

State of Georgia

State Entity Standard Contract Form

Solicitation Title Publication of Supreme Court and Court of Appeals Opinions	Solicitation Number 99999-SPD0000169	Contract Number
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1. This Contract is entered into between the State Entity and the Contractor named below:

State Entity's Name
Supreme Court of Georgia (hereafter called State Entity)

Contractor's Name
Matthew Bender & Co., Inc. d/b/a/ LexisNexis (hereafter called Contractor)

2. Contract to Begin: July 1, 2020	Date of Completion: June 30, 2021	Renewals: 3 One-Year
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3. Performance Bond, if any: \$100,000	Other Bonds, if any: N/A
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4. Maximum Amount of this Contract: \$70,000	Total Financial Obligation of the State Entity for the First Fiscal Year: \$0	Total Financial Obligation of the State Entity for each Renewal Period if Renewed: \$0
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5. Authorized Person to Receive Contract Notices for State Entity: Jean Ruskell [ruskellj@gasupreme.us]	Authorized Person to Receive Contract Notices for Contractor: Brian Kennedy
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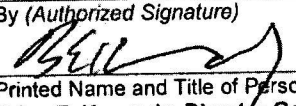
6. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

Attachment 1: State Entity Contract Terms and Conditions for Services
Attachment 2: Solicitation (referenced above)
Attachment 3: Contractor's Final Response

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

7. **Contractor**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)
Matthew Bender & Co. Inc.

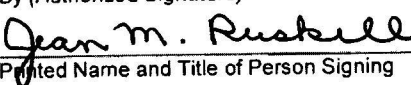
By (Authorized Signature) 	Date Signed 1/6/2020
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Printed Name and Title of Person Signing
Brian E. Kennedy, Director Government Content

Address
1801 Varsity Drive, Raleigh, NC 27606

8. **State Entity**

State Entity Name
Supreme Court of Georgia

By (Authorized Signature) 	Date Signed 1/24/2020
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Printed Name and Title of Person Signing
Jean M. Ruskell Reporter of Decisions

Address
330 Capitol Ave. SE Suite 2400 Atlanta, GA 30334

STATE OF GEORGIA
AGENCY STANDARD CONTRACT
Attachment 1
Contract Terms and Conditions for Services

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

- (i) **"Contractor"** means the provider(s) of the Services under the Contract.
- (ii) **"Purchase Instrument"** means the documentation issued by the State Entity to the Contractor for a purchase of Services in accordance with the terms and conditions of the Contract. The Purchase Instrument should reference the Contract and may include an identification of the Services to be purchased, the time and location such Services will be utilized, and any other requirements deemed necessary by the State Entity.
- (iii) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the State Entity.
- (iv) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the State Entity Standard Contract Form that was issued to solicit the Services that are subject to the Contract.
- (v) **"Services"** means the services and deliverables as provided in the RFX and as further described by the Response and the Contract.
- (vi) **"State"** means the State of Georgia, the State Entity, and any other authorized state entities issuing Purchase Instruments against the Contract.
- (vii) **"State Entity"** means the State of Georgia entity identified in the State Entity Standard Contract Form to contract with the Contractor for the Services identified in the Contract.
- (viii) **"State Entity Standard Contract" or "Contract"** means the agreement between the State Entity and the Contractor as defined by the State Entity Standard Contract Form and its incorporated documents.
- (ix) **"State Entity Standard Contract Form"** means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for Services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Contract shall be incorporated by reference into this Contract unless the State Entity has accepted the Contractor's objection or amendment in writing. The State Entity Standard Contract Form is defined separately and referred to separately throughout the State Entity Standard Contract as a means of identifying the location of certain information. For example, the initial term of the Contract is defined by the dates in the State Entity Standard Contract Form.

2. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
3. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a quarterly written report to the State Entity.

B. DURATION OF CONTRACT

1. **Contract Term.** The Contract between the State Entity and the Contractor shall begin and end on the dates specified in the State Entity Standard Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The State Entity shall have the option, in its sole discretion, to renew the Contract for additional terms as defined in the State Entity Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the State Entity's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the State Entity and the Contractor.
3. **Contract Extension.** In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the Services, the State Entity may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the Services.

C. DESCRIPTION OF SERVICES

1. **Specifications in Bidding Documents.** All Services shall be provided in accordance with the specifications contained in the RFX, the terms of the Contract, and as further described in Contractor's Response.
2. **Product Shipment and Delivery.** All products, if any, shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the State Entity, regardless of when the hidden damage is discovered.
3. **Non-Exclusive Rights.** The Contract is not exclusive. The State Entity reserves the right to select other contractors to provide services similar to the Services described in the Contract during the term of the Contract.
4. **No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or use of Services.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for Services provided pursuant to the Contract in accordance with the RFX and final pricing documents as incorporated into the State Entity Standard Contract Form and the terms of the Contract. Unless clearly stated otherwise in the Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for the Services supplied to the State Entity under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The State Entity shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the State Entity and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the State Entity for Services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the State Entity in good faith determines that the Contractor has failed to perform or deliver Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Service is performed or delivered. In this event, the State Entity may withhold that portion of the Contractor's compensation which represents payment for Services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the State Entity to incur costs, the State Entity may deduct the amount of such incurred costs from any amounts payable to Contractor. The State Entity's authority to deduct such incurred costs shall not in any way affect the State Entity's authority to terminate the Contract.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the State Entity and/or the State any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the State Entity and/or the State may set off the sum owed against any sum owed by the State Entity to the Contractor in the State Entity's sole discretion.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, this Contract will terminate immediately and absolutely if the State Entity determines that adequate funds are de-appropriated such that the State Entity cannot fulfill its obligations under the Contract, which determination is at the State Entity's sole discretion and shall be conclusive. Further, the State Entity may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The State Entity determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

- (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the State Entity to declare the Contractor in default of its obligations under the Contract:

- (i) The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the State Entity's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- (ii) The State Entity determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;
- (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the State Entity reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (vi) The Contractor has engaged in conduct that has or may expose the State Entity or the State to liability, as determined in the State Entity's sole discretion; or
- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State Entity, the State, or a third party.

3. Notice of Default. If there is a default event caused by the Contractor, the State Entity shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the State Entity's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the State Entity may:

- (i) Immediately terminate the Contract without additional written notice; and/or
- (ii) Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

4. Termination Upon Notice. Following thirty (30) days' written notice, the State Entity may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be

entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Contract to the State Entity up to and including the date of termination.

5. Termination Due to Change in Law. The State Entity shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

- (i) The State Entity's authorization to operate is withdrawn or there is a material alteration in the programs administered by the State Entity; and/or
- (ii) The State Entity's duties are substantially modified.

6. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by the State Entity, the State Entity shall pay only those amounts, if any, due and owing to the Contractor for the Services actually rendered up to the date specified in the notice of termination for which the State Entity is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State Entity under the Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

7. The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the State Entity, the Contractor shall:

- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the State Entity may require;
- (ii) Immediately cease using and return to the State Entity, any personal property or materials, whether tangible or intangible, provided by the State Entity to the Contractor;
- (iii) Comply with the State Entity's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- (iv) Cooperate in good faith with the State Entity and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- (v) Immediately return to the State Entity any payments made by the State Entity for Services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:
 - (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
 - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
 - (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

The private or confidential data shall remain the property of the State at all times. Some Services performed for the State Entity may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the State.
3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

- (i) Any breach of the Contract;
- (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
- (iii) Any failure of Services to comply with applicable specifications, warranties, and certifications under the Contract;
- (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Contract;
- (v) Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
- (vi) The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
- (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Contract;
- (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
- (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
- (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the State Entity shall

tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State the right to continue using the Services;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the State Entity as to the Services;
- (ii) Use of the Services in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the Services in a manner for which the same was neither designed nor contemplated; or
- (iv) The claimed infringement of any patent or copyright in which the State Entity or any affiliate or subsidiary of the State Entity has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Contract.

H. **INSURANCE**

Contractor shall provide all insurance as required by the RFX.

I. **BONDS**

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the State Entity Standard Contract Form.

J. WARRANTIES

- 1. Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Contract and the Contractor's Response, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.
- 2. Warranty – Nonconforming Services and Goods.** All Services and any goods delivered by Contractor to the State Entity shall be free from any defects in design, material, or workmanship. If any Services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the State Entity shall have the option of returning, repairing, or replacing the defective Services or goods at Contractor's expense. Payment for Services and any goods shall not constitute acceptance. Acceptance by the State Entity shall not relieve the Contractor of its warranty or any other obligation under the Contract.
- 3. Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the Services provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
- 4. Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and Services produced, or provided to the State pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and Services and the State's use of same and the exercise by the State of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and Services contemplated by the Contract.
- 5. Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.
- 6. Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or

interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State and the State Entity.

7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the State and the State Entity will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the State Entity. Except as otherwise expressly authorized by the State Entity, all materials produced by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work made for hire and shall be the property of the State of Georgia.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the State Entity as specified in the RFX. All persons assigned to perform Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.
11. **State Security.** State Entity requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to the State. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to State Entity of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to State Entity of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.
12. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of Services under this Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.

K. PRODUCT RECALL

If this Contract includes the provision of goods and in the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the State Entity and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the State Entity from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the State Entity Standard Contract Terms and Conditions (including any amendments accepted by both the State Entity and the Contractor attached hereto), the RFX (including any subsequent addenda), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to the specific provisions of the State Entity Standard Contract Terms and Conditions.
 - (ii) Second, by giving preference to the specific provisions of the RFX.
 - (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the State Entity in writing shall not be included in this Contract and shall be given no weight or consideration.
2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the State Entity cannot be implied from the Contractor's Response.
3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and State Entity policies and standards in effect during the performance of the Contract, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract. Contractor certifies that

Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

4. **Sexual Harassment Prevention.** The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;

- (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

5. Drug-free Workplace. The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

6. Amendments. The Contract may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of the State Entity, then the State Entity must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the State Entity and the Contractor.

7. Third Party Beneficiaries. There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the State Entity, the State, and the Contractor.

8. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a

court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

9. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however, that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

10. **Assignment and Delegation.** The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the State Entity. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
11. **Use of Third Parties.** Except as may be expressly agreed to in writing by the State Entity, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the State Entity. The State Entity shall have the right to request the removal of a subcontractor from the Contract for good cause.

12. **Integration.** The Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Contract.
13. **Headings or Captions.** The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
14. **Not a Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for the Services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.
15. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.
16. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the State Entity and the Contractor for the Services provided in connection with the Contract.
17. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the State Entity and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
18. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the State Entity Standard Contract Form. Each such notice shall be deemed to have been provided:
 - (i) At the time it is actually received; or,
 - (ii) Within one (1) day in the case of overnight hand delivery, courier or Services such as Federal Express with guaranteed next day delivery; or,
 - (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 19. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 20. Severability.** If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the State Entity and the Contractor to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.
- 21. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing Services to the State are responsive to the State's requirements and requests in all respects.
- 22. Authorization.** The persons signing this Contract represent and warrant to the other parties that:
- (i) It has the right, power and authority to enter into and perform its obligations under the Contract; and
 - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 23. Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 24. Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

25. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
26. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
27. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to provide the Services are on the Environmental Protection State Entity (EPA) List of Violating Facilities. Contractor will immediately notify the State Entity of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
28. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the State Entity if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
29. **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
30. **Taxes.** The State Entity is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State Entity is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the State Entity with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services, which verification is incorporated herein by reference.
31. **Certification Regarding Sales and Use Tax.** By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the State Entity or its representative filing for damages for breach of contract.
32. **Delay or Impossibility of Performance.** Neither party shall be in default under the Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.
33. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Contract, Contractor's liability to the State for any claim of damages arising out of this Contract

shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

- 34. Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.
- 35. Counterparts.** The State Entity and the Contractor agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 36. Further Assurances and Corrective Instruments.** The State Entity and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.
- 37. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform the Services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to Services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

M. Special Terms and Conditions

Under and by virtue of the authority of OCGA §§ 50-18-20 through 50-18-37 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) Matthew Bender & Co., Inc. dba LexisNexis, 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, 2020, and June 30, 2021, 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, 2021, through June 30, 2024, 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: pcu511130511130F3. 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 638.4 as of October 2019. 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., 305 Ga. and/or 348 Ga. App.), including binding-boards using the Smyth binding process, insect repellant 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. The trim size of the text pages is 5 11/16 x 8 9/16. The cover board size is 5 5/8 x 8 7/8. 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 in Word 2016 format and opinions of the Court of Appeals in WordPerfect X6 format shall be delivered electronically to the Publisher. A scanned copy of all opinions will be sent 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. 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 e-mail 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 no later than Wednesday of each week.

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 or retirement 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 (2) 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 — \$15.20 per book, including postage, shipping and handling and any other fees.

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 2019 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. The trim size of the advance sheets is 6.75 x 10. Three holes are to be drilled in the advance sheets using drill template #4. 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 lists:** 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.

Separate lists are to be maintained for private subscriptions and for subscriptions ordered by the Reporter for distribution pursuant to OCGA § 50-18-31. The Publisher may not make changes to the list of subscriptions ordered by the Reporter without specific authorization from the Reporter. Corrections to the list received from the Reporter must be completed by the Publisher within 2 working days. 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 electronic copies of the list of subscribers to whom a volume was actually shipped 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. The original copyright certificate must be sent to the Reporter as soon as it is issued by the United States Copyright Office.
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: 330 Capitol Avenue, S.E.
Suite 2400
Atlanta, Georgia 30334

Publisher: 1801 Varsity Drive
Raleigh, NC 27606

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 24 day of January, 2020

Jean M. Rusbell

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

Anders Ganten

As Publisher
Anders Ganten
Matthew Bender & Co. Inc.

The foregoing contract is hereby approved, this 27 day of
January, 2020

B. H.

Governor
State of Georgia