

CONTRACT
FOR EDITING, PRINTING, AND DISTRIBUTING
THE ADVANCE REPORTS AND BOUND VOLUME
OF VOLUMES 211-213 OF THE VERMONT SUPREME COURT REPORTS

AGREEMENT, made this ____ day of _____, ____ between the State of Vermont acting by and through the Court Administrator under the authority granted pursuant to 29 V.S.A. § 1191 and Matthew Bender & Company, Inc., a member of the LexisNexis Group of Miamisburg, Ohio, a corporation organized under the laws of the State of New York (hereinafter called the Company).

WITNESSETH

The parties hereto, in consideration of the mutual promises hereinafter set forth, agree as follows:

1. The printing of the advance reports and bound volume of Volumes 211-213 of the Vermont Reports shall be in the same type face, format, and sizes as Volumes 128-210, with all preliminary pages, digest, and tables subject to the approval of the Court Administrator. (See Supplemental Specification Sheet attached to and made a part of this contract).

2. The Company shall furnish the paper for the advance reports and bound volumes which shall be 50 pound weight, or acceptable approved substitute.

3. The Company shall supply the binding for the bound volumes, which shall be of the same high quality, color, and size as the that used for Volumes 128-210, and the printing on the backbone of the volumes shall be similar to that on Volumes 128-210 and conform to copy to be approved by the Court Administrator. The binding for the bound volumes for the State of Vermont shall be engraved with words “PROPERTY OF THE STATE OF VERMONT” on the outside of

the front cover. (See Supplemental Specification Sheet attached to and made a part of this contract).

4. Each bound volume except those shipped directly to the Court Administrator shall be packaged individually and stamped on the package "VERMONT REPORTS (volume number)."

5. From two clear and legible copies of each opinion to be published and all information needed for compiling case histories and attorneys of record furnished by the Court Administrator in chronological order, the Company shall prepare and edit the headnotes, case history, attorneys of record, digest paragraphs and tables for the opinions and shall verify all citations used and supply parallel references to the Atlantic Reporter.

6. The Company shall furnish the Court Administrator with three sets of galley or page proofs of the advance reports and one set of page proofs of the bound volume and shall not print until approved by the Court Administrator. The Company shall furnish the Court Administrator with one set of page proofs of the preliminary pages and the pages in the advance reports on which corrections have been made, for review and approval, prior to printing the bound volume.

7. All editorial, printing and binding work on Volumes 211-213 of Vermont Reports shall be done with the approval and to the satisfaction of the Court Administrator.

8. The Company will edit, print, and deliver upon instructions of the Court Administrator at least 60 copies of the advance reports of Volumes 211-213, to be furnished periodically in units, as set forth below, until the text of opinions for the volume is completed.

- a. Opinions furnished by the Court Administrator under paragraph 5 are to be delivered under paragraph 11 as a unit of advance reports within 90 days of the date of their receipt by the Company, exclusive of the time period beginning with the

day the Court Administrator receives galley or page proofs of these opinions for review and approval under paragraph 6 and ending with the day of receipt by the Company of the returned galley or page proofs and approval for printing.

- b. Each unit except the last shall contain at least 25 opinions. The last unit shall contain the memorandum decisions filed during the months to be covered by the opinions in the volume and the number of opinions necessary to comply with the 645-650 page requirement of paragraph 9.
- c. The Court Administrator will not furnish more than 25 opinions within any 30 day period unless requested by the Company. The Court Administrator will furnish the memorandum decisions as quickly as possible to enable the Company to ascertain the exact content of the last unit of the advance reports.

9. The Company will edit, print, and deliver upon instructions of the Court Administrator at least 90 bound copies of Volumes 211-213, which shall not be less than 645 pages nor more than 650 pages each, of the opinions (Title, Atlantic Reporter citation, sequential number citation, Supreme Court docket number(s) and date(s) of filing, list of Justices present, headnotes, case history, attorneys of record, trial judge, and text), including the memorandum decisions (Title, Atlantic Reporter Citation, sequential number citation, Supreme Court docket number(s) and date(s) of filing, forum appealed from, trial judge, and text), within 60 days of delivery of the last unit of advance reports for this volume.

10. The Court Administrator shall pay the Company for timely and satisfactory performance of the contract as follows:

- a. Thirty-six dollars (\$36.00) per copy of a complete set of the advance reports at the rate of one-fourth of the total amount due following delivery of each unit with balance of the total payable upon delivery of the last unit.
- b. Forty-one dollars (\$41.00) per copy upon delivery of the bound volumes.

11. Advance reports and bound volumes shall be packed in sturdy cartons or containers suitable for mailing and delivered F.O.B. destination to courts and court officials, on labels to be supplied by the Company, with the balance of advance reports and bound volumes to be delivered F.O.B. destination to, and with provision for unloading and inside delivery at, the Office of the Court Administrator. Receipt of advance reports and bound volumes at the Office of the Court Administrator and by the addressees on the labels supplied by the Company shall constitute delivery.

12. The Company understands that any agreement entered into with the Court Administrator will authorize the editing and printing of Volumes 211-213 of the Vermont Reports only to the extent that funds are appropriated and made available for this work by the Vermont Legislature, and that there will be no obligation on the part of the Court Administrator for any work which the Company might do for which no funds are made available.

13. The parties agree that the work done by the Company with respect to Volumes 211-213 shall constitute "work made for hire" as that term is used in U.S.C., Title 17.

14. The Company shall sell and deliver copies of the advance reports and bound Volumes

211-213 of the Vermont Reports, in addition to those purchased by the Court Administrator, directly to other State of Vermont officials for the same price as it charges the Court Administrator. The Company may bill other State of Vermont officials for a complete set of advance reports upon delivery of the first unit thereof. Total distribution at this price shall not exceed 300 copies of either advance reports or bound volumes.

15. The Company shall have the exclusive sales rights of the advance reports and bound volumes of Volumes 211-213 of the Vermont Reports in and out of the State of Vermont except for the copies purchased by the State of Vermont. The right to sell all or any part of the advance reports and bound volumes of Volumes 211-213 in any other form now known or developed in the future is expressly retained by the Court Administrator on behalf of the State of Vermont.

16. The Company shall sell copies of the bound Volumes 211-213 of the Vermont Reports to the general public for not more than \$72.00 per volume plus postage and any applicable taxes and advance reports for not more than \$98.00 plus postage and any applicable taxes per complete set.

17. The Company agrees to print and bind a sufficient number of bound Volumes 211-213 of the Vermont Reports to satisfy the needs of the Court Administrator, other State of Vermont officials, and the public for a twenty-year period beginning on the date of execution of this contract. Following this twenty-year period, the Company may continue to sell copies of Volumes 211-213 to the general public for the price set forth in this contract or the price set forth in the contract for the volume of Vermont Reports most recently contracted for, whichever price is higher. The Company agrees that the magnetic computer tape or any other technology which contains the Company's original copy from which the bound volumes are published shall become the property

of the Court Administrator should the Company for any reason discontinue publication of bound Volumes 211-213.

18. In the event that the Court Administrator or other State of Vermont officials shall in the future need copies of bound Volumes 211-213 of the Vermont Reports in addition to the 300 copies provided for in this contract, the Company shall make the additional copies available to the Court Administrator or other State of Vermont officials, but not for resale, at 35% less than the price at which this contract authorizes the Company to sell them to the general public.

19. For each day of delay in delivery of either the advance reports or the bound volumes of Volumes 211-213, a deduction of \$25.00 from the contract price will be made. For each day of delay in delivery beyond ten days a further additional deduction of \$10.00 from the contract price will be made.

20. The Company will furnish a performance bond procured from a corporate surety satisfactory to the State of Vermont in favor of the State of Vermont in the amount of 100% of the contract price, as a guarantee of the Company's performance of all its duties and obligations under this contract.

21. The Company shall comply with all the requirements of 21 V.S.A. Chapter 5, Subchapter 6, entitled "Fair Employment Practices" and the Americans with Disabilities Act of 1990 to the extent applicable and shall include a similar provision in all agreements with subcontractors.

22. As required by law (32 V.S.A. § 3113) the Company certifies, under the pains and penalties of perjury, that the Company is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date the Company signs this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above by and through their duly authorized officers.

STATE OF VERMONT

Patricia Gabel, Court Administrator

**MATTHEW BENDER & CO., INC.,
a member of the LexisNexis Group**

Anders Ganten, Senior Director
Government Content Acquisition

APPROVED AS TO FORM:

Office of the Attorney General

Date: _____