pyne and the Senate Democratic Office of the CGA that this
211 amount has been established due to the difficulty in determining and establishing damages in the
212 event that Pyne does not meet the time lines required by this Contract.

213
214 CORRESPONDENCE

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

221
222
223 Vendor Initials: SF Date: 11/3/11

224 PERSONNEL

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

230
231 Pyne shall employ on the premises only persons skilled and trained in the work assigned to them.
232 CGA, in their sole discretion, can determine that any person employed by contractor is not
233 performing in accordance with the standards outlined in this Contract or the request for proposal
234 dated August 8, 2011. Upon receiving written notification, Pyne shall remove said employee from the
235 facilities subject to this agreement and shall promptly substitute another employee. Pyne shall
236 promptly furnish qualified substitutes for any employees that, in the sole opinion of CGA, are
237 unsatisfactory.

238
239 WARRANTIES

- 240 1. Pyne warrants they have the requisite power and authority to enter into this Contract and to
241 perform the obligations hereunder;
- 242
243 2. Pyne warrants they have the requisite expertise and resources to fully perform the obligations
244 under this Contract;
- 245
246 3. Pyne warrants they will devote adequate personnel and resources to this project to perform
247 all the services described in the request for proposal dated August 8, 2011, in the Proposal
248 dated September 7, 2011 and in accordance with the agreed upon timetable.
- 249
250 4. Pyne shall guarantee all materials and workmanship under the specifications and this
251 Contract for the period of the contract term. During this guarantee period, all defects
252 developing through faulty equipment, materials or workmanship shall be corrected or
253 replaced immediately by Pyne without expense to the CGA. Such repairs or replacements
254 shall be made to the CGA's satisfaction.
- 255
256 5. Materials supplied under this Contract must be of the following brand names:
257
 - Cougar Smooth 100 lb. Text (white)
- 258
259 6. Pyne has full title, free of any security interest, to the goods and the goods do not infringe on
260 any patent or trademarks.

261 Vendor Initials: SF Date: 11/2/11

262 INDEMNIFICATION

- 263 1. Pyne shall be responsible for all injuries or damages to Pyne 's employees or agents incurred or
264 sustained at the property while performing, or in any way associated with, their responsibilities
265 as defined herein.
- 266
- 267 2. Pyne shall indemnify, defend and hold harmless the State/CT General Assembly and its
268 officers, representatives, agents, servants, employees, successors and assigns from and
269 against any and all (1) claims arising, directly or indirectly, in connection with this Contract,
270 including the acts of commission or omission (collectively, the "Acts") of Pyne or Pyne's parties;
271 and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys'
272 and other professionals' fees, arising, directly or indirectly, in connection with claims, acts or
273 this Contract. Pyne shall use counsel reasonably acceptable to the State/CT General
274 Assembly in carrying out its obligations under this section. Pyne's obligations under this section
275 to indemnify, defend and hold harmless against claims includes claims concerning
276 confidentiality of any part of or all of the bid or any records, any intellectual property rights,
277 other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions,
278 secret processes, patented or unpatented inventions, articles or appliances furnished or used
279 in the performance of this Contract.
- 280
- 281 3. Pyne shall reimburse the State/CT General Assembly for any and all damages to the real or
282 personal property of the State/CT General Assembly caused by the acts of the Pyne or any
283 Pyne's employees or agents. The State shall give Pyne reasonable notice of any such claims.
- 284
- 285 4. Pyne's duties under this section shall remain fully in effect and binding in accordance with the
286 terms and conditions of this Contract, without being lessened or compromised in any way,
287 even where Pyne is alleged or is found to have merely contributed in part to the acts giving
288 rise to the claims and/or where the State/CT General Assembly is alleged or is found to have
289 contributed to the acts giving rise to the claims.
- 290
- 291 5. The rights provided in this section for the benefit of the State/CT General Assembly shall
292 encompass the recovery of attorneys' and other professionals' fees expended in pursuing a
293 claim against a third party.
- 294
- 295 6. This section shall survive the termination, cancellation or expiration of this Contract, and shall
296 not be limited by reason of any insurance coverage.
- 297 7. Pyne shall not be responsible for indemnifying or holding the State harmless from any liability
298 arising due to the negligence of the State or any other person or entity acting under the direct
299 control or supervision of the State.

Vendor Initials: SF Date: 11/3/11

300 FORCE MAJEURE

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

307
308 ENTIRETY OF CONTRACT

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

315
316 SEVERABILITY

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

320

321

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322 CHOICE OF LAW; CHOICE OF FORUM

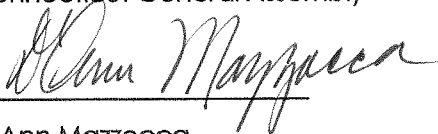
323 1. The law of the State of Connecticut shall be the law of this Contract, with or without reference
324 to principles of conflicts of laws.

325
326 2. The parties agree to adjudication by, and hereby waive any objection to the jurisdiction of,
327 such state and federal courts as are situated in Hartford, Connecticut.

328
329 The parties are signing this Contract on the date below their respective signatures.

330

331 Connecticut General Assembly

332 
333 _____

334 D'Ann Mazzocca

335 Executive Director

336 Joint Committee on Legislative Management

337 Date: 11/4/11

338

339 The Pyne-Davidson Company

340 
341 _____

342 Daniel J. Davidson

343 Its President

344 Date: 11/3/11

ATTACHMENT 6
SCHEDULE OF VALUES

2011 SDO District-wide Newsletter Printing and Delivery

JCLM11REG0015

Newsletter Quantity	2 Color	Newsletter Quantity	2 Color
1. 28,000	\$2,367.00	14.34,500	\$2,859.00
2. 28,500	\$2,404.00	15.35,000	\$2,895.00
3. 29,000	\$2,442.00	16.35,500	\$2,933.00
4. 29,500	\$2,480.00	17.36,000	\$2,971.00
5. 30,000	\$2,522.00	18.36,500	\$3,008.00
6. 30,500	\$2,557.00	19.37,000	\$3,046.00
7. 31,000	\$2,593.00	20.37,500	\$3,084.00
8. 31,500	\$2,631.00	21.38,000	\$3,127.00
9. 32,000	\$2,669.00	22.38,500	\$3,161.00
10. 32,500	\$2,706.00	23.39,000	\$3,197.00
11. 33,000	\$2,744.00	24.39,500	\$3,234.00
12. 33,500	\$2,781.00	25.40,000	\$3,272.00
13. 34,000	\$2,825.00		
Additional Charge/Credit per 500 Newsletters	\$42.00	Author's Alterations Charges	\$125.00 per Hour

Cancellation Fees:

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