

STATE OF GEORGIA

COUNTY OF FULTON

Under and by virtue of the authority of OCGA §§ 50-18-20 through 50-18-36 inclusive, as they exist at the date of execution of this contract, and subject to the terms and conditions thereof, which terms and conditions are hereby made a part of this contract, the parties to this contract, to wit: (1) the Reporter of Decisions for the Supreme Court and Court of Appeals of Georgia (hereinafter designated as the Reporter), contracting only for and in behalf of the State of Georgia (hereinafter designated as the State), and (2) \_\_\_\_\_, referred to in OCGA § 50-18-24 as the State Publisher of Court Reports (hereinafter designated as the Publisher), do hereby agree and contract as follows, to wit:

1. Agreement to publish current Reports: The Publisher between July 1, 2008, and June 30, 2009, shall cause to be composed, printed and bound, for sale to the State and to the public, in accord with the terms and conditions of this contract, volumes containing the official reports of the decisions of the Supreme Court and the Court of Appeals of Georgia, beginning with the opinions and decisions of the respective Courts not previously scheduled for publication, to be furnished to the Publisher by the Reporter. Work in progress on the effective date of this contract will be governed by paragraph 16, infra. The Publisher also agrees to print and bind Tables of Cases and Indexes, and other matters specified and prepared by the Reporter. The Publisher also agrees to print weekly advance sheets as provided in paragraph 15, infra.

2. Option to renew: In consideration for the award of this contract, the Publisher hereby grants to the State the option, to be exercised annually, for three (3) years after June 30, 2009, through June 30, 2012, of calling upon the Publisher for the manufacture and publication of subsequent volumes of the Georgia Reports and Georgia Appeals Reports, including weekly advance sheets, subject to the terms and conditions of this agreement; such option to be exercised upon approval of the Governor by written notice mailed by the Reporter to the Publisher on or before June 30 of each successive year. In the event of any renewal of this contract, the prices set out in paragraph 11, infra, shall be subject to increase based upon the United States Department of Labor, Bureau of Labor Statistics Producer Price Index for Book Publishing, Professional Books, Series ID: pcu5111305111303. The increase will be based upon the Producer Price Index in effect 60 days prior to the decision of the Reporter to exercise the option to renew. Changes will be calculated by applying the Standard Formula to the base index, which, for the purpose of this contract is 345.4 as of November 2007. If there is a decrease in the

Producer Price Index, the prices set out in paragraph 11, *infra*, will not be adjusted downward but will remain the same.

3. Quality of work and materials: The Publisher must have an editorial staff and be knowledgeable and experienced in the publication of court reports. All of the material and workmanship in the making of the books herein described shall be fully as good as are shown by the best of the recent Reports of either Court (i.e., 281 Ga. and/or 283 Ga. App.), including binding-boards using the Smythe binding process, insect repellent buckram, and stamping; and where ordered, books bound in red sturdite No. 18 of a shade (Publisher will furnish sample) matching as nearly as possible those already produced. These books will follow the general style and appearance of the two volumes specified above, as directed by the Reporter, except as specified herein. On even and odd numbered facing pages on which no case number appears, the page number on which such opinion begins shall be included following the volume number and shall be printed at the top, left side, of the right hand (odd numbered) page. The paper to be used for printing shall be book paper of 50 pound weight and fully equal in quality (subject to the approval of the Reporter) to that used in the two volumes specified above, a sample of which will be exhibited by the Reporter to the Publisher. The type face for text shall be Century Schoolbook with 11 point type on 12 point leading; footnotes shall be Century Schoolbook with 8 point type on 9 point leading. The books are to be uniform in internal appearance and relatively uniform in external size and appearance; that is, to the extent practicable, they shall contain between 975 and 1025 pages. Each line of type shall measure 28.5 picas in length, and each page shall be 47 picas deep. Except as specified herein, each page shall follow the general style of the two volumes specified above as to printing, and over-all dimensions. Each buckram book purchased by the State shall have the state seal and the following stamped on the front cover:

PROPERTY OF THE STATE  
TO BE DELIVERED TO YOUR SUCCESSOR IN OFFICE

4. Deliveries: The Publisher must provide, at the Publisher's expense, for delivery and collection of manuscript and other materials required to fulfill editorial and manufacturing responsibilities described in this contract. The method for delivery and collection must provide for routine delivery not more than twenty-four (24) hours after dispatch. The term "delivery" also includes transmission of manuscript, copy, and other materials by computer.

5. Method of production: The Publisher hereby agrees that

the labor and the materials necessary and proper to be used in producing the advance sheets and the bound volume shall be procured in advance and in ample time to avoid delay in the work; and that all segments of the work shall be performed promptly and systematically, and not delayed by any other work of the Publisher.

Advance Sheets: Opinions of the Supreme Court and the Court of Appeals shall be delivered electronically to the Publisher. WordPerfect 13 format will be used. A hard copy of all opinions will be supplied for proofreading purposes. The Publisher shall be responsible for converting the data as necessary to be compatible with the Publisher's composition system and encoding the material for composing proof pages. Composition shall begin at once upon delivery of the opinions.

Within five (5) working days after receipt of the opinions, the Publisher shall electronically send the file back to the office of the Reporter. The opinions in the file should be in the format used for publication. The Publisher is required to supply a printer, as well as paper and ink cartridges, for use in the Reporter's office for printing proof pages. It is understood that in order to produce a complete and accurate report of the case, the Reporter may occasionally be compelled to make corrections and changes at the proofreading stage departing from material sent electronically and that the Publisher will make no charge for such changes. The Reporter will return by fax the proof pages needing corrections five (5) working days after receipt of the proofs. Where corrections are made by the Reporter, the Publisher shall certify that all such corrections have been accurately made and shall return the corrected proofs to the Reporter within one (1) or two (2) working days. The published advance sheets shall be delivered to the office of the Reporter on the Thursday which is fifteen (15) working days after receipt of the opinions by the Publisher.

Bound volumes: Once all of the advance sheets needed to complete a bound volume have been published, the Publisher will deliver to the Reporter proof pages of the entire volume for review and correction. The bound volume consists of: (1) title page; (2) copyright page; (3) photograph page of all Justices or Judges; (4) list of all Justices or Judges and staff; (5) lists of superior and state court judges, including senior judges; (6) table of cases reported, including lists of judgments affirmed without opinion and written opinions not published; (7) in memoriam tributes, including a photograph; (8) opinions of the court; (9) certiorari table; (10) table of codes sections and laws; and (11) index prepared by the Reporter and sent to the Publisher electronically. The Publisher is also responsible for adding parallel Southeastern citations to all

opinions in the volume. The Publisher is required to have dies made for the stamping on the front cover and spine. The Publisher shall provide the Reporter with proof pages of the front cover and spine of each bound volume. Signatures and a sample copy of the cover must be approved by the Reporter before binding. The Publisher must supply the receipt cards required by OCGA § 50-18-31 (3) and enclose such cards with the bound volumes shipped to all state subscribers. These cards should not be included in the bound volumes delivered to the Reporter's office.

The schedule for production of the bound volumes is as follows:

<u>Copy</u>	<u>First Proofs to Reporter</u>	<u>Corrections to Reporter</u>
Title and copyright pages, lists of judges, and photograph	3 working days after receipt	1 working day after receipt
Tables	10 working days after receipt	3 working days after receipt
Index	3 working days after receipt	2 working days after receipt
Opinions Not Published	3 working days after receipt	2 working days after receipt
Cert. List	5 working days after receipt	2 working days after receipt
Final corrections	5 working days after receipt	2 working days after receipt
Signatures	15 working days after OK to print	
Printed Volume	20 working days after signatures okayed	

Working days shall be defined as Monday-Friday, excluding State and Federal holidays.

Composition of more than one volume may be required to proceed at the same time.

6. Correction of errors: Errors and changes directed by the Reporter shall be corrected and made by the Publisher without charge. If a signature must be reprinted, whether due to the error or omission of the Publisher or the Reporter, there shall be no charge to the Reporter for reprinting. If an error or errors of significance are detected after publication of a bound volume, whether the error is caused by the Publisher or otherwise, the Publisher upon discovery or notification of the error shall promptly, at the sole discretion of the Reporter and at the Publisher's own expense, (1) issue a "crack, peel and affix" correcting page to all bound volume subscribers or (2) reprint and reissue the bound volume in its entirety.

7. Directions of Reporter: In all matters pertaining to the publication of Reports and advance sheets not provided for by law or this contract, the Publisher will act upon the directions of the Reporter.

8. Delays in publication; penalty provisions: Time during which the Publisher is not furnished opinions and decisions for composition shall not be counted as delay in composing nor shall any delays by the Reporter in returning proofs be so counted. It is understood that, while it is expected that the opinions and decisions for the advance sheets, and books herein contracted for shall be on hand for steady work, the Reporter is not able to ensure that composition will not at some time overtake the quantity of opinions and decisions available. It is also understood that a period of time may be required to complete the index of a volume after the last advance sheets are received.

However, should the Publisher, having sufficient opinions and decisions in hand to compose them, fail to furnish to the Reporter the required proofs (as hereinbefore specified), or should any delay occur in any other part of the work, the Publisher shall be subject to the provisions of OCGA § 50-18-28, relating to penalty and bond.

9. Performance bond: A performance bond in compliance with OCGA § 50-18-23, payable to the Governor of Georgia and his successors in office, shall be in the amount of \$100,000.

10. Delivery of books; agreement by State as to purchase: The Publisher shall supply to the State by delivery to the Reporter at his office and to such carriers as said Reporter may designate, and the State agrees to purchase, the number of Reports required by the Reporter under OCGA § 50-18-31, promptly upon the books being bound, in the kinds of binding specified, before supplying any of that volume of Reports to the public, the intent of this provision being that the State's requirements of books shall always be preferred.

The Publisher shall deliver such Reports to the State as specified herein within 35 working days after the Reporter authorizes printing of the bound volume. Time is of the essence of this contract.

Any defective book (by omission or duplication of a printed section, marred or soiled page or pages, or otherwise), to whomever supplied, shall be taken back by the Publisher, and a perfect book delivered without cost or expense to the State or the buyer.

11. Prices and payment for advance sheets, bound volumes and reprints to State on order: In consideration of the performance of this contract, the State shall pay the Publisher at the time of delivery as follows:

For each annual subscription to the advance sheets, the price shall be no greater than the price of a bound volume multiplied by 20, including postage, shipping and handling and any other fees.

For each new volume manufactured under this contract and delivered as specified in paragraph 10 of this contract: Bound in buckram -- \$ \_\_\_\_\_ per book. (Including packaging and other handling charges.) Actual cost of postage from Atlanta, Georgia may be added to the above price but on request must be submitted in receipt form, to the Reporter, for verification after the mailing of each volume.

Bound in red sturdite -- the buckram price specified above plus \$2.00 per book.

For the purposes of awarding this contract, the Court will not accept any complimentary products or services at any time before, during or subsequent to the life of this contract.

12. Sales price to the public: In accordance with OCGA § 50-18-33 (c), the price at which such advance sheets and bound volumes shall be sold to the public shall not exceed the bid price to the State plus actual cost of postage as set forth in this contract.

13. Plan for future reproduction: In producing any volume, the Publisher shall comply with OCGA § 50-18-32 (a), which provides: "In addition to the reports to be furnished to the state as previously provided, the publisher shall produce a sufficient number for sale to the citizens of the state. The publisher shall at all times during his contract keep on hand in the capital city of the state an adequate supply of the reports such publisher has published during that contract period for sale to the citizens of the state and to the state when it so requires." The Publisher shall also comply with OCGA § 50-18-35, which provides: "During the term of

his contract, the publisher shall maintain the means to reproduce any volume published during the term of the contract at a time subsequent to the printing of that volume."

At the termination of this contract, the Publisher shall continue to hold out existing inventory of Reports for sale to the State and the public at the then existing contract price. Failure to comply with this requirement shall impose upon the Publisher liability to the State in an amount equal to the difference between the contract price for Reports as agreed upon herein and the best price available to the State after its exercise of reasonable diligence in seeking a Publisher for said Reports.

14. Investigation by Reporter; information furnished by Publisher: The Reporter shall have the right to visit any and all places where any part of the work is done, and to inspect the same freely, and shall be given full and exact information as to its status upon inquiry. The Publisher agrees that it will report to the Reporter annually the number of volumes of Reports sold to the State and to the public and the number of subscriptions to advance sheets.

(Bidder agrees that, prior to execution of the contract, the Reporter may inspect the premises where all or any parts of the work are to be done, and the Bidder will show, to the satisfaction of the Reporter, that he has adequate facilities for production, warehousing and shipping, to comply with applicable law and phases of this contract.)

15. Advance Sheets: The Publisher agrees to publish and to sell to the State and the public weekly advance sheets covering the decisions of the two appellate courts separately. The advance sheets consist of: (1) title page listing Justices or Judges and staff; (2) Publisher's note and copyright page; (3) case summaries; (4) topical index; (5) table of cases reported; (6) table of code sections and laws; (7) certiorari table; (8) parallel citation tables; (9) opinions of the court; and (10) court rules. The Publisher is solely responsible for preparing the case summaries, topical index, table of cases reported, table of code sections and laws, and parallel citation tables. The certiorari table will be prepared by the Publisher but must be reviewed by the Reporter prior to publication. Research tables prepared by the Publisher for inclusion in the advance sheets must be legally accurate, updated weekly, and at least as comprehensive as those published in the 2007 advance sheets. The advance sheets shall be printed under the same type specifications and page dimensions as described in paragraph 3, supra, (with the exception the advance sheets are to be shot at 105%) and shall have the same pagination as the bound volume.

Advance sheets shall be produced according to the method of production and schedule set out in paragraph 5, supra.

16. Work in progress: In the event that the Publisher is not awarded the new contract upon expiration of the existing contract, the Reporter is authorized to direct that any partially completed bound volume be completed and published by the former publisher.

17. Subscription list: In the event that the Publisher is not awarded the new contract upon expiration of the existing contract, the Publisher hereby agrees to provide both hard and electronic copies of its subscription lists to the advance sheets and bound volumes to the Reporter and the new Publisher no later than two weeks after the awarding of the new contract. The subscription lists shall be current and shall include all subscription information pertaining to all products sold and distributed pursuant to this contract. At a minimum, the subscription lists shall identify the full name of each subscriber, the bill-to address of each subscriber, the ship-to address of each subscriber (if different from the bill-to address), and the number of subscriptions of each subscriber.

During the term of the contract, the Publisher will provide to the Reporter at the time of publication of each bound volume hard and electronic copies of the list of state subscribers paid for by the Reporter in zip code order as well as a list of the same subscribers in alphabetical order sorted by the last name of the subscriber.

18. Copyright: The Publisher shall take all steps available to register the copyright of the reports and advance sheets. The copyright shall be secured and registered in the name of the State of Georgia, and the Publisher shall be responsible for ensuring that appropriate copyright notice or notices effective to secure to the State of Georgia all the protection of the copyright laws are included in each copy of the printed advance sheets and bound volumes.

19. Advertisements: No advertisements may be published in the bound volumes. Advertising may, however, be published in the front inside cover of the advance sheets with advance approval of the Reporter.

20. Notice: All official notices or communications required to be given under this contract or applicable laws shall be written, and shall be sent to the parties at the following addresses:

Reporter: 423 State Office Building Annex  
244 Washington Street, SW  
Atlanta, Georgia 30334

Publisher: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21. Assignment prohibited: The parties hereby agree that the Publisher's rights and obligations under this contract may not be transferred or assigned.

22. Entire agreement; governing law: This instrument contains the entire agreement between the parties, and no statements or promises made by either party not contained in this written contract shall be valid or binding. This contract cannot be modified by parol agreement, and the provisions and requirements of this contract cannot be waived by any officer or employee of the State. The execution of this contract constitutes the Publisher's certification that all applicable laws of the State of Georgia, including, but not limited to, the provisions relating to trading with the State, have been complied with and satisfied. The laws of the State of Georgia, both as to interpretation and performance, shall govern this contract.

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
As Reporter of Decisions for  
the Supreme Court and Court  
of Appeals of Georgia

\_\_\_\_\_  
As Publisher  
\_\_\_\_\_  
\_\_\_\_\_

The foregoing contract is hereby approved, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Governor  
State of Georgia