

1 **CONTRACT FOR**

2 **2013 SRO District-wide Newsletters Printing & Delivery**

3 Contract #: JCLM13REG0051

4
5 CONTRACT, between The Pyne-Davidson Company (The Contractor) and the Joint Committee on
6 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 2013 Senate
10 Republican Office district-wide newsletters;

11
12 WHEREAS, the CGA solicited Proposals for printing and delivery of the 2013 Senate Republican Office
13 district-wide newsletters;

14
15 WHEREAS, the Contractor submitted a proposal for printing and delivery of the 2013 Senate
16 Republican Office district-wide newsletters dated March 4, 2013;

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 2013 Senate Republican Office
26 district-wide newsletters as specified in the CGA's Request For Proposal dated February 8,
27 2013 and outlined in the original Proposal response dated March 4, 2013.
- 28
29 2. The Request for Proposal dated February 8, 2013 and the Proposal dated March 4, 2013 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 affirms it has requisite power and authority to enter into this Contract and to
35 perform the obligations hereunder;
- 36

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- 37 4. The Contractor affirms it has the requisite expertise and resources to fully perform the
38 obligations under this Contract;
39
- 40 5. The Contractor affirms it will devote adequate personnel and resources to perform the work
41 outlined in this Contract.
42
- 43 6. The Contractor shall provide the following services:
44 (a) Quantity: There will be a minimum of 29,000 newsletters printed for each republican
45 senator during the term of this Contract. The majority of orders will fall within the range of
46 35,000 to 39,000 pieces, done in increments of 500 for no fewer than fourteen (14) state
47 senators. There is a possibility that the count may exceed 39,000 in a few districts as
48 counts have not been finalized at this time. Newsletter counts will be included with each
49 order placed. The CGA will not be responsible, nor pay, for overruns. Newsletters will be
50 sent to the Contractor in varying quantities during the term of the Contract. There is no
51 guarantee that a set number will be ready to print at any given time. There is the
52 possibility that as many as fourteen (14) newsletters will be sent to the Contractor at one
53 time; in that event, the Contractor must have the capability to print and deliver the entire
54 order in the time frame specified. Every effort will be made to release newsletters to the
55 Contractor in groups of two and three in the event all fourteen (14) are not printed at
56 once, but this may not be possible with every order. The Contractor is responsible for
57 delivering the quantity ordered and will be held accountable to provide the outstanding
58 quantity in the event of a discrepancy in the final quantity delivered;
59
- 60 (b) Size: The open size of the printed piece (a three panel card mailer) will be 17" wide x 10"
61 high; the folded size is 5 3/4" wide x 10" high. There are two folds;
62
- 63 (c) Paper Stock: 65# Finch Opaque Cover, Bright White, Vellum Finish Paper. No substitutions
64 will be accepted. It is the Contractor's responsibility to ensure that paper orders are
65 processed in a timely fashion in order to meet the delivery deadline requirements of this
66 Contract. The Contractor shall be required to provide a copy of their purchase order and
67 the invoice received from the paper company supplying the paper stock for this printing
68 project. It is required that recycled paper meets or exceeds the standards and
69 requirements mandated by state law in accordance with C.G.S § 4a-67f. The Contractor
70 shall be responsible for obtaining and placing the FSC logo on each printed piece. The
71 position of the logo will be designated by the Senate Republican office;
72

Vendor Initials/Date:



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

78
79 (e) Format: Camera-ready artwork prepared in Macintosh Adobe InDesign CS5 software
80 provided on CD-R disks to be picked up by the Contractor. Artwork may also be sent via
81 e-mail or ftp server. All pre-press work shall be completed by the Contractor. Each
82 newsletter mailer will vary. The text, photographs and artwork will be different for each
83 newsletter;

84
85 (f) Wafer Seals: Two (2) translucent paper wafer seals are required for each newsletter piece
86 one inch from each side; if the specified wafer seal is discontinued an alternate wafer seal
87 must be proposed and is subject to the approval of the Senate Republican Office. Wafer
88 seals and tabbing are included in pricing. Wafer seals shall be placed perfectly flush with
89 the side of the piece. Newsletter pieces with wafer seals that do not meet this
90 specification will result in the print job being returned to the Contractor to be redone at its
91 cost. Prior to the first newsletter printing, the Contractor shall provide a sample of the
92 wafer seal to be used;

93
94 (g) Turn-around Time: The required total turn-around time for printing of each newsletter is ten
95 (10) working days. Completed orders of printed pieces must be delivered in ten (10)
96 working days from the date the Contractor picks up the job and receives the signed
97 purchase order. Please note that the Contractor must receive a signed purchase order
98 prior to printing any newsletter order. Pick up of orders, to be made in person by the
99 Contractor, will be from the Senate Republican Graphic Design Office in Suite 3400 of the
100 Legislative Office Building in Hartford, Connecticut. Hardcopy proofs must be delivered to
101 the Senate Republican Graphic Design Office for sign-off prior to the final printing no later
102 than five (5) working days after receiving the print job. The Contractor shall complete the
103 printing and delivery of each order within five (5) working days from the date of proof sign-
104 off but in no event more than ten (10) days in total. On site pick-up and delivery are
105 included in the pricing. In the event an error in the materials provided by SRO is
106 discovered or a last minute change is required by SRO, at any point following submission
107 of the newsletter via issuance of a signed purchase order, then the turn-around time will
108 be eight (8) working days from the Contractor's receipt of the corrected materials.
109

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

112
113 The Contractor shall inform the Senate Republican Office as to when each file will be on
114 press and make any/all projects available for press check;

115
116 (h) Delivery: Delivery of all completed newsletter pieces must be scheduled at least 24 hours
117 prior to delivery, with an exact time of delivery to be agreed upon with Senate Republican
118 staff member Joe Lemieux at 860-240-0281. Each newsletter shall be packed in its own
119 box, with the newsletter contents of each box facing in the same direction. Completed
120 newsletter orders must be delivered no later than ten (10) working days from the date that
121 the purchase order was issued by the Office of Legislative Management. Delivery must be
122 made to Room 405 on the 4th floor of the State Capitol building using the west entrance;

123
124 (i) Time Deadlines: It is anticipated that there will be approximately fourteen (14) newsletters
125 produced during the term of this Contract. The ability to deliver high quality newsletters on
126 time, as outlined in section (g), is of critical importance in performing the requirements of
127 this contract.

128
129 (j) Vendor Restrictions: The Contractor is prohibited from subcontracting out any portion of
130 the work to be completed under this Contract.

131
132 CONDITIONS

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

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

139
140 (b) The Contractor shall submit the following documentation with this Contract and on an
141 annual basis, for the duration of this Contract:

142
143 (i.) Insurance: The Contractor shall submit sufficient commercial general liability
144 insurance at levels, as delineated in this Contract. The Contractor shall name
145 the State/CT General Assembly as an additional insured on the policy, shall
146 provide a certificate of insurance or a copy of the policy and provide an

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147 endorsement indicating the State/CT General Assembly has been added to
148 the policy as an additional insured prior to the effective date of this Contract.
149 Insurance coverage shall be maintained during the time that any provisions
150 survive the term of this Contract. The Contractor shall not begin performance
151 until the delivery of the policy to the CGA. (Attachment 2)

152
153 (ii.) Nondiscrimination Form: The Contractor shall complete and submit the
154 Nondiscrimination Certification pursuant to C.G.S. §4a-60(a) and C.G.S. §4a-
155 60a(a). Pursuant to C.G.S. §4a-60(a) and C.G.S. §4a-60a(a), the
156 nondiscrimination provisions of the Connecticut General Statutes now include
157 gender identity or expression as an existing protected classes and require State
158 contractors to adopt policies in support of the new statutes by means of an
159 affidavit or resolution. Accordingly, Attachment 3 is a form certification that the
160 successful Contractor must deliver executed at the time that it executes this
161 Contract. The execution and submittal of this certificate is a condition
162 precedent to the State's executing this Contract, unless the Contractor is
163 exempt from this statutory requirement, in which case the Contractor must
164 obtain a written waiver from the State's Commission on Human Rights and
165 Opportunities. (Attachment 3)

166
167 (iii.) Background Check: The Contractor shall complete the State Capitol Police
168 Department Background Check form for each employee that will be working
169 onsite under this Contract. This form is included with this Contract and shall be
170 completed two weeks prior to the start of work. (Attachment 4)

171
172 INDEMNIFICATION

- 173 1. The Contractor shall be responsible for all injuries or damages to the Contractor's employees
174 or agents incurred or sustained at the property while performing, or in any way associated
175 with, their responsibilities as defined herein.
176
177 2. The Contractor shall indemnify, defend and hold harmless the State/CT General Assembly and
178 its officers, representatives, agents, servants, employees, successors and assigns from and
179 against any and all (1) claims arising, directly or indirectly, in connection with this Contract,
180 including the acts of commission or omission (collectively, the "Acts") of the Contractor or the
181 Contractor's parties; and (2) liabilities, damages, losses, costs and expenses, including but not
182 limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection
183 with claims, acts or this Contract. The Contractor shall use counsel reasonably acceptable to

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184 the State/CT General Assembly in carrying out its obligations under this section. The
185 Contractor's obligations under this section to indemnify, defend and hold harmless against
186 claims includes claims concerning confidentiality of any part of or all of the bid or any records,
187 any intellectual property rights, other proprietary rights of any person or entity, copyrighted or
188 uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or
189 appliances furnished or used in the performance of this Contract.

190
191 3. The Contractor shall reimburse the State/CT General Assembly for any and all damages to the
192 real or personal property of the State/CT General Assembly caused by the acts of the
193 Contractor or any the Contractor's employees or agents. The State shall give the Contractor
194 reasonable notice of any such claims.

195
196 4. The Contractor's duties under this section shall remain fully in effect and binding in
197 accordance with the terms and conditions of this Contract, without being lessened or
198 compromised in any way, even where the Contractor is alleged or is found to have merely
199 contributed in part to the acts giving rise to the claims and/or where the State/CT General
200 Assembly is alleged or is found to have contributed to the acts giving rise to the claims.

201
202 5. The rights provided in this section for the benefit of the State/CT General Assembly shall
203 encompass the recovery of attorneys' and other professionals' fees expended in pursuing a
204 claim against a third party.

205
206 6. The Contractor shall not be responsible for indemnifying or holding the State harmless from
207 any liability arising due to the negligence of the State or any other person or entity acting
208 under the direct control or supervision of the State.


209
210 7. This section shall survive the termination, cancellation or expiration of this Contract, and shall
211 not be limited by reason of any insurance coverage.

212
213 CONTRACT TERM

214 The term of this Contract shall commence upon date of execution of this Contract and end upon
215 December 31, 2013, with the option to extend this Contract up to an additional one year upon
216 mutual agreement of both parties.

217
218 COMPENSATION

219 The compensation for services hereunder shall be in accordance with this Contract and any signed
220 purchase orders issued pursuant to this Contract. All invoice(s) shall also reflect the attached

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221 schedule of values included in Attachment 5 and the signed purchase order. No prepayment
222 discount applies to this Contract. There shall be no reimbursement for travel-related expenses.
223

224 A small contractor shall receive payment on a contract awarded under C.G.S. §4a-60j, C.G.S. §4a-
225 60g to C.G.S. §4a-60i, inclusive, thirty (30) days in arrears following receipt of a properly prepared
226 invoice. A properly prepared invoice is defined as a billing that is dated subsequent to the date the
227 services have been received and that is accompanied by all the required information and
228 supporting documentation.

229

230 SECURITY

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

240

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

243

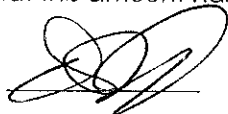
244 LIQUIDATED DAMAGES

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

251

252 The Contractor acknowledges that failure to deliver each newsletter within the required time frame
253 would constitute a breach of the Contractor's obligation to the Senate Republican Office of the
254 CGA and that said office would be harmed by such failure to deliver. If such default occurs in the
255 timeliness of any newsletter delivery, the Contractor will forfeit twenty-five percent (25%) of the
256 payment due for that newsletter printing. It is understood by both the Contractor and the Senate
257 Republican Office that this amount has been established due to the difficulty in determining and

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258 establishing damages in the event that the Contractor does not meet the timelines required by this
259 contract.

260

261 CORRESPONDENCE

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

268

269 PERSONNEL

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

275

276 The Contractor shall employ on the premises only persons skilled and trained in the work assigned to
277 them. CGA, in their sole discretion, can determine that any person employed by Contractor is not
278 performing in accordance with the standards outlined in this Contract or the Request For Proposal
279 dated February 8, 2013. Upon receiving written notification, the Contractor shall remove said
280 employee from the facilities subject to this Contract and shall promptly substitute another employee.
281 The Contractor shall promptly furnish qualified substitutes for any employees that, in the sole opinion
282 of the CGA, are unsatisfactory.

283

284 FORCE MAJEURE

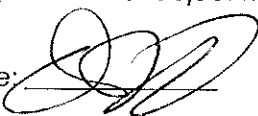
285 The CGA and the Contractor shall not be excused from their duty to perform in accordance with this
286 Contract except in the case of Force Majeure events and as otherwise provided for in this Contract.
287 In the case of any such exception, the nonperforming party shall give immediate written notice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

291

292 ENTIRETY OF CONTRACT

293 This Contract along with all attachments to this Contract constitute the entire agreement between
294 the parties with respect to the subject matter, and supersedes all prior agreements, proposals, offers,

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295 and counteroffers and understandings of the parties, whether written or oral. No alteration,
296 modification or interpretation of this Contract shall be binding unless in writing and signed by both
297 parties. This Contract has been entered into after full investigation, neither party relying upon any
298 statement or representation by the other unless such statement or representation is specifically
299 embodied in this Contract.

300

301

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Vendor Initials/Date:

A handwritten signature in black ink, consisting of several loops and flourishes, positioned over the 'Vendor Initials/Date:' label.

302 SEVERABILITY

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

306

307 CHOICE OF LAW; CHOICE OF FORUM

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

310

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

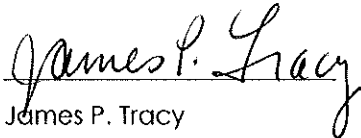
313

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

315

316 Connecticut General Assembly

317

318 

319 James P. Tracy

320 Its Executive Director

321 Joint Committee on Legislative Management

322 Date: 5/17/13

323

324 The Pyne-Davidson Company

325

326 

327 Daniel J. Davidson

328 Its President

329 Date: 5/16/13

**ATTACHMENT 5
SCHEDULE OF VALUES**

2013 SRO District-wide Newsletters Printing & Delivery

JCLM13REG0051

<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	\$ 2,284	14. 35,500	\$ 2,731
2. 29,500	\$ 2,319	15. 36,000	\$ 2,766
3. 30,000	\$ 2,354	16. 36,500	\$ 2,800
4. 30,500	\$ 2,389	17. 37,000	\$ 2,834
5. 31,000	\$ 2,422	18. 37,500	\$ 2,869
6. 31,500	\$ 2,458	19. 38,000	\$ 2,902
7. 32,000	\$ 2,492	20. 38,500	\$ 2,937
8. 32,500	\$ 2,527	21. 39,000	\$ 2,971
9. 33,000	\$ 2,558	22. 39,500	\$ 3,007
10. 33,500	\$ 2,592	23. 40,000	\$ 3,040
11. 34,000	\$ 2,626	24. 40,500	\$ 3,076
12. 34,500	\$ 2,661	25. 41,000	\$ 3,110
13. 35,000	\$ 2,696	26. 41,500	\$ 3,145
		27. 42,000	\$ 3,179
Add'l charge/ credit per 500 Newsletters	\$ 33	Author's Alterations charges	\$ 50 per Hour

Cancellation Charges: The CGA would incur any prepress work done to date at \$50 per hour and any paper restocking fees.