

ATTACHMENT A

CONTRACT

COPY

This contract between the Supreme Court of Illinois, through its authorized agent, the Administrative Office of the Illinois Courts on behalf of the Reporter of Decisions (hereinafter "Reporter"), and West Group (hereinafter "Contractor") is entered pursuant to the provisions of the Official Court Reports Act (705 ILCS 65/0.01 et seq. (West 2002)) and the authority vested in the parties by law.

The purpose of this contract is to produce in a timely manner the highest quality official report consistent with the specifications herein. Timely performance by the Contractor in each and every way of this contract will be essential. The Contractor will print advance sheets and bound volumes of the opinions of the Illinois Supreme Court and the Illinois Appellate Court (hereinafter, collectively, the "Official Reports") and such other materials as the Reporter directs.

Advance Sheet Production

I. Publishing Schedule

The Official Reports advance sheets shall be published biweekly on Wednesday. The first advance sheets published under this contract will be dated August 4, 2004. Unless modified by agreement of the parties, the Supreme Court section of the advance sheets shall be separate from and precede the Appellate Court section of the advance sheets. Both sections shall be published in a single paperback book, except that, no more than three times in any 12-month period, the Reporter may require that a single paperback book be published and shipped as two paperback books, so as to accommodate released opinions whose publication in a single book would exceed machinery bulking capacity.

Materials Specification

I. Style

The bound volumes of the opinions of the Illinois Supreme Court (Illinois Reports of Ill. 2d) and the bound volumes of the opinions of the Illinois Appellate Court (Illinois Appellate Reports or Ill. App. 3d) and other material published with such opinions shall be substantially similar to volumes 187 Ill. 2d and 300 Ill. App. 3d, respectively, with regard to typeface, size and style, book height and depth, paper quality (including finish, opacity, and bulking), paper color, end sheet, binding, cover cloth, and stamping (which includes a preliminary blind stamping).

II. Binding & Paper

The paper used in the Illinois Reports will be 45-lb. natural Lawbook paper. The endsheet stock is 80-lb. book basis white endleaf International Paper. The buckram binding fabric is Treasure Trove (LBS) Tan No. 783F grade. Rock-Tenn pasted oak board is used in the covers. The paper in Ill. App. 3d will be 32-lb. off-white Lawbook paper. The endsheet is the same as for the Ill. 2d books. The buckram binding fabric is to be Roxite Record D grade buckram. Rock-Tenn pasted oak board is used in the Ill. App. 3d covers. Binding for all bound volumes produced under this contract will be Burst-bound, of a quality and

durability equivalent to the bound volumes produced for West Group's National Reporter Series.

The covers for the advance sheets shall be in a color and weight substantially similar to that of the March 7, 2001, advance sheet. The advance sheet paper stock shall be between 22-lb. and 45-lb. book basis, special white or off-white, and shall be uniform throughout a single issue of an advance sheet. Each issue is side gathered and perfect bound.

These materials, or materials of an equivalent quality (subject to the approval of the Reporter of Decisions), shall be used by the Contractor in performing under the contract.

III. Ink

The ink density in the Illinois Reports shall be substantially like that in 187 Ill. 2d, and the ink density shall be uniform throughout each bound volume.

The ink density in the Illinois Appellate Reports shall be substantially like that in 300 Ill. App. 3d, and the ink density shall be uniform throughout each bound volume.

The paper and ink density in a particular issue of the advance sheets shall be uniform within the Supreme Court section of each advance sheet and within the Appellate Court section of each advance sheet.

IV. Number of Pages

Bound volumes of the Illinois Reports will contain at least 640 but not more than 700 printed pages, unless the volume also contains additional material which has historically been published in such volume or in an Index volume. Examples of additional material include, but are not limited to, Supreme Court Rules and Memorials.

Bound volumes of the Illinois Appellate Reports will contain at least 1,200 but not more than 1,232 printed pages.

V. Variations from Specifications

Specifications for materials, as delineated in this section, may be altered by mutual agreement of the parties.

Copy Furnished by Reporter

I. Copy to be Provided

During the term of this contract, the Reporter will electronically transmit to the Contractor machine-readable copies of the Supreme and Appellate Court opinions, table of cases, indices, and such front matter that has traditionally appeared in the Official Reports advance sheets (hereinafter, "Documents"). The Contractor shall compose and typeset all materials submitted for inclusion in an advance sheet, and shall alphabetize and otherwise arrange all tables and indices. Advance sheets shall substantially conform to the composition of the March 7, 2001, advance sheet. Copies for advance sheet covers, title pages, and maps and other inserts may be submitted in hardcopy, rather than electronic format, for typesetting by the Contractor.

All electronic copy for the advance sheets shall be submitted to the Contractor by the normal end of the fifth workday before the cover date of the advance sheet. The Contractor shall return galleys of advance sheet pages for final proofing by the Reporter before the close of the second workday after the Reporter's transmission of the materials.

The Reporter's Office in Bloomington, Illinois, shall be the site from which the Documents will be electronically transmitted via WestSend, the Contractor's proprietary communications software, unless the parties agree otherwise.

The Reporter shall provide and maintain all equipment and software used in the preparation of the Documents.

Documents will be transmitted to Contractor by the Reporter in WordPerfect format or in such form(s) and format(s), and by means of such transmission protocol(s) and procedure(s), as the parties may mutually agree upon from time to time.

The Reporter shall monitor the electronic transmission of Documents to insure that all Documents required to be transmitted to Contractor are in fact being properly, accurately, and timely transmitted. Timeliness, accuracy, and completeness are of the essence. If the Reporter determines, or Contractor advises the Reporter, that (i) Documents are not being transmitted on a timely basis, (ii) accurate Documents are not being provided, or (iii) all Documents are not being provided, the Reporter shall promptly institute corrective action to insure that all Documents are timely, accurately, and fully transmitted to Contractor. The Reporter further agrees that, if Documents are garbled or distorted in transmission, the Reporter shall promptly retransmit such Documents to Contractor as soon as practicable.

The Reporter shall not be responsible for system failures, such as failure of the Reporter's equipment, software telecommunications system or the like, which cause delays in or prevent the transmission of Documents. However, the Reporter shall promptly notify Contractor of any such failures. If a system failure cannot be remedied within a reasonable period of time, the Reporter agrees to send the Documents to Contractor on diskettes (furnished by the Contractor) via overnight delivery service at Contractor's expense until such time as electronic transmission resumes.

Should the Reporter change its equipment, software, telecommunications system or the like in a way that affects the transmission of Documents, the Reporter agrees to notify Contractor of such change as soon as practicable and to consult with Contractor about such change to insure that the new equipment, software, telecommunications system and the like are compatible with Document transmission between the Reporter and Contractor. Further, if the Reporter changes its procedures for the transmission of Documents in any way (e.g., switching to Internet transmission protocols), the Reporter agrees to promptly notify Contractor of such changes and consult with Contractor to implement appropriate Document transmission procedures and protocols to ensure the uninterrupted electronic transmission of Documents to Contractor at the earliest possible time.

To the extent not provided for above, the specific methods and timing of the electronic transmission of Documents to the Contractor will be subject to the parties' mutual agreement from time to time.

Notwithstanding any provision to the contrary, any and all agreements or arrangements, whether oral or in writing, now in effect governing the Reporter's furnishing of the copy of opinions to Contractor or to its affiliated companies (including release information, corrections, and the like) are not superseded or

affected in any way by this contract.

The Contractor shall print no material in the Official Reports other than that furnished or authorized by the Reporter. No changes shall be made in any copy furnished by the Reporter's office without the approval of the Reporter's Office.

II. Inserts

The Contractor will be required to prepare (including enlargements or reduction or foldouts, if necessary) any tables, charts, photographs or other material that may be included in the advance sheets and bound volumes of the Official Reports. The manner of positioning and folding the insert shall be determined by the Reporter in consultation with the Contractor.

Production of Bound Volumes

I. Corrected Pages

After publication of an advance sheet, the Reporter may return copies of pages marked to show where changes are to be made by the Contractor prior to creation of a bound volume. The Reporter may also submit additional material to be included in the bound volume for typesetting prior to the volume's binding.

II. Check Sample

Within 20 workdays of the receipt of corrections for a volume of the Illinois Reports or the Illinois Appellate Court Reports, or within 20 workdays of notice by the Reporter that a volume is ready for presswork, an unbound checking sample of each volume of the Illinois Appellate Reports and the Illinois Reports shall be submitted by the Contractor to the Reporter before the other signatures of that volume are trimmed or bound. Such sample shall be representative of the overall quality of all copies of that volume. The Reporter shall within 20 workdays of its receipt look at the checking sample and inform the Contractor in writing whether, in the opinion of the Reporter, the book meets the specifications of this contract.

If the Reporter determines that it meets such specifications, the Contractor shall prepare the other copies of the volume for distribution. If the checking sample does not meet the specifications of this contract, the Contractor shall be obligated to cure the deficiencies or errors and submit a new checking sample for approval.

III. Defects Not Waived

Only obvious printing defects in a checking sample shall be waived by failure of the Reporter to object to them.

IV. Number of Copies Printed

The Contractor shall print at least 1,200 copies of each bound volume of the Illinois Reports and 1,200 copies of each bound volume of the Illinois Appellate Reports.

Publication Schedules

I. Advance Sheets

Advance sheets shall be deposited in the U.S. Mail no later than two days following their cover date, and shall be properly labeled or addressed by the Contractor to the respective subscribers, with second-class postage prepaid by the Contractor, to such addresses as the Administrative Office of the Illinois Courts (hereinafter "AOIC") or the recipients may provide.

II. Bound Volumes

Bound volumes of the Illinois Reports and Illinois Appellate Reports shall be distributed within 20 workdays of the date when the particular bound volume has been entirely cleared for presswork. This schedule is exclusive of the period of time the checking sample is in the Reporter's possession for approval. The Contractor shall mail or otherwise deliver bound volumes of the Official Reports to such persons in the Judicial branch of Illinois government as directed by the Reporter or the Director of the AOIC. Delivery shall be by U.S. Mail at fourth-class rate (book rate) or other means at least as timely. Delay caused by the Reporter or an act of God shall excuse, for the period of such delay, the time limitations fixed for the distribution of bound volumes of the Official Reports.

Subscriptions

I. Purchases by State

The Director of the AOIC shall purchase, or cause to be purchased, 775 or more copies of each volume of the Illinois Reports and Illinois Appellate Reports produced during the contract term including those volumes appearing in the Official Reports advance sheets but not bound until after the close of the contract term.

II. Prices to the State

1st Year of the Contract Term:

The Contractor shall sell and deliver to the State of Illinois each volume of the Illinois Reports produced and shipped during the 1st year of the contract term at the rate of \$13.62 per book.

The Contractor shall sell and deliver to the State of Illinois each volume of the Illinois Appellate Reports produced and shipped during the 1st year of the contract term at the rate of \$20.52 per book.

The Contractor shall provide and the AOIC shall purchase or cause to be purchased 900 subscriptions to the Official Reports advance sheets at a cost of \$48.98 for each subscription. If the AOIC, or any other branch of the Illinois Judiciary, requests advance sheet subscriptions in addition to the aforementioned 900 subscriptions, the Contractor shall provide such subscriptions at \$48.98 per subscription.

In subsequent years, the price to the State will increase the greater of either 4% or the percentage difference between the PPI of May of the previous year and the estimated index for May of the current year. This increase will be applied to previous year's prices charged to the State of Illinois for bound volumes (including those volumes appearing in the Reports advance sheets but not bound until after the close of the

contract term) and advance sheets. Minimum quantity-purchased requirements will remain unchanged. PPI, for the purposes of this contract, is the "United States Department of Labor, Bureau of Labor and Statistics, Producer Price Index, Industry: Book Publishers, Product: Technical, scientific and professional book publishing Code: 5111303".

III. Public Sales

From August 1, 2004 through July 31, 2011, Advance sheets shall be offered for sale to the public for no more than \$306 per year, plus transportation. Bound volumes of the Illinois Reports shall be sold to the public at no more than \$57.75 per volume, plus transportation. Bound volumes of Illinois Appellate Reports shall be sold to the public at no more than \$66.00 per volume, plus transportation.

Except as later provided in this paragraph, and within the limits set above for maximum prices of the Illinois Reports, the Illinois Appellate Reports, and the Official Reports advance sheets, the Contractor will be free to sell the Official Reports on the basis of any prices or pricing structure that it deems fit. For example, the Contractor may offer discounts or free books to jobbers, new subscribers, subscribers who prepay for books, subscribers who take other services or buy other books published by the Contractor, or subscribers who take multiple copies of all or part of the Official Reports. The Contractor must, however, offer to sell the Illinois Reports, the Illinois Appellate Reports and the official advance sheets separately.

IV. Accounts Receivable

Billing and accounts receivable for advance sheets and bound volumes shall be the complete responsibility of the Contractor.

V. Subscription Lists

Annually the Contractor shall furnish the Reporter a list of subscribers to the Official Reports on the anniversary date of the contract. The list must clearly show whether a subscriber receives the advance sheets, the Illinois Reports, the Illinois Appellate Reports, or any combination of the three. Said list shall be provided for the Reporter's informational use only, and shall not be disclosed for use by other third parties.

VI. Back Volumes

The Contractor shall fill orders for back volumes whenever it has the volumes on hand. The price of such back volumes shall be determined by the Contractor.

VII. Display of Official Reports on Electronic Products

Throughout the term of the contract and any extensions thereto, the Contractor, at its sole discretion and cost, shall have license to use and authorize use of the complete copyrighted versions of the Official Reports (historical and prospective) electronically, including but not limited to online display, CD-ROM, and any successor electronic technology. Upon expiration or termination of this contract and any extensions thereto, or if at anytime the Reporter of Decisions awards this contract to a successor Contractor, then, pursuant to the direction, supervision and approval of the Court, the Successor Contractor may license the right to use and authorize use of the complete copyrighted versions of the Official Reports (historical and prospective) for electronic display, including but not limited to online display, CD-ROM and other successor technology.

Payments by State

The Contractor shall submit a voucher to the Reporter of Decisions of the advance sheets and the bound volumes of the Official Reports delivered at the direction of the AOIC. Such voucher shall show the volume involved, the number of books delivered, and the total amount billed. Voucher shall be submitted to the AOIC for approval, and the amounts shall be paid to the Contractor according to law.

Failure to Comply with Quality Standards

I. Remedies of the State

If a significant number of copies of an issue of the advance sheets or bound volume of the Illinois Reports or Illinois Appellate Reports fail to substantially conform to the specifications of this contract with respect to the quality of materials, workmanship, or printing, and if, in the case of a bound volume, the right of the Reporter to object to such failure has not been waived by approval of a checking sample, the Reporter or the AOIC may inform the Contractor of such failure and may propose an amount of a credit allowable to the AOIC to be shown upon a forthcoming voucher submitted by the Contractor for payment by the AOIC pursuant to this contract, or may reject the tendered volume, within a reasonable period after delivery, and request resubmission of the relevant volume after the defect has been corrected. In case of rejection due to nonconformity with the contract, the Contractor will be required to deliver the re-pressed or otherwise conforming volume within 30 days of notice of rejection and shall assume all costs necessitated by the delivery of nonconforming volumes.

II. Errata Sheets

The Reporter may require that the Contractor print and distribute errata sheets, peel-off or glue-in labels, or other errata notices for bound volumes which may also include correcting bound volumes in the Contractor's inventory. The expense for printing and distributing and correcting copies in inventory due to such notices shall be borne by the Contractor.

Failure to Meet Time Limitations

Shortages of materials or labor due to strikes or labor disputes will not excuse the time limitations imposed upon the Contractor in the contract, and if the Contractor fails to meet time limitations, the Contractor will be responsible for securing materials or printing work elsewhere with the approval of the Reporter.

Marketing

The Contractor shall be free to enter into such legal marketing arrangements for the Official Reports as it deems appropriate, provided such arrangements are not contrary to any provisions of this contract.

The Contractor may propose advertising or promotional material for publication in the Official Reports advance sheets. When such materials are proposed, they shall be submitted by the Contractor in draft form to the Reporter for approval at least three weeks before the advance sheet cover date.

The Contractor will be allowed to use the designation "Official Publishers of the Illinois Reports and the Illinois Appellate Reports," or a like phrase; for its promotional purposes.

Expiration of Contract

At the end of the term of the contract, it will be the obligation of the Contractor to complete the printing and distributing of any bound volumes of the Illinois Appellate Reports and Illinois Reports for which some of the opinions to be contained therein have already been published in the advance sheets within the term of the contract. The Contractor shall maintain the right to sell said bound volumes to current State and private sector subscribers at the then current prices. The Contractor shall retain the inventory of unsold bound volumes of the Official Reports for a period of six years beyond the term of the contract. Individual or multiple volumes from such inventory shall be made available to the State of Illinois and to any successor Contractor for purchase at a mutually agreed cost not to exceed the current public price.

Should a successor publisher or the Reporter of Decisions at any time wish to purchase the entire inventory of back volumes of Official Reports, said entire inventory shall be offered for purchase at the Contractor's cost basis for Federal tax purposes. A successor Contractor will not be allowed to purchase all of the inventory or back volumes without the prior written consent of the Illinois Supreme Court or the Reporter of Decisions.

The Contractor will be required to cooperate fully with the Reporter's Office and any successor Contractor during any period of transition between Contractors.

Copyright

The Contractor will not be licensed to use any State copyrighted materials, except in the Official Reports, solely by reason of the contract. If the Contractor desires to use copyrighted materials, the terms of any license to do so shall be the subject of a negotiated agreement between the Supreme Court and the Contractor. The copyright in the Official Reports shall, to the extent permitted by law, be taken by and vested in the Supreme Court, State of Illinois, and the Reporter of Decisions of Illinois, for the benefit of the People of the State of Illinois.

The Contractor will be required to furnish forms and copies of the Official Reports to the copyright office for securing the copyright and to pay any expenses or fees incurred thereby. Copies of the copyright forms shall be presented to the Reporter's office for approval before mailing, except to the extent that this condition is later modified by the Reporter.

Official Reports Pagination

The Reporter of Decisions of the State of Illinois agrees to license the pagination to the Illinois Official Reports for display in West Group's electronic reporter products. This license shall remain in effect for the life of the contract.

West Group shall have the sole responsibility to insert the pagination into their reporter products and to verify the accuracy of such an effort.

West Group has paid the Reporter of Decisions of the State of Illinois a one-time fee of ten-thousand dollars (\$10,000) for the license of the Illinois Official Reports pagination.

Exclusive Printing and Distribution Right

The Contractor's right to distribute the Official Reports in print and electronic media will be exclusive.

Security Bond

The Contractor will be required to post with the AOIC a security or performance bond equal to \$50,000.

Failure to appropriate

Obligations of the Reporter of Decisions or the AOIC shall cease immediately if in any fiscal year the General Assembly of the State of Illinois fails to appropriate or otherwise make available funds for this contract. The AOIC will use its best efforts to secure a sufficient appropriation to cover the contract.

Illinois Law to Control

The validity of the contract and of any of its terms or provisions, as well as the rights and duties of the parties hereto, will be governed by the laws of the State of Illinois. Any action at law or in equity to enforce or interpret the provisions of the contract must be brought in Springfield, Sangamon County, Illinois.

The Contractor, its agents, its subContractors, its officers, and its employees shall all be bound by the contract and the laws of Illinois, including any provisions of Public Act 77-93 of the State of Illinois, to the extent that they govern this contract.

In-State Agent

In accordance with section 2(b) of the Official Court Reports Act (705 ILCS 65/0.01 et seq), the Contractor designates Ronald McIlvain, of Deerfield, Illinois, as its resident management employee.

Conflict of Interest

The Contractor hereby certifies that it is not a State employee, nor does any State employee have more than a 7 ½% interest, or together with a spouse or minor child more than a 15% interest in this contract.

Nondiscrimination

The Contractor, its employees, and its subcontractors hereby agree not to commit unlawful

discrimination and agree to comply with applications of the Illinois Human Rights Act, the U.S. Civil Rights Act and section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Antibribery

The Contractor hereby certifies that it has not been barred from entering into an agreement as a result of a violation of sections 33E-3 or 33E-4 of the Criminal Code of 1961. The Contractor also certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois in that officer or employee's official capacity, nor has it made an admission of guilt of such conduct which is a matter of record and for which it has not heretofore been prosecuted.

For purposes of this provision, where an official or employee of the Contractor committed bribery or attempted bribery on behalf of the Contractor and pursuant to the direction or authority of a responsible official of the Contractor, the Contractor shall be chargeable with the conduct.

Term of Contract

The term of this contract shall commence on August 1, 2004, and shall extend through July 31, 2011. This contract shall be binding on the successors in interest of the parties and may be further modified, renewed, or extended upon the mutual consent of the parties and with the approval of the Illinois Supreme Court.

Attestation

~~The above terms and conditions are agreed to on the ___ day of ___, 2004, at Springfield, Illinois:~~

~~_____
Kathleen L. Gazda
Assistant Director, Administrative Services
Administrative Office of the Illinois Courts~~

~~_____
Malcolm C. Conner, West Group
Vice President of Government Segment~~