

ATTACHMENT A

CONTRACT FOR THE PRINTING AND PUBLICATION OF THE  
OFFICIAL REPORTS OF THE MASSACHUSETTS SUPREME  
JUDICIAL COURT AND MASSACHUSETTS APPEALS COURT

MEMORANDUM OF AGREEMENT, entered on the fifth day of July 2001, between West Group, hereinafter referred to as the Contractor, and the Reporter of Decisions of the Supreme Judicial Court of Massachusetts, hereinafter referred to as the Reporter.

The parties mutually agree that the Contractor shall, for a term of six (6) years beginning July 5, 2001, with an option to extend for a period of two years, print, distribute, and sell the Official Reports of the Massachusetts Supreme Judicial Court and the Massachusetts Appeals Court, hereinafter referred to as the Official Reports, in advance sheet, bound volume, and electronic formats, in accordance with the provisions and conditions hereinafter set out.

Section 1. Definitions. The following expressions are used in this contract and in the schedules appended hereto shall have the meanings respectively set out below.

(1) Advance Sheets shall mean weekly installments of copies of judicial opinions of the Appellate Courts together with such other material, including corrected, amended, or supplemented pages, as the Reporter may in writing direct or authorize the Contractor to include therein, which the Contractor shall publish with permanent pagination in the manner prescribed by this con-

tract.

(2) Appellate Courts shall mean the Supreme Judicial Court and the Appeals Court of the Commonwealth of Massachusetts.

(3) Bound Volume shall mean any volume of either Series covered by this contract which the Contractor shall manufacture and deliver in the manner prescribed by this contract.

(4) Series shall mean either of the sequentially numbered sets of volumes commonly known, respectively, as Massachusetts Reports and Massachusetts Appeals Court Reports.

Section 2. Electronic Transfer. All files to be included in the Official Reports under this contract shall be transmitted electronically from the Reporter, except such items incapable of being transmitted to the Contractor by such a process. The latter exception encompasses, but is not limited to, items such as photographs, maps, tables, etc. If direct telecommunication becomes impossible because of telephone line or equipment failure, alternative methods of transferring the files may be undertaken as a temporary measure at the discretion of the Reporter.

In order to implement electronic transfer, the Contractor shall provide and maintain equipment approved by the Reporter. The Reporter shall be responsible for the coding, keying, proofreading, and correction of the files transmitted to the Contractor as specified below.

The same means of transmission shall apply to both appellate courts. The files shall be transmitted by dial-up lines to the

Contractor on a schedule determined by the Reporter. The Reporter shall prepare the initial word processor advance sheet files using WordPerfect. The Reporter will use a system of macros to strip WordPerfect formatting codes that will be replaced with tags (e.g., SGML). The Reporter will parse the tags prior to transmission. The Contractor shall maintain a custom-designed software program, mutually agreed upon by the Reporter and the Contractor, to receive the files.

Section 3. Manufacture and Sale of Advance Sheets.

(a) The Contractor, as part of its undertaking pursuant to this contract, shall, from tagged material furnished to it by the Reporter, perform the typesetting, proofreading, correcting, printing, and mailing or delivery of printed Advance Sheets and shall provide and pay for all services and facilities necessary therefor in a prompt, proper, faithful and workmanlike manner.

(b) The Reporter shall transmit material to the Contractor by 2:00 P.M. on each business day and the Contractor shall, at or before the close of business on Friday of each week, deliver to subscribers or place in the mails the issue of the printed Advance Sheets containing the text of all materials received from the Reporter through 2:00 P.M on Wednesday of that same calendar week.

(c) The Contractor shall deliver to subscribers or place in the mails the first issue of the printed Advance Sheets on Friday, July 13, 2001. This issue shall include the opinions

of the Appellate Courts released during the week ending Wednesday, July 11, 2001, together with such other material as may be included therein by the Reporter pursuant to this contract.

(d) The Contractor shall deliver to subscribers or place in the mails the last issue of the printed Advance Sheets on Friday, June 29, 2007. This issue shall include the opinions of the Appellate Courts released during the week ending Wednesday, June 27, 2007, together with such other material as may be included therein by the Reporter pursuant to this contract.

(e) The Contractor shall make the Advance Sheets available for sale to the public at a subscription price of One Hundred Seventy Dollars (170.00) for a one-year subscription term, the first such term to begin July 6, 2001.

(f) The Contractor shall include in the printed Advance Sheets all rules of court issued by the Appellate Courts during the contract term, to the extent that the Reporter shall so direct by written instructions. Without limiting the generality of the preceding sentence, the term "rules of court" shall include the Massachusetts Rules of Civil Procedure, the Massachusetts Rules of Appellate Procedure, the Massachusetts Rules of Criminal Procedure, the Rules of the Supreme Judicial Court, and the Rules of the Appeals Court, and any amendments to the aforementioned rules.

(g) If the Contractor, as a result of the termination of this contract or for any other reason, shall fail to furnish to

any subscriber who has paid the subscription price the printed Advance Sheets which such subscriber is thereby entitled to receive, the Contractor shall thereupon refund to such a subscriber such portion of the subscription price as represents the portion of the subscription year during which the Contractor has so failed.

(h) Printed Advance Sheets shall be delivered to subscribers by the Contractor or, alternatively, shall be sent to them by second class mail. The Contractor shall employ its best efforts to secure a second class mail permit and to maintain such a permit in force during the term of this contract. If such a permit is denied or, once issued, is withdrawn by postal authorities, mailings subsequent to any such denial or withdrawal shall be by bulk third class mail.

(i) The Contractor shall, under the direction of the Reporter, print a cumulative table of titles and an index of the Reporter's catchwords, with respect to the printed Advance Sheets of each Appellate Court, at the completion of the printed Advance Sheets comprising each Bound Volume and at the approximate midpoint thereof, and shall place such table and index in the mails addressed to subscribers or shall deliver it to them with the next weekly issue of Advance Sheets.

(j) The Contractor shall furnish, without charge, up to one hundred fifty (150) subscriptions to the printed Advance Sheets to particular offices of the Commonwealth, including subscriptions, in the quantities respectively indicated, to the following offices of the Commonwealth: Supreme Judicial Court,

thirty-six subscriptions; Appeals Court, sixty-seven subscriptions; Attorney General, twenty subscriptions; State Secretary, two subscriptions; State Library, three subscriptions; Reporter, eleven subscriptions.

(k) The Contractor shall assess, collect, and pay over to the Commonwealth all applicable sales tax on sales of printed Advance Sheets. Payment to the Commonwealth of such tax shall be made at the time and in the manner required by law.

(l) When requested by the Reporter, the Contractor shall furnish to the Reporter complete listings of subscribers to the printed Advance Sheets. Each listing so furnished shall be brought up to date by the Contractor not less frequently than every three months and upon any discontinuance by the Reporter, for any reason, of the Contractor's responsibility for printed Advance Sheets under this contract. The listings so furnished shall be the property of the Commonwealth and the Commonwealth may use said listings for any purpose without incurring any liability to the Contractor.

(m) The Reporter may, from time to time, designate in writing certain subscriptions to the printed Advance Sheets as being for the use of the Trial Court of the Commonwealth. With respect to any subscription or subscriptions so designated, the Contractor agrees to begin furnishing weekly issues of the printed Advance Sheets upon request by the Trial Court, and to continue such service in effect for no less than sixty days, pending receipt of payment by the Commonwealth therefor. The Contractor also agrees to cumulate, insofar as feasible, its

charges for such subscriptions in a single monthly invoice to the Central Law Book Account of the Trial Court, or to such other account as the Reporter shall designate in writing.

Section 4. Specifications of Printed Advance Sheets.

The following specifications for the printing and sale of printed Advance Sheets are made a part of this contract.

(a) Judicial opinions, together with headnotes, rules of court and such supplementary material as the Reporter may direct by written instructions, shall be set in type, proofread, corrected, printed and sold by the Contractor in booklet form with standard punched holes to permit insertion in loose-leaf binders. Single loose-leaf pages, for the purpose of correcting, amending, or supplementing previously printed advance sheet text, shall be issued when required by the Reporter.

(b) The typefaces or fonts used and dimensions of printed matter, the layout, and all other aspects of the style of the printed Advance Sheets shall be in substantial conformity to the samples attached hereto and by this reference incorporated herein, unless the Reporter, by written instructions, shall direct otherwise.

(c) Each page of the Advance Sheets shall be eight and one-half inches high by five and one-half inches wide.

(d) There shall be separate pagination for each court, which shall be the permanent pagination for the final Bound Volume within which the material in printed the Advance Sheets is to be placed. Pagination for each court shall be assigned by the

Contractor and shall be in two or more numerical series to be established by the Reporter in a manner which will assure that the parts of each Bound Volume appear in the following order: Opinions with headnotes, rescript opinions, orders or summary dispositions, advisory opinions, rules, and memorials.

(e) The preparation of proofs necessary for the publication of the printed Advance Sheets shall be the responsibility of the Contractor. Such proofs shall be transmitted to the Reporter at the end of the business day on Wednesday of each week in the form of PDF files or similar format that will duplicate the appearance of the Advance Sheet pages. The Reporter shall review on Thursday of each week the proofs and shall, by the end of the Reporter's business day, clear all material for publication.

(f) Without the previous consent of the Reporter, expressed in writing, no advertising or other material shall be mailed in the same container with any weekly issue of printed Advance Sheets.

Section 5. Manufacture of Bound Volumes.

(a) The Contractor, in the manner prescribed in this contract and in the schedules appended hereto, shall do all typesetting, correcting, printing, and binding of Bound Volumes, embodying sequential and chronological text, which Bound Volumes shall be identified by a designation in writing by the Reporter, all of the said Bound Volumes being additions to the two Series, and containing opinions of the Appellate Courts in cases to be decided during the period beginning July 5, 2001, and continuing



through June 27, 2007, and also including any Bound Volume or Bound Volumes in process on June 27, 2007. The opinion text contained in the said Bound Volumes shall consist substantially of material contained in the printed Advance Sheets to be manufactured and sold by the Contractor pursuant to Sections 3 and 4 of this contract. A Bound Volume shall be deemed to be in process for the purpose of this paragraph if any material chronologically falling within such Bound Volume has been furnished to the Contractor by the Reporter with a direction in writing that it be placed in such Bound Volume.

(b) Each Bound Volume shall contain, in a chronological order to be established by written instructions of the Reporter, judicial opinions of one of the Appellate Courts and such other material as the Reporter may furnish to the Contractor for inclusion therein.

(c) The Contractor shall do all required work and provide and pay for all necessary labor, materials, and facilities in a prompt, proper, faithful, and workmanlike manner and in strict conformity with the provisions of this contract and with the specifications contained herein.

(d) The Contractor shall complete and deliver, at the times and in the manner provided in this contract, the total shipment of copies of each Bound Volume no later than ninety days following the delivery to the Contractor by the Reporter of the last instalment of material, to be included in such bound Volume. With respect to any Bound Volume, the said ninety days shall be enlarged by the number of days during which the Reporter

retains any page proof of that Bound Volume submitted to him by the Contractor, without returning to the Contractor a corrected copy thereof.

(e) One Thousand Eight Hundred copies of each Bound Volume shall be printed and bound. It is agreed that this quantity is the essence of the performance of this contract.

(f) The Contractor shall deliver all copies of all Bound Volumes to or as directed in written instructions by the Reporter.

(g) The Contractor shall make good any defect, omission or mistake in the performance of its work on the Bound Volumes covered by this contract and, if requested by the Reporter to do so, shall publish a corrected version of any Bound Volume which contains substantial errors resulting from deficiencies in the Contractor's performance of its obligations under this contract.

Section 6. Sale of Bound Volumes.

(a) On completion of each Bound Volume, the Contractor shall furnish the Commonwealth with up to seven hundred (700) copies thereof which the Contractor shall distribute as follows: (i) The Contractor shall, within thirty days following the date that binding is completed, distribute single copies to each of such State and municipal offices as the Reporter shall designate by written instructions. Such distribution shall be accomplished through the United States Postal Service or such other service as the Reporter shall approve by written instructions. (ii) The Contractor shall deliver the remainder of

the said copies to the Commonwealth at such location or locations in the city of Boston, not exceeding four such locations, as the Reporter shall designate by written instructions.

(b) After delivery and distribution of the copies referred to in paragraph (a) of this Section 3, the Contractor shall undertake and have full charge of the sale at retail to the general public of the remaining copies of each Bound Volume and, of prior volumes of both Series; shall take upon itself the calling to the attention of the bar of Massachusetts and others who may be interested in such sale, by circular or otherwise, that they are for sale by the Commonwealth; and shall sell them to the public at the following prices, to which postage and handling charges will be added when appropriate:

Current Bound Volumes on subscription:	\$25.00
Back issues of Bound Volumes:	
1-10 volumes	\$20.00 each
11-50 volumes	\$19.00 each
51-100 volumes	\$18.00 each
101-150 volumes	\$17.00 each
151-200 volumes	\$16.00 each
201 volumes or more	\$15.00 each

The Commonwealth hereby constitutes the Contractor its sales agent for the sale of Bound Volumes.

(c) The Contractor shall not sell copies of any volume of either Series where it has reasonable belief that such copies are intended to be resold to the bar of Massachusetts or the

general public. Any requests received by the Contractor for the sale of more than ten (10) copies of a particular volume or volumes shall be forwarded to the Reporter for review, and no such sale shall take place without prior approval in writing by the Reporter.

(d) The Contractor shall retain forty (40) percent of the sale price of each copy of any volume sold by it, and pay the balance of the sale price to the Commonwealth. In addition to the sale price, the Contractor may collect such postage, packaging, and handling charge, not exceeding twenty-five percent of the sale price of each copy, as the Reporter shall approve by written instructions, such postage, packaging, and handling charge to be borne by the purchaser. The sums so retained by the Contractor shall constitute its entire compensation for its services and expenses as sales agent under this section. Payment by the Contractor to the Reporter for copies of volumes sold during each calendar month shall be made not later than the last day of the month next following. Interest at the rate of twelve (12) percent per annum shall be added to any sum due the Commonwealth under this section and not paid by the Contractor on or before that date.

(e) The Contractor shall transport and provide adequate storage facilities for existing inventories of volumes of both Series, published before the effective date of this contract, as well as for future inventories of the volumes of both Series, within ten days following instructions in writing by the Reporter to do so. The Contractor shall retain such inventories during

such time as the Reporter shall require, which time shall not extend beyond the completion of the Contractor's work under Section 2 of this contract. At the time the Contractor takes possession or relinquishes possession of such inventories or any portion thereof, and at such other times as the Reporter shall determine, a physical count of all volumes shall take place, which shall be witnessed by representatives of both the Reporter and the Contractor.

(f) The storage facilities for the inventories of all volumes of reports shall be at such location or locations as the Reporter shall approve by written instructions.

#### Section 7. Specifications of Bound Volumes.

The following specifications of the Bound Volumes are made a part of this contract:

(a) The Contractor shall set in type, proofread, correct, and prepare in final form all manuscript material received by it from the Reporter, in accordance with the contractual provisions and these specifications.

(b) The kind and type used and the style and arrangement of each Bound Volume shall be in substantial conformity to Volume 430 of the Massachusetts Reports, unless the Reporter shall, by written instruction, direct the Contractor otherwise.

(c) The paper stock used in each Bound Volume shall be that commercially known as Book Paper 50#, color Pub White A74, acid-free English finish law book paper, equal in quality to that used in Volume 430 of the Massachusetts Reports.

(d) Each Bound Volume shall contain approximately nine hundred sixty (960) pages of printed material. The size of page and dimensions of the printed matter thereon shall be in conformity to Volume 430 of the Massachusetts Reports.

(e) The binding of each Bound Volume of Massachusetts Reports shall be Buckram of the same style, color, and character of workmanship as that of Volume 430 of the Massachusetts Reports and shall be of material as nearly uniform as possible with the said Volume 430. The markings on the spine shall conform to the general character of the markings on the said Volume 430. The binding of each Bound Volume of Massachusetts Appeals Court Reports shall be Buckram of the same style, color, and character of workmanship and of material as nearly uniform as possible with that of Volume 48 of the Massachusetts Appeals Court Reports, and the markings on the spine shall conform to the general character of the markings on the said Volume 48. With respect to Bound volumes of both Series, binding shall be according to the standards for library binding of the Library Binding Institute as set forth in Attachment F.

(f) The Contractor shall perform the following steps in the manufacturing of each Bound Volume with such time allowed for each step as the Reporter, after consultation with the Contractor and with reference to the requirements of Section 2 of this contract, shall establish by written instructions to the Contractor:

(i) The Contractor shall prepare page proofs containing all material in the weekly Advance Sheets and shall submit to the

Reporter weekly at the time of distributing the Advance Sheets one (1) copy of the said proof for examination and for the insertion thereon of citations, internal page references, and any corrections required by the Reporter. The Reporter will examine this proof in preparation for publication of the Bound Volume.

(ii) After a volume of Advance Sheets has been closed the Reporter will return to the Contractor the corrected proof. The Contractor shall then submit one copy (1) of a final proof to the Reporter for approval.

(iii) A complete set of unbound signatures shall be submitted to and approved by the Reporter.

(iv) A sample cover shall be submitted to and approved by the Reporter, and the volume shall then be printed and bound.

#### Section 8. General Provisions.

(a) The Reporter shall decide all questions which may arise (i) as to the quality, quantity, acceptability, fitness, and rate of progress of the work to be performed under this contract and the schedules appended hereto, including all matters relating to the style, typesetting, proofreading, correction, printing, binding, and final publication of each Bound Volume and (ii) as to the interpretation of this contract and the fulfillment hereof on the part of the Contractor, and his determination or decision in writing shall be final and conclusive. The determination and decision of the Reporter on any question referred to in the preceding sentence shall be a condition precedent to the right of the Contractor to receive payment from the Commonwealth under

this contract.

(b) The Contractor, at its own expense, shall, within sixty days following the date this contract is executed, or such additional time as the Reporter may allow, install on its premises typesetting equipment compatible with the word processing systems employed by each of the Appellate Courts. The equipment so installed by the Contractor shall include such ancillary or linking equipment, and have such capacity as is necessary to enable the Contractor to receive and set in type the opinions of the appellate Courts in a manner conforming to the time schedule and specifications for publication of Advance Sheets, as set out in this contract.

(c) The Contractor shall provide or arrange for an adequate and prompt means of carriage or transmission of manuscript, proof, and other material relating both to the Bound Volumes and the Advance Sheets between its place of business and the office of the Reporter.

(d) Any notice required by this contract to be given by the Reporter to the Contractor and any determination, direction, instruction, or decision which the Reporter is empowered to make under this contract shall be effective and binding on the Contractor if contained in a writing sent by first class mail, postage pre-paid, addressed to the Contractor at \_\_\_\_\_, \_\_\_\_\_ or alternatively, at such other address as the Contractor may hereafter specify by a notice in writing delivered to the Reporter and received by him at the Massachusetts Supreme Judicial Court, Room 1407, New Court



House, Boston, Massachusetts 02108. Any notice required or permitted by this contract to be given by the Contractor to the Reporter shall be effective if contained in a writing delivered to the Reporter and received by him at the Massachusetts Judicial Court, Room 1407, New Court House, Boston, Massachusetts 02108.

Section 9. Creation of Web Site.

(a) The Contractor, as part of its undertaking pursuant to this contract, shall, from material furnished to it by the Reporter, perform the functions necessary for creation of a Web Site and shall provide and pay for all services and facilities necessary therefor in a prompt, proper, faithful and workmanlike manner.

(b) The Contractor shall create a Web Site that provides access, at no cost to the public, to the slip opinions of the Appellate Courts and certain primarily historical and biographical information provided by the Reporter. The public shall have the capability of browsing the latest slip opinions, which shall remain on the Web Site for a period of two (2) weeks.

(c) The Contractor shall provide access to a searchable data base, at a subscription price of One Hundred Seventy Dollars (170.00) for a one-year subscription term, that shall include all material published in the printed version of the weekly Advance Sheets during the term of this contract.

(d) The Contractor may provide links to its corporate Web Site, product information, and other information data bases that it determines through market analysis are desired by users of the

Web Site.

(e) The first subscription term shall begin on Friday, July 13, 2001. The subscription price as fixed in paragraph (c) shall include all material for publication on the Web Site furnished by the Reporter before 2:00 PM on Wednesday of each week. This material should be available for use by the subscribers by the following Monday before 9:00 AM.

(f) The Contractor shall make available to subscribers access to the Web Site on Monday, July 16, 2001. This initial access shall include the opinions of the Appellate Courts released during the week ending Wednesday, July 11, 2001, together with such other material as may be provided by the Reporter pursuant to this contract.

(g) The Contractor shall make available to subscribers opinions provided by the Reporter through Wednesday, June 27, 2007, together with such other material as may be included by the Reporter pursuant to this contract.

(h) The Contractor shall include on the Web Site all rules of court issued by the Appellate Courts during the contract term, to the extent that the Reporter shall so direct by written instructions. Without limiting the generality of the preceding sentence, the term "rules of court" shall include the Massachusetts Rules of Civil Procedure, the Massachusetts Rules of Appellate Procedure, the Massachusetts Rules of Criminal Procedure, the Rules of the Supreme Judicial Court, and the Rules of the Appeals Court, and any amendments to the aforementioned rules.

(i) If the Contractor, as a result of the termination of this contract or for any other reason, shall fail to furnish to any subscriber who has paid the subscription price access to the Web Site Advance Sheets such subscriber is thereby entitled to receive, the Contractor shall thereupon refund to such a subscriber such portion of the subscription price as represents the portion of the subscription year during which the Contractor has so failed.

(j) The Contractor shall, under the direction of the Reporter, publish on the Web Site a cumulative table of titles and an index of the Reporter's catchwords, with respect to the Advance Sheets of each Appellate Court, at the completion of the printed Advance Sheets comprising each Bound Volume and at the approximate midpoint thereof, and shall provide access to the subscribers at the same time as the printed version of the next weekly issue of the Advance Sheets is available to subscribers.

(k) The Contractor shall furnish, without charge, up to one hundred fifty (150) subscriptions to that portion of the Web site that is designated for subscribers only, including subscriptions, in the quantities respectively indicated, to the following offices of the Commonwealth: Supreme Judicial Court, subscriptions; Appeals Court, Attorney General, State Secretary, State Library, and Reporter.

(l) The Contractor shall assess, collect, and pay over to the Commonwealth all applicable sales tax on sales of subscriptions to the Web site. Payment to the Commonwealth of such tax shall be made at the time and in the manner required by

law.

(m) When requested by the Reporter, the Contractor shall furnish to the Reporter complete listings of subscribers to the Web site. Each listing so furnished shall be brought up to date by the Contractor not less frequently than every three months and upon any discontinuance by the Reporter, for any reason, of the Contractor's responsibility for the Web site under this contract.

The listings so furnished shall be the property of the Commonwealth and the Commonwealth may use said listings for any purpose without incurring any liability to the Contractor.

(n) The Reporter may from time to time, designate in writing certain subscriptions to the Web site as being for the use of the Trial Court of the Commonwealth. With respect to any subscription or subscriptions so designated, the Contractor agrees to begin furnishing weekly issues of the Web site upon request by the Trial Court, and to continue such service in effect for no less than sixty days, pending receipt of payment by the Commonwealth therefor. The Contractor also agrees to cumulate, insofar as feasible, its charges for such subscriptions in a single monthly invoice to the Central Law Book Account of the Trial Court, or to such other account as the Reporter shall designate in writing.

#### ATTACHMENT B - Payments

to the Contractor.

For full and satisfactory performance by the Contractor of this contract and as the Contractor's entire compensation from

the Commonwealth for everything done and furnished by it under this contract, including without limitation of generality the making of all corrections (other than Author's Corrections) but excluding the compensation received by it under Section 3 relating to the sale or mail distribution of Bound Volumes and Section 4 subject to appropriation or appropriations therefor, shall pay to the Contractor and the Contractor shall accept the sum of \$ \_\_\_\_\_ Dollars for each Bound Volume covered by this contract.

ATTACHMENT C - Accounting reports.

A report containing an accounting by the Contractor to the Reporter for copies of bound volumes sold during each calendar month shall be made not later than the last day of the month next following. The Contractor shall include in the report an accounting for any copies of volumes it has delivered but for which it has not received payment.

ATTACHMENT D - Deliverables.

The type set or other composition including, but not limited to, all electronically formatted discs and tapes necessary for the printing of the Bound Volumes and the printed Advance Sheets or either of them under this contract shall not be used nor permitted to be used, directly or indirectly, by the Contractor to publish further material for sale to the public without written permission of the Reporter, and all of such type set or other composition with respect to any Bound Volume not yet

published, together with any other work in process under this contract, shall be delivered to the Reporter forthwith upon the discontinuance of the work or any part thereof pursuant to this contract.

ATTACHMENT E - Insurance.

(a) Performance bond. The Contractor shall obtain a performance bond payable to the Commonwealth in the sum of \$ \_\_\_\_\_, with a surety company qualified to do business in Massachusetts. The bond shall be accompanied by the usual attesting certificate from the insurance company.

(b) Certificate of insurance. Upon taking possession of any existing inventories of volumes of both Series or any portion thereof, the Contractor shall procure insurance, with such carriers and upon such terms as, in the judgment of the Reporter, shall be sufficient to indemnify the Commonwealth for any loss of or damage to such inventories or such portion thereof, and the Contractor shall pay the premiums for such insurance in a timely manner when due.

ATTACHMENT F - Library Binding Institute  
Standard for Library Binding