

STATE OF NEW YORK  
OFFICE OF THE STATE COMPTROLLER  
**Bureau of Contracts, Floor 11-1**  
110 State Street  
Albany, New York 12236

## APPROVED DOCUMENT TRANSMITTAL

Date: 12/30/16Agency Code 05071Contract No.: C500703

Purchase Order \_\_\_\_\_

TO: MS Law Reporting Bureau

- ☒ Enclosed is an approved contract. Refer to this contract number and agency code in all correspondence.
- ☐ Enclosed is an approved Amendment No./Change Order No. \_\_\_\_\_ in the amount of \$ \_\_\_\_\_
- ☐ Extension is approved to \_\_\_\_\_ Amount if applicable \$ \_\_\_\_\_
- ☐ Enclosed is an approved purchase order. Refer to this purchase order number and agency code in all correspondence.
- ☐ Enclosed is an approved purchase order change notice in the amount of \$ \_\_\_\_\_

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**STATE OF NEW YORK  
BATCH TRANSMITTAL**

ORIGINATING AGENCY CODE <b>05071</b>	BATCH NUMBER <b>10185</b>	BATCH TYPE <b>0 TBV</b>	NUMBER OF DOCUMENTS <b>1</b>	NET AMOUNT	GROSS AMOUNT <b>\$2,265,967.00</b>
ORIGINATING AGENCY <b>NYS COURT OF APPEALS - Law Reporting Bureau</b>					NO. OF PAYEES  DATE (MM) (DD) (YY) <b>10 / 19 / 10</b>

DOCUMENTS TRANSMITTED					
FROM	THROUGH	✓	FROM	THROUGH	✓

EXCEPTIONS		
DOCUMENT NUMBER	DISPOSITION	UNIT

PREPARED BY <b>Sharon R. Hansen</b>		TELEPHONE NUMBER <b>(518) 474-7233</b>
INPUT DATE <b>10 / 20 / 10</b>	INPUT BY <b>Lin Morrison</b>	

STATE  
OF  
NEW YORK

# CONTRACT ENCUMBRANCE REQUEST

☐ Amendment/  
Supplemental

ORIGINATING AGENCY CODE 05071	BATCH NUMBER 10185	BATCH TYPE TBV	NUMBER OF DOCUMENTS 1	NET AMOUNT \$2,265,967.00
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Originating Agency NYS Law Reporting Bureau				Contract No. C500903		Action Code A	
Payee I.D.		Additional		Contractor Type		Administering Agency	
Payee Name (Limit to 30 spaces) West Publishing Corp.				Payee Name (Limit to 30 spaces)			
Payee Address (Limit to 30 spaces) 620 Opperman Drive				Payee Address (Limit to 30 spaces)			
City (Limit to 20 spaces) Eagan				(Limit to 2 spaces)		State MN	Zip Code 55123
Interest Eligible (Y/N) N		IRS Code	Stat. Type	Indicator-Statewide		Indicator-Department	
Contract Amount \$2,265,967.00				Contract Period (MM) (DD) (YY) 01 / 01 / 11 to 12 / 31 / 15			
Bid Date (MM) (DD) (YY) / /			Renewal/Amendment Beginning Date (MM) (DD) (YY) / /				
Description (Limit to 50 spaces) Official Reports Publishing Contract							
Description (Limit to 50 spaces)							
Provisions (Limit to 63 spaces)							

Preparer's Signature <i>Sharon Hanson</i>		Sharon Hanson Asst. Court Analyst		Preparer's Phone No. 518-474-7233	
Agency Finance Officer's Signature <i>William J. Hooks</i>		William J. Hooks State Reporter		Date 10/19/10	
Audit Status	Category	Method of Award		Audit Class (MM) (YY)	Project Code
Bids Solicited	Number Rejected	Declined	No Reply	Route Code	

[illegible]

☐ Check if continuation form is attached.

UCS

C500903

AGREEMENT

between

William J. Hooks  
State Reporter

and

West Publishing Corporation

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## AGREEMENT

For the Printing and Publication of the Reports of the Court of Appeals, the Reports of the Appellate Division, and the Miscellaneous Reports of the State of New York; the Combined Weekly Advance Sheets and Cumulative Tables and Index thereof; an On-line Computer Retrieval Data Base Edition thereof; an Opinion Service and an Official Style Manual, for five years from and after January 1, 2011.

AGREEMENT made this 18th day of October, 2010, by and between WILLIAM J. HOOKS, State Reporter, of One Commerce Plaza, Suite 1750, Albany, New York 12210 and his successors in office (hereinafter "REPORTER"), and West Publishing Corporation (hereinafter "CONTRACTOR"), having its office and principal place of business at 610 Opperman Drive, Eagan, Minnesota.

WITNESSETH:

WHEREAS, Judiciary Law § 434 (4) requires REPORTER to let, not earlier than the 16th of October, 2010, nor later than the 1st of November, 2010, a Contract for the printing and publication of the Reports of the Court of Appeals (designated "New York Reports"), the Reports of the Appellate Division (designated "Appellate Division Reports"), and the Miscellaneous Reports (together known as the "Official Reports"), the Combined Weekly Advance Sheets and Cumulative Tables and Index thereof, and an On-line Computer Retrieval Data Base Edition thereof, to commence January 1, 2011 and to continue through December 31, 2015, unless sooner annulled; and

WHEREAS, REPORTER, as required by Judiciary Law § 434 (3), has caused to be published once in each of the first weeks of June, July and August, 2010, respectively, in designated newspapers published in the cities of New York, Albany, Rochester and Buffalo, a notice that sealed proposals would be received on or before the first day of September, 2010, for the printing and publication of the said above-designated Official Reports, together with the Combined Weekly

Advance Sheets and Cumulative Tables and Index thereof, an On-line Computer Retrieval Data Base Edition thereof, an Opinion Service and an Official Style Manual, for the term designated; and

WHEREAS, REPORTER has caused to be published timely in the New York State Contract Reporter a notice of this contract opportunity in compliance with article 4-C of the Economic Development Law; and

WHEREAS, REPORTER has accepted the proposal of the above-named CONTRACTOR for the publication of said Official Reports, the Combined Weekly Advance Sheets and Cumulative Tables and Index thereof, an On-line Computer Retrieval Data Base Edition thereof, an Opinion Service and an Official Style Manual, which proposal REPORTER deems to be the most advantageous to the public and to the State of New York, regard being had to the proper execution of the work (Judiciary Law § 434 [4]);

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

SECTION 1. THE COMBINED WEEKLY ADVANCE SHEETS

In accordance with and subject to the following provisions, stipulations and conditions, CONTRACTOR shall, from week to week, print, publish, distribute and sell in serial form combined Advance Sheets of the New York Reports, the Appellate Division Reports, and the Miscellaneous Reports, containing prepared opinions, memoranda, abstracts, headnotes, summaries, tabular lists, points of counsel, appearances of counsel, new filings digests, notes, references and other matter furnished by REPORTER. The determination of what matter shall be included in said Reports is in the sole and absolute discretion of REPORTER.

(a) From time to time as decisions are announced and as soon as practicable thereafter, REPORTER shall deliver to CONTRACTOR copy, in machine readable form, of the prepared opinions,



memoranda and tabular lists of the Court of Appeals and the Appellate Divisions, and prepared opinions of the courts whose decisions are to be reported in the Miscellaneous Reports, together with other matter prepared by REPORTER. From said copy of the prepared opinions, memoranda, tabular lists and other matter delivered to CONTRACTOR by REPORTER pursuant to the first sentence of this Subdivision, CONTRACTOR shall prepare and proofread the Tables of Cases Reported, the Digest-Index, the Tables of Statutes and Rules Construed, the Tables of Distribution of Pages in Weekly Advance Sheets, research references, and such additional tables and indices as REPORTER may direct, to be incorporated into the Weekly Advance Sheets. Said Tables of Cases Reported, Digest-Index, Tables of Statutes and Rules Construed, Tables of Distribution of Pages in Weekly Advance Sheets and research references are created by CONTRACTOR, who is solely responsible for their proofreading, accuracy and completeness. Every other issue of the Weekly Advance Sheets shall include a "Current Awareness Commentary" prepared by CONTRACTOR in a manner substantially similar to those appearing in Advance Sheets Nos. 37 and 39 (2009), which are on file at the office of REPORTER. CONTRACTOR shall deliver electronic page proofs of the Appellate Division memoranda to REPORTER for approval within five (5) working days after REPORTER transmits prepared memoranda of the Appellate Division to CONTRACTOR. CONTRACTOR shall deliver electronic page proofs of all other Advance Sheet matter to REPORTER for approval within three (3) working days after REPORTER transmits said matter to CONTRACTOR. Advance Sheet matter shall be published in the Advance Sheets within two (2) weeks after REPORTER transmits said matter to CONTRACTOR.

(b) Cumulative Tables and Index Advance Sheets containing the cumulated indexes and tables of the Weekly Advance Sheets of the New York Reports, Appellate Division Reports and Miscellaneous Reports shall be prepared, printed and published by CONTRACTOR every other month. CONTRACTOR is solely responsible for their preparation, proofreading, accuracy, completeness, and printing.

(c) The Weekly Advance Sheets and the Cumulative Tables and Index Advance Sheets shall be printed and published with the same or better quality of paper, covers, bindings, and typographical execution, in the same general form and size of page and margins, and in the same general style and typography as Advance Sheets Nos. 37 and 39 (2009) and the Cumulative Tables and Index Advance Sheet dated June 26, 2009, which are on file at the office of REPORTER.

SECTION 2. PERMANENT BOUND VOLUMES OF OFFICIAL REPORTS; INTERIM VOLUMES

In accordance with the following provisions, stipulations and conditions, CONTRACTOR shall print and bind the permanent bound volumes of the New York Reports, the Appellate Division Reports and the Miscellaneous Reports, all of which shall contain the prepared opinions, memoranda, tabular lists and other matter published in the Weekly Advance Sheets, together with changes or corrections made by REPORTER, as well as the Table of Cases Affected, Cumulative Errata Table and other notes, references and other matter furnished by REPORTER. The determination of what matter shall be included in said Reports is in the sole and absolute discretion of REPORTER.

(a) Immediately after the last case for a volume of the Reports is published in the Weekly Advance Sheets, REPORTER shall prepare and deliver to CONTRACTOR copy for any other tables, indexes, references and notes, and such other matter as he may select to be included in the bound volume. Computer files of this matter shall be sent back to REPORTER within five (5) working days after receipt by CONTRACTOR and, within two (2) working days after the redelivery to CONTRACTOR of the corrected computer files, electronic page proofs shall be delivered to REPORTER for REPORTER's approval. Further, immediately after the last case for a volume of the Reports is published in the Weekly Advance Sheets, CONTRACTOR shall prepare and deliver to REPORTER general cross-reference copy slips and a computer file of the preliminary Digest-Index for

that volume from the material previously furnished by REPORTER in connection with the preparation of the Weekly Advance Sheets. Said files shall include a list of main heads and subheads applicable to said Digest-Index. REPORTER then will prepare and deliver to CONTRACTOR general and specific cross-references to be inserted into the Digest-Index. Within ten (10) working days after REPORTER delivers to CONTRACTOR said general and specific cross-references, CONTRACTOR shall prepare the Table of Cases Reported, the final Digest-Index and the Table of Statutes and Rules Construed for that volume, and shall deliver to REPORTER computer files thereof. Within two (2) working days after REPORTER redelivers to CONTRACTOR the corrected files, CONTRACTOR shall deliver electronic page proofs to REPORTER for REPORTER's approval.

(b) Within fifteen (15) working days after the receipt by CONTRACTOR of the approved page proofs, CONTRACTOR shall print, bind and distribute the permanent bound volume of said Reports in accordance with Section 5 below.

(c) The permanent bound volumes of the New York Reports, Appellate Division Reports and Miscellaneous Reports shall be printed and published in volumes of approximately fourteen hundred (1,400) pages, using No. 1 quality book paper, free from groundwood, special opacity grade of thirty-five (35) lbs. basic weight for Miscellaneous Reports, thirty (30) lbs. basic weight for Appellate Division Reports and fifty (50) lbs. basic weight for New York Reports, in the same form and size of page and margin and in the same general style of typography and of equal quality, color and workmanship as Volume 12 NY3d, Volume 65 AD3d and Volume 24 Misc 3d. The permanent volumes shall be bound in Library Buckram and shall be equivalent in binding and typographical execution to Volume 12 NY3d, Volume 65 AD3d and Volume 24 Misc 3d.

(d) With the prior written approval of REPORTER, CONTRACTOR may substitute better quality paper, covers, bindings and other materials.

.....(e) Prior to the publication of each permanent bound volume of the New York Reports,.....

CONTRACTOR shall print and bind an interim volume containing specified prepared opinions, memoranda, tabular lists and other matter published in the Weekly Advance Sheets, as well as changes and corrections made by REPORTER. The interim volumes shall be printed and published with the same or better quality of paper, covers, bindings and typographical execution, in the same general form and size of page and margins, and in the same general style and typography as Interim Volume 12 NY3d, which is on file in the office of REPORTER.

SECTION 3. COMPUTER SYSTEM

(a) CONTRACTOR shall provide the REPORTER with all equipment, hardware, software, programs, services and support (hereinafter "computer system") determined by REPORTER to be reasonable and necessary for the publication of the Official Reports, Weekly Advance Sheets, Cumulative Tables and Index Advance Sheets, bound volumes, On-line Computer Retrieval Data Base Edition, Opinion Service, and Official Style Manual during the term of this agreement. All such equipment shall be owned (or leased) and maintained by CONTRACTOR and shall be provided, installed and maintained in REPORTER's office entirely at CONTRACTOR's expense.

(b) The computer system provided by CONTRACTOR shall meet or surpass the standards and capabilities of the computer system it is replacing and shall perform all of the functions of, and be equal to or exceed the quality of, the computer system supplied by the predecessor contractor as of May 31, 2010, together with planned upgrades, pursuant to the printing and publishing contract which expires on December 31, 2010, which system and a description thereof, including planned upgrades, are available for inspection by prospective bidders at REPORTER's office.

(c) CONTRACTOR shall provide any equipment, hardware, software, programs, services, support and training which the REPORTER determines to be necessary to outfit any of REPORTER's employees added during the term of this Contract;

(d) If, in the judgment of REPORTER, the workload of REPORTER's office increases, or any equipment, hardware, software, programs, services, support or training supplied by CONTRACTOR proves to be inadequate to meet the needs of REPORTER's office, CONTRACTOR agrees to supply and install, at no expense to REPORTER, whatever additional equipment, hardware, software, programs, services, support or training is necessary to fully meet the needs of REPORTER's office. REPORTER will provide to CONTRACTOR no later than July 1 of each year of this Contract an estimate of its needs for the next eighteen (18) months.

(e) At no cost to REPORTER, CONTRACTOR shall train all of REPORTER's present and future employees during the term of this Contract in the proper operation of the computer system provided under this Contract, and shall provide REPORTER with operation and training manuals for said computer system.

(f) In the event REPORTER's office is moved, or if for any reason it becomes necessary to move said computer system during the term of this Contract, CONTRACTOR shall move and reinstall the computer system entirely at CONTRACTOR's expense.

(g) CONTRACTOR shall be solely responsible for the maintenance, service, repair and upkeep of all equipment, hardware and software provided pursuant to this Contract. CONTRACTOR agrees to promptly commence maintenance, service, repair or replacement work, whenever notified by REPORTER that such work is necessary, in order to minimize any disruption of REPORTER's operations. REPORTER shall not be liable to reimburse CONTRACTOR for the expense of any maintenance, service, repair or replacement unless the damage was caused by the negligence of REPORTER's employees, and, in that event, REPORTER shall be liable only for the cost of the maintenance, service, repair or replacement made necessary by said negligence.

(h) CONTRACTOR shall prevent the possibility of lost data by backup procedures and file security and recovery programs, and CONTRACTOR shall retain a backup archive copy of all

material transmitted by REPORTER until the permanent bound volume containing the particular material is printed and distributed, after which the archive copy of the material included in the permanent bound volume may be destroyed.

#### SECTION 4. TRANSMITTAL OF MATERIAL; DATA PREPARATION OFFSET

(a) The material to be published in the Official Reports shall be transmitted to CONTRACTOR by entry into CONTRACTOR's computer via electronic transmission or other means satisfactory to REPORTER. CONTRACTOR shall pay the entire cost of transmitting said material, including but not limited to the cost of telecommunications, telephone lines, installation, modems, computer discs or magnetic tape, and postage or courier charges. If said material is transmitted to CONTRACTOR electronically, CONTRACTOR's computer shall be available to REPORTER from 8:00 A.M. until 6:00 P.M., Eastern Standard Time or Eastern Daylight Time, as applicable, five (5) days per week (Monday-Friday), and the material so transmitted must remain available to REPORTER for additions or corrections transmitted electronically until released by REPORTER for publication in the Official Reports.

(b) Other material such as lists of Judges, memorials, diagrams, tables and special features which, because of style or content, are difficult to transmit electronically, shall be mailed or sent by facsimile, air express or courier by REPORTER to CONTRACTOR for publication at CONTRACTOR's expense. An electronic file shall be returned by CONTRACTOR within five (5) working days after its receipt by CONTRACTOR and, upon return of the corrected file to CONTRACTOR, electronic page proofs shall be forwarded by CONTRACTOR to REPORTER for REPORTER's approval within two (2) working days after their receipt by CONTRACTOR.

(c) To offset the cost to the Unified Court System of preparing the material to be published in the Official Reports in a digitized and coded format for transmittal, CONTRACTOR agrees

to pay the Unified Court System \$250,000 [enter an amount not to exceed \$250,000] dollars per year for each year of this Contract, payable in a manner to be determined by the Unified Court System no later than December 31 of each calendar year, commencing December 31, 2011 and continuing through December 31, 2015. If this Contract is terminated prior to December 31, 2015, a prorated amount (ratio of number of days prior to termination to 365 days) for the year in which termination occurs shall be payable upon termination.

SECTION 5. DELIVERY, PRICE AND PAYMENT FOR ADVANCE SHEETS AND BOUND VOLUMES

(a) In accordance with directions from REPORTER, CONTRACTOR agrees to furnish and deliver so many copies of the New York Reports (including interim volumes), Appellate Division Reports and Miscellaneous Reports, including the Advance Sheets and Cumulative Tables and Index thereof, as may be required to furnish subscriptions to the public law libraries, public officers, Judges, Surrogates and Justices, other than the New York State Law Library, mentioned in Judiciary Law § 434 (6) (or such number as may be specified by law at the date of publication of each volume). Payment for all such copies shall be made by REPORTER's office at the subscription rates set forth in this Contract. CONTRACTOR also shall furnish and deliver, free of charge, one (1) copy of each permanent and interim volume, Advance Sheet, and Cumulative Tables and Index of the New York Reports, Appellate Division Reports and Miscellaneous Reports, to the Secretary of State to enable the Secretary of State to comply with the laws of the United States respecting copyrights. CONTRACTOR also agrees to furnish and deliver to the New York State Law Library three (3) copies of each permanent volume of the New York Reports, Appellate Division Reports and Miscellaneous Reports, or so many copies as may be directed by the New York State Law Library, which copies shall be paid for by the New York State Law Library at a price not to exceed twenty-two dollars (\$22.00) per volume. CONTRACTOR

further agrees to furnish and deliver to REPORTER's office, free of charge, twenty (20) copies of each permanent and interim volume of the New York Reports, Appellate Division Reports and Miscellaneous Reports, together with thirty (30) copies of the Weekly Advance Sheets and Cumulative Tables and Index thereof.

(b) Complete subscriptions to the permanent bound volumes of the Official Reports, including the Weekly Advance Sheets and Cumulative Tables and Index thereof, and including the interim volumes for the New York Reports, shall be offered for sale and sold to the public at \$25.00 dollars delivered per permanent bound volume, plus sales taxes, if any, delivered as they are published under this Contract.

(c) Individual permanent bound volumes may be offered for sale to the public from CONTRACTOR's inventory, at a price no greater than the price per permanent bound volume established by Subdivision (b) of this Section for complete subscriptions.

(d) The price of the Weekly Advance Sheets and Cumulative Tables and Index thereof, when offered for sale and sold to the public without the bound volumes of the Official Reports, shall be \$145.00 dollars delivered per year, plus sales taxes, if any, delivered as they are published under this Contract.

(e) The price of the individual copies of single numbers of the Weekly Advance Sheets and Cumulative Tables and Index Advance Sheets when offered for sale and sold to the public shall be \$4.00 dollars per copy; and the price of individual copies of single numbers of the interim volumes of the New York Reports when offered for sale and sold to the public shall be \$12.00 dollars per copy.

(f) CONTRACTOR may make only one application each calendar year to increase the price of complete subscriptions and/or Advance Sheets and Cumulative Tables and Index Only subscriptions. Said application must be made in writing to REPORTER on or before November 1st and any price increase approved shall become effective on the next anniversary date of this Contract. In



support of any such application for a price increase, CONTRACTOR must furnish REPORTER, upon request, with copies of CONTRACTOR's records, invoices and contracts necessary to document and establish, in REPORTER's judgment, the facts and figures that constitute the grounds for the application. Failure to furnish records and documentation requested by REPORTER pursuant to this Subdivision shall constitute grounds for denial of the application. The requested price increase may be approved by REPORTER and the Chief Judge of the Court of Appeals upon a showing of good cause and upon such terms as REPORTER may require. Said approval shall not be withheld unreasonably. CONTRACTOR shall be permitted to raise these prices only to recoup its demonstrated inflationary cost increases incurred during the previous year, as evidenced by changes in the U.S. Bureau of Labor Statistics Producer Price Index for Book Publishing -- Technical, Scientific and Professional Books Code #2731-3, and to compensate CONTRACTOR for any additional work, services and computer hardware and software requested by REPORTER which CONTRACTOR was not required to furnish pursuant to the original terms of this Contract. CONTRACTOR shall not be permitted to raise these prices because the current price does not result in the desired level of profits or is less than, or too low in relation to, production costs for any reason other than inflationary cost increases as described above. Impermissible reasons for a price increase shall include, but not be limited to, the fact that CONTRACTOR's original bid was less than production costs or was too low to generate desired profits.

(g) Author's Corrections: Whenever changes or additions are made in the final pages published in the Advance Sheets, other than for correction of CONTRACTOR's errors, REPORTER shall pay CONTRACTOR \$0.00 for each line so changed in any volume of the Reports.

(h) For all services rendered, materials furnished and the computer system supplied under the terms of this Contract, CONTRACTOR shall be compensated exclusively by the income received from the publication and sale of the Official Reports, including the Weekly Advance Sheets and Cumulative Tables and Index thereof, and the On-line Computer Retrieval Data Base Edition thereof,

except that, in addition, CONTRACTOR may receive additional compensation for Author's corrections as provided in Subdivision (g) of Section 5 and for the printing and sale to the public of a new edition of the Official Style Manual and the Supplement thereto, and for the printing of Special Volumes as provided in Section 6 below.

SECTION 6. OFFICIAL STYLE MANUAL; SPECIAL VOLUMES

(a) CONTRACTOR agrees to print and deliver to REPORTER and to other addresses supplied by REPORTER six thousand (6,000) copies of a new edition (estimated publication date 2012) of the Official Style Manual for use by the Judges, Justices, and other staff of the New York State Unified Court System, in the same general form and size of page and margins as, the same general style and typography as, and equal in binding, covers, paper and typographical execution to the sample copy of the 2007 Official Style Manual on file in REPORTER's office, at a price of \$75.00 per page, and to print and deliver to REPORTER and to other addresses supplied by REPORTER six thousand (6,000) copies of a Supplement (estimated publication date 2014) to the Style Manual, in the same general form and size of page and margins as, the same general style and typography as, and equal in paper and typographical execution to the sample copy of the 2009 Supplement on file in REPORTER's office, at a price of \$88.00 per page.

(b) CONTRACTOR may print and offer for sale to the public copies of the 2007 and the 2012 Official Style Manual at \$12.00 dollars delivered per copy, plus sales taxes, if any, and copies of the 2009 and the 2014 Supplement thereto at \$4.00 dollars delivered per copy, plus sales taxes, if any. CONTRACTOR may make only one application each calendar year to increase the price of the Official Style Manual and the Supplement thereto offered for sale to the public. Said application must be made in writing to the REPORTER in accordance with the terms and conditions in Section 5 (f) of this CONTRACT governing applications to increase the price of complete subscriptions to the

permanent bound volumes of the Official Reports.

(c) The copyright to the Official Style Manual and Supplements thereto is held by the New York State Unified Court System. REPORTER shall use REPORTER's best efforts to obtain from the New York State Unified Court System a nonexclusive license permitting CONTRACTOR to use the Official Style Manual and Supplements thereto as specified in this agreement.

(d) CONTRACTOR agrees to print and deliver to REPORTER special compilations and imprinted volumes at the prices specified:

(1) Stamped Judges' Volumes (custom-made volumes collecting the opinions of individual judges, with judge's name stamped on the cover in gold color) at \$0.00 dollars per volume for retiring Judges and \$40.00 dollars per volume for all others.

(2) Stamped Regular Volumes (regular volumes with name stamped on the cover in gold color) at \$0.00 dollars per volume for retiring Judges and current price plus \$40.00 dollars per volume for all others.

(3) Stamped Autograph Volumes (regular volumes with name stamped on the cover in gold color and blank pages on the inside) at \$0.00 dollars per volume for retiring Judges and current price plus \$40.00 dollars per volume for all others.

## SECTION 7. COPYRIGHT; LICENSES

(a) The copyright of the headnotes, of the Digest-Index, and of all other notes, references or matter prepared by REPORTER shall be vested in the Secretary of State for the benefit of the People of the State of New York, as provided in Judiciary Law § 438. Said copyrighted material may not be reproduced without a license from the Secretary of State.

(b) The Secretary of State has the authority to grant a nonexclusive license to others for use in any form of the copyrighted headnotes, Digest-Index, and all other notes, references or matter

prepared by REPORTER's office, subject to the provisions of Judiciary Law § 438.

(c) REPORTER shall use REPORTER's best efforts to obtain from the New York State Secretary of State a nonexclusive license permitting CONTRACTOR to use the copyrighted materials appearing in the New York Official Reports. CONTRACTOR agrees to apply for such license simultaneously with the execution of this Contract and to make its best efforts to obtain such license prior to the effective date of this Contract.

SECTION 8. SUBSCRIPTIONS FURNISHED TO THE UNIFIED COURT SYSTEM WITHOUT CHARGE

CONTRACTOR will provide to the New York State Unified Court System, without charge, the number of complete subscriptions to the bound and interim volumes of the Official Reports, including the Weekly Advance Sheets and Cumulative Tables and Index thereof, directed by the REPORTER, not to exceed eleven hundred (1,100) complete subscriptions.

SECTION 9. COMPUTER TAPE AND OTHER ELECTRONIC MEDIA; ON-LINE COMPUTER RETRIEVAL DATA BASE EDITION; OPINION SERVICE

(a) Computer tapes or other electronic media employed by CONTRACTOR in its computerized typesetting process or in the production of the On-line Computer Retrieval Data Base Edition, or the Opinion Service during the course of this Contract shall be and shall remain the property of CONTRACTOR, except that REPORTER shall be entitled upon request to a copy of such tapes or other media at no cost. CONTRACTOR shall have the right of sale, lease, license, or other disposition, including but not limited to on-line electronic distribution, of such tapes or other electronic media to interested users, such as on-line data base vendors, subject to the rights granted pursuant to Judiciary Law § 438 and to the copyright of the New York State Unified Court System in the Official Style Manual and Supplements thereto, and further subject to REPORTER's approval of any re-use or re-

distribution of such media. CONTRACTOR shall not unreasonably refuse, condition or delay such sale, lease, license, or other disposition of such media comprising the text of court opinions, the price for which shall be mutually agreed upon by CONTRACTOR and such interested users. If CONTRACTOR and any such interested user are unable to agree upon the price to be paid for such sale, lease, license, or other disposition, the price will be determined by the Chief Judge of the Court of Appeals or his or her designee, which decision shall be final and binding on CONTRACTOR and such interested user.

(b) CONTRACTOR shall, entirely at its own expense, publish and make available for public sale the said Official Reports in an On-line (including Internet) Computer Retrieval Data Base Edition within ninety (90) days after the effective date of this Contract (January 1, 2011).

(c) The On-line Computer Retrieval Data Base Edition must, at a minimum, be substantially equivalent, in REPORTER's judgment, in content, format, functionality and currentness with the On-line Computer Retrieval Data Base Edition provided by the predecessor contractor as of the effective date of this Contract. The current On-line Computer Retrieval Data Base Edition and a description thereof are available in REPORTER's office for inspection by prospective bidders. In addition, no later than January 1, 2012, the On-line Computer Retrieval Data Base Edition must, at a minimum, be substantially equivalent, in REPORTER's judgment, in content, format, functionality, accessibility (including menu placement and default settings), integration (including integration with citator services and records and briefs) and currentness with any other New York case law on-line data base provided by CONTRACTOR; and shall include a Cumulative Digest-Index and Scope Notes which must, at a minimum, be substantially equivalent, in REPORTER's judgment, in content, format, and functionality to the Digest-Index and Scope Notes in the On-line Computer Retrieval Data Base Edition of the Official Reports as of the effective date of this Contract, and which must, at a minimum, be substantially equivalent, in REPORTER's judgment, in content, format, functionality, integration (including integration with citator services) and currentness to any other on-line case law Digest or

equivalent classification system provided by CONTRACTOR. Also no later than January 1, 2012, the On-line Computer Retrieval Data Base Edition shall include a Table of Cases, Front Matter file, Table of Cases Affected, and Official Style Manual substantially equivalent, in REPORTER'S judgment, in content, format and functionality to the Table of Cases, Front Matter file, Table of Cases Affected, and Official Style Manual in the On-line Computer Retrieval Data Base Edition of the Official Reports as of the effective date of this Contract.

(d) REPORTER shall retain complete control over the content and format of the On-line Computer Retrieval Data Base Edition of the Official Reports and may require CONTRACTOR to add, delete or modify any feature, text or graphical material therein. CONTRACTOR shall make any changes in the form or composition of any record in the On-line Computer Retrieval Data Base Edition of the Official Reports as the REPORTER may direct, such changes to be entirely at CONTRACTOR's expense. CONTRACTOR also agrees to implement the following improvement to the On-line Computer Retrieval Data Base Edition: Integration of Official Case Names for New York decisions in CONTRACTOR's citator services, if any, within six (6) months after REPORTER provides the Official Case Name data to CONTRACTOR.

(e) CONTRACTOR shall not claim copyright or other proprietary right with respect to the text of any slip opinion, decision or any other official court or REPORTER-supplied record published in the On-line Computer Retrieval Data Base Edition of the Official Reports; the copyright to any REPORTER-supplied material published in the Official Reports belongs to the State pursuant to Judiciary Law § 438. CONTRACTOR shall not claim copyright or other proprietary right with respect to the Official Style Manual or any Supplements thereto; the copyright to the Official Style Manual and any Supplements thereto belongs to the New York State Unified Court System.

(f) The price of the On-Line Computer Retrieval Data Base Edition shall be as follows:

(1) For the general public: a price not to exceed the price charged by

CONTRACTOR for use of any other substantially equivalent, in REPORTER's judgment, compilation of New York cases. At REPORTER's request, CONTRACTOR shall provide a confidential report describing the pricing of the On-line Computer Retrieval Data Base Edition and comparing it with the pricing of any other compilation of New York cases offered by CONTRACTOR.

(2) For the Court of Appeals and Court of Appeals Judges: N/A dollars per document retrieved; or N/A dollars per search; or N/A dollars per hour of connect time; or \$0.00 dollars per year for unlimited usage; or N/A dollars per other pricing methodology [describe] \_\_\_\_\_

(3) For each Appellate Division Department and for Appellate Division Justices: N/A dollars per document retrieved; or N/A dollars per search; or N/A dollars per hour of connect time; or \$0.00 dollars per year for unlimited usage; or N/A dollars per other pricing methodology [describe] \_\_\_\_\_

(4) For other Justices and Judges of the New York State Unified Court System (UCS): N/A dollars per document retrieved; or N/A dollars per search; or N/A dollars per hour of connect time; or \$0.00 dollars per year for unlimited usage; or N/A dollars per other pricing methodology [describe] \_\_\_\_\_

(5) For the Office of Court Administration: N/A dollars per document retrieved; or N/A dollars per search; or N/A dollars per hour of connect time; or \$0.00 dollars per year for unlimited usage; or N/A dollars per other pricing methodology [describe] \_\_\_\_\_

(6) For other non-UCS Governmental users: N/A dollars per document retrieved; or N/A dollars per search; or N/A dollars per hour of connect time; or \$0.00 dollars per year for unlimited usage; or N/A dollars per other pricing methodology [describe] \_\_\_\_\_

(g) In the event that CONTRACTOR provides lower pricing to the users listed in Section 9 (f) (2) - (6) for on-line (including Internet) access to the Official Reports under any other contract or arrangement, including but not limited to any agreement between the New York State Unified Court System and CONTRACTOR for access to CONTRACTOR's computer-assisted legal research service, the above listed users shall be entitled to such lower pricing rather than the pricing specified in this Contract.

(h) CONTRACTOR may apply only once each calendar year to increase the price stated in this Contract of the On-line Computer Retrieval Data Base Edition of the Official Reports. Said application must be made in writing to REPORTER on or before November 1st and any price increase approved shall become effective on the next anniversary date of this Contract. In support of any such application for a price increase, CONTRACTOR must furnish REPORTER, upon request, with such copies of CONTRACTOR's records, invoices and contracts as are necessary to document and establish, in REPORTER's judgment, the facts and figures that constitute the grounds for the application. Failure to furnish records and documentation requested by REPORTER pursuant to this Subdivision shall constitute grounds for denial of the application. The requested price increase may be approved by REPORTER and the Chief Judge of the Court of Appeals upon a showing of good cause. Said approval shall not be withheld unreasonably. CONTRACTOR shall be permitted to raise these prices only to recoup its demonstrated inflationary cost increases incurred during the previous year and to compensate CONTRACTOR for any additional work, services and computer hardware and software requested by REPORTER which CONTRACTOR was not required to furnish pursuant to the original terms of this Contract. CONTRACTOR shall not be permitted to raise these prices because the current price does not result in the desired level of profits or is less than, or too low in relation to, production costs for any reason other than inflationary cost increases as described above. Impermissible reasons for a price increase shall include, but not be limited to, the fact that CONTRACTOR's original bid was less than



production costs or was too low to generate desired profits.

(i) CONTRACTOR shall, entirely at its own expense, publish and make available an Opinion Service within ninety (90) days after the effective date of this Contract (January 1, 2011). The Opinion Service must, at a minimum, be substantially equivalent, in REPORTER's judgment, in content, format, functionality and currentness to the Opinion Service provided by the predecessor contractor as of the effective date of this Contract. The content of the Opinion Service shall be determined by REPORTER in his or her sole discretion, but in no event shall include opinions, memoranda or tabular lists of decisions dated before January 1, 1980. The Opinion Service shall be made available to such users, and upon such terms, as REPORTER may direct.

#### SECTION 10. ADDITIONAL MEDIA OR FORMATS

REPORTER reserves the right to make said Official Reports available for public sale in media or formats not described in this Contract. In the event that REPORTER decides to do so, CONTRACTOR shall be entitled to submit a proposal within thirty (30) working days after REPORTER's written request for a proposal for the publication and sale of said Official Reports in such media or formats. If REPORTER and the Chief Judge of the Court of Appeals accept CONTRACTOR's proposal, the price of said Official Reports in such media or formats will be subject to the prior written approval of REPORTER and the Chief Judge, whose approval shall not be unreasonably withheld. However, REPORTER reserves the right to award a separate contract for said Official Reports in such additional media or formats to another contractor in the event either that CONTRACTOR chooses not to submit a proposal for said Official Reports in such additional media or formats or CONTRACTOR's proposal is not accepted by REPORTER and the Chief Judge.

SECTION 11. PARALLEL UNOFFICIAL CITATIONS; CITATION VERIFICATION

(a) The CONTRACTOR shall be solely responsible for providing, at its own expense, parallel citations to the New York Supplement and the Northeastern Reporter for each Court of Appeals decision reported in the New York Court of Appeals Reports, and parallel citations to the New York Supplement for each decision reported in the New York Appellate Division and Miscellaneous Reports. These parallel citations shall be provided for the book and on-line versions of the Official Reports. CONTRACTOR shall provide parallel citations for publication in the Weekly Advance Sheets within five (5) working days after decisions are transmitted for publication to CONTRACTOR by REPORTER, and CONTRACTOR shall supply additional parallel citations for bound volumes (for decisions where parallel citations were not available at the time of Advance Sheet publication) within ten (10) working days after REPORTER's transmittal to CONTRACTOR of final changes for each bound volume. CONTRACTOR shall be solely responsible for supplying any hardware or software necessary to programmatically assign such parallel citations, and, if necessary, will manually assign such parallel citations. CONTRACTOR shall be solely responsible for the accuracy and proofreading of said parallel citations.

(b) CONTRACTOR shall verify the accuracy of every case citation in the opinions and memoranda published in the Advance Sheets and shall report any suspected errors to REPORTER for resolution within five (5) working days after the opinions or memoranda are provided to CONTRACTOR for publication in the Advance Sheets.

SECTION 12. SALE OF REPORTS

(a) CONTRACTOR agrees that during the term of this Contract it will print and keep on hand at its place of business, for open and public sale, copies of all permanent bound volumes of the Second and Third Series of the Official New York Reports, Appellate Division Reports and

Miscellaneous Reports in sufficient quantities to meet all reasonable current and future demands of persons desiring to purchase any of the said Reports at the price fixed by this Contract. CONTRACTOR further agrees that for such purposes and to meet future demands for bound volumes, it will print and keep on hand at its place of business sufficient additional copies of the bound volumes of each Report as they are completed, over and above the number of bound volumes ordered by subscribers, to supply estimated future sales for a period of one (1) year. CONTRACTOR further agrees that it will reprint the volumes published under this Contract and the Second and Third Series volumes published under previous contracts whenever the inventory shall become less than an estimated one (1) year's supply. CONTRACTOR may substitute folded and gathered sheets (unbound) volumes for some or all of the quantities of bound volumes which CONTRACTOR is required to maintain pursuant to this Section, provided that CONTRACTOR binds them in covers and bindings equivalent to the original bound volumes prior to sale. CONTRACTOR shall own said bound volume inventory and shall store and maintain said inventory entirely at CONTRACTOR's expense and at no cost to the State of New York. During the term of this Contract, CONTRACTOR shall sell the Official Reports at West Publishing Corporation, 610 Opperman Drive, Eagan, MN 55123.

(b) In order that REPORTER may verify that CONTRACTOR is maintaining in inventory the required number of copies of each bound volume in accordance with Subdivision (a) of this Section, CONTRACTOR agrees to furnish to REPORTER, upon request, and within a reasonable time, not to exceed thirty (30) days, a written statement listing the number of copies of each bound volume and each folded and gathered sheets (unbound) volume currently in CONTRACTOR's inventory.

(c) REPORTER may modify the inventory requirements of this Section upon a showing satisfactory to REPORTER that CONTRACTOR has the ability to reprint on demand sufficient quantities of bound volumes to satisfy demand on a timely basis.

SECTION 13. PROMOTION OF SALES

CONTRACTOR agrees to use its best efforts to promote the sale of the Official Reports published under this Contract, including but not limited to utilizing its entire New York State sales staff for this purpose. Said sales staff shall consist of at least four (4) New York-based persons who shall promote the sale of said Reports in all areas of New York State. CONTRACTOR may sell the Official Reports on credit, requiring only a moderate cash down payment and the remainder in moderate monthly payments. CONTRACTOR also agrees to use its best efforts to promote the sale of the Official Reports through direct mail advertising and by publication of advertisements in appropriate legal publications, such as legal newspapers and bar association journals. CONTRACTOR shall devote no less effort or resources to the promotion or sale of the Official Reports than it devotes to any other New York case law product or service. At REPORTER's request, CONTRACTOR shall provide a confidential report describing the efforts or resources devoted to the promotion or sale of the Official Reports and comparing such efforts or resources to those devoted to any other New York case law product or service offered by CONTRACTOR.

SECTION 14. TERM OF CONTRACT

This Contract shall extend for a term from January 1, 2011 through December 31, 2015, unless terminated earlier pursuant to its terms or as authorized by statute.

SECTION 15. CHANGE IN CONTRACTOR

(a) In order to insure continuity of publication, in the event CONTRACTOR is not awarded the contract for the publication of the aforesaid Reports after December 31, 2015 or in the event that this Contract is terminated prior to December 31, 2015, CONTRACTOR agrees to cooperate fully with any succeeding contractor and to immediately turn over to the succeeding contractor all partially

completed bound volumes, printed signatures, material in type or comparable form, and other work in progress. All such material shall be turned over immediately to the succeeding contractor in usable form upon payment by the succeeding contractor to CONTRACTOR for the material turned over in signature form at \$0.00 dollars per page plus \$0.00 dollars for each page in the printed signature for the bound volumes.

(b) In addition, the outgoing CONTRACTOR shall provide copies of the On-line Computer Retrieval Data Base Edition database and the Opinion Service database to the succeeding contractor who is awarded the contract for the publication of the Official Reports commencing January 1, 2016, or, in the event that this Contract is terminated prior to December 31, 2015, as follows:

(1) the copy must be on media and in formats mutually agreed upon by CONTRACTOR and the succeeding contractor. Any dispute concerning the choice of media or formats will be determined by the Chief Judge of the Court of Appeals or his or her designee if the CONTRACTOR and succeeding contractor do not agree upon the media or format choices by November 15, 2015, or within thirty (30) days after the date of termination if this Contract is terminated prior to December 31, 2015. The decision of the Chief Judge of the Court of Appeals or his or her designee shall be final and binding on CONTRACTOR and the succeeding contractor hereto;

(2) the copies must be provided on or before December 1, 2015, or within one (1) week after the award of a successor publishing contract if this Contract is terminated prior to December 31, 2015;

(3) within one (1) week after the termination of this Contract, CONTRACTOR shall also provide the succeeding contractor with an updated copy containing all decisions published in the Official Reports, the On-line Computer Retrieval Data Base Edition, and the Opinion Service through December 31, 2015, or the termination date if this Contract is terminated prior to December 31, 2015;

(4) the price of said copies and updated copies will be agreed upon by CONTRACTOR and the succeeding contractor. If CONTRACTOR and the succeeding contractor are unable to agree upon the price to be paid for said copies and updated copies within ten (10) days after the date each copy is turned over to the succeeding contractor, the price will be determined by the Chief Judge of the Court of Appeals or his or her designee, whose decision shall be final and binding on CONTRACTOR and the succeeding contractor hereto.

(c) CONTRACTOR acknowledges that the subscription list to the Official Reports is the property of the State and must be delivered to REPORTER upon request for use by any designated successor contractor.

(d) CONTRACTOR agrees to cooperate fully with any succeeding contractor in order to prevent any disruption in REPORTER's operations resulting from the transition from the computer system provided by CONTRACTOR to the computer system provided by the succeeding contractor.

#### SECTION 16. TRANSFER OF BOUND VOLUME INVENTORY

(a) By January 15, 2011, CONTRACTOR shall acquire from the prior contractor sufficient copies of all of the previously bound volumes and previously printed, folded and gathered sheets (unbound) of the Second and Third Series of the Official New York, Appellate Division and Miscellaneous Reports to satisfy the bound volume inventory requirements of Section 12 (a) of this Contract. If CONTRACTOR and the prior contractor are unable to agree upon the price to be paid for such inventory before January 15, 2011, CONTRACTOR agrees to submit the determination of the price and number of bound volumes required to be maintained to satisfy the bound volume inventory requirements of Section 12 (a) of this Contract to the Chief Judge of the Court of Appeals or his or her designee, whose decision shall be final and binding on CONTRACTOR and the prior contractor.

(b) In the event CONTRACTOR is not awarded the contract for the publication of

the aforesaid Official Reports after December 31, 2015, or in the event this Contract is terminated prior to December 31, 2015, CONTRACTOR agrees to sell to the succeeding contractor so much of its bound volume inventory as is required to be maintained by the Official Reports publishing contract between REPORTER and the succeeding contractor which commences January 1, 2016. Said inventory, if any inventory is required, shall be delivered by CONTRACTOR to the succeeding contractor within fifteen (15) days following the termination of this Contract. If CONTRACTOR and the succeeding contractor are unable to agree upon the price to be paid for and the amount of said inventory within fifteen (15) days after the termination of this Contract, CONTRACTOR agrees to submit the determination of the price and number of bound volumes required to be maintained to satisfy the bound volume inventory requirements, if any, of the next publishing contract, to the Chief Judge of the Court of Appeals or his or her designee, whose decision shall be final and binding on CONTRACTOR and the succeeding contractor hereto.

SECTION 17. TYPES OF PUBLICATION PROHIBITED

It is expressly understood and agreed that CONTRACTOR shall not print, publish or sell permanent bound or interim volumes, Weekly Advance Sheets, Cumulative Tables and Index Advance Sheets, the On-line Computer Retrieval Data Base Edition, the Opinion Service, or the Official Style Manual in any form other than as provided in this Contract. Further, CONTRACTOR shall not add to the Official Reports any references to any of CONTRACTOR's other publications or add anything at all to the material supplied by REPORTER for publication in said Official Reports or Official Style Manual, except upon the prior written approval of REPORTER.

SECTION 18. INSURANCE; INDEMNIFICATION

.....(a) CONTRACTOR, at its sole cost and expense, shall obtain and maintain in force.....

throughout the term of this agreement, from an insurance company of recognized responsibility which is licensed to do business in New York State, insurance policies of the kinds and in the amounts not less than the greater of the amounts listed below or the amounts required by applicable law:

Commercial General Liability Insurance, including automobile insurance, contractual and products/completed operations liability coverage, with minimum limits as follows:

bodily injury to any one person	\$1,000,000
bodily injury aggregate per occurrence	\$1,000,000
property damage in any one accident	\$ 500,000
property damages aggregate per occurrence	\$1,000,000;

Workers' Compensation and Disability Benefits Insurance in accordance with the Workers' Compensation Laws of the State of New York.

The certificate describing the Commercial General Liability Insurance referred to above may state the required coverage with minimum limits as follows:

Commercial General Liability Insurance, including contractual and products/completed operations liability coverage, with minimum limits as follows:

bodily injury / property damage aggregate	\$2,000,000
bodily injury / property damage per occurrence	\$2,000,000

Automobile Liability insurance including coverage for owned vehicles, hired vehicles and non owned vehicles, with minimum limits as follows:

Combined Single Limit	\$1,000,000;
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CONTRACTOR's commercial general liability insurance shall: (i) name REPORTER as an additional insured and loss payee; (ii) be written on an occurrence basis; (iii) be primary insurance with respect to REPORTER; and (iv) provide that the insurer shall give REPORTER advance written notice of any cancellation or non-renewal and shall endeavor to provide such notice at least 30 days in advance.



CONTRACTOR shall furnish to REPORTER certificates of insurance evidencing all coverages required.

(b) CONTRACTOR agrees to indemnify and save harmless REPORTER and REPORTER's office and its employees from any liability imposed upon them arising from the negligence, either active or passive, or fault of CONTRACTOR, its employees, agents and contractors. CONTRACTOR's indemnification obligation shall not be limited to the amount of CONTRACTOR's insurance.

#### SECTION 19. BOND OF CONTRACTOR

Attached hereto and made a part hereof is a \$75,000 bond executed by CONTRACTOR as required by Judiciary Law § 434 (10).

#### SECTION 20. TIME OF ESSENCE AND LIQUIDATED DAMAGES

(a) Time is of the essence in this Contract. CONTRACTOR acknowledges that REPORTER has made CONTRACTOR fully aware that punctuality and reliability of CONTRACTOR's performance are of vital importance to the proper functioning of REPORTER's office and to maintaining and improving the currentness of the Official Reports, and that delays due to circumstances within CONTRACTOR's reasonable control will not be tolerated.

(b) Notwithstanding the above, it is understood and agreed by the parties hereto that any reasonable delay in performance by CONTRACTOR which is due to causes beyond CONTRACTOR's control and without CONTRACTOR's fault or negligence shall not constitute a violation of this Contract.

(c) Because time is of the essence and because the actual damages which REPORTER and the New York State Law Reporting Bureau would sustain in the event CONTRACTOR fails to properly perform CONTRACTOR's obligations under this Contract would be difficult to measure,

the parties agree to the following liquidated damages and further agree that such damages shall not be regarded as a penalty: CONTRACTOR agrees to pay REPORTER, on behalf of the State of New York, liquidated damages in the sum of six hundred dollars (\$600) for each and every day for which CONTRACTOR fails to fully and timely perform its obligations under Sections 1, 2, 3, 4, 5 (a), 8, 9, 11, 12, 13, 15 and 16 of this Contract. Performance shall be considered "timely" if it conforms to this Contract, or, where no time is so specified, as determined by REPORTER. In the event this Contract is terminated because of CONTRACTOR's default or breach of any of the provisions of this Contract, any daily liquidated damages payable in accordance with this Section shall cease to accumulate as of the date of said termination.

(d) The daily liquidated damages described in Subdivision (c) of this Section shall be in addition to any damages to which REPORTER may be entitled under law arising out of CONTRACTOR's failure to properly perform any of its other obligations under this Contract. The additional damages which REPORTER may recover from CONTRACTOR on behalf of the State shall include, but not be limited to, any increased costs which may be incurred by REPORTER in securing another contractor to complete this Contract.

#### SECTION 21. SETTLEMENT OF DISPUTES

(a) It is agreed by the parties that the printing and publication of the Official Reports, including the On-line Computer Retrieval Data Base Edition and Opinion Service, and the Official Style Manual shall be done under the supervision and direction of REPORTER and shall be subject at all times to the approval of the Chief Judge of the Court of Appeals, to whom shall be referred any matter or matters in dispute under this Contract. All decisions of the Chief Judge shall be final and binding on the parties hereto on all matters submitted to him or her.

(b) Notwithstanding the provisions of Subdivision (a) of this Section, decisions

concerning the following matters shall be made as specified below:

(1) increases in the price of bound volumes, Weekly Advance Sheets and Cumulative Tables and Index Advance Sheets, and the Official Style Manual and the Supplement thereto shall be determined in accordance with Section 5 (f) of this Contract;

(2) the price of an On-line Computer Retrieval Data Base Edition of said Official Reports shall be determined in accordance with Section 9 of this Contract;

(3) the price of the Official Reports in additional media or formats shall be determined in accordance with Section 10 of this Contract;

(4) damages shall be determined in accordance with Section 20 of this Contract;

and

(5) all matters concerning modification or annulment of this Contract shall be determined in accordance with Section 27 of this Contract.

#### SECTION 22. ADVERTISEMENTS; APPROVAL

No advertisement or other matter shall be published in the Advance Sheets, Cumulative Tables and Index Advance Sheets, permanent bound or interim volumes, On-line Computer Retrieval Data Base Edition, Opinion Service or Official Style Manual unless approved beforehand in writing by REPORTER. No advertisement or other matter significantly referencing the Official Reports or the Official Style Manual shall be published unless approved beforehand by REPORTER, whose approval shall not be unreasonably delayed or withheld.

#### SECTION 23. SUBCONTRACTING

CONTRACTOR may not subcontract or utilize any other firm or person to perform any of CONTRACTOR's obligations under this Contract, except upon the prior written consent of

REPORTER. In the event of any permitted subcontracting, CONTRACTOR will remain wholly responsible for all performance obligations in accordance with the terms of this agreement. REPORTER will communicate only with CONTRACTOR and CONTRACTOR shall be wholly responsible for the performance of, and for any payment due to, any subcontractor unless otherwise agreed to by the parties in writing.

SECTION 24. REPORTER'S ACCESS TO CONTRACTOR'S FACILITIES

CONTRACTOR shall provide REPORTER and REPORTER's authorized representatives with access to its plants, offices and other facilities at reasonable times during CONTRACTOR's usual working hours for the purpose of inspecting CONTRACTOR's facilities, equipment, supplies, work force, work in progress and other matters relating to CONTRACTOR's past, present and future performance under this Contract. If, in accordance with Section 23 above, REPORTER authorizes CONTRACTOR to subcontract or utilize any other firm or person to perform any of CONTRACTOR's obligations under this Contract, such right of inspection also shall apply to such other firm's or person's plants, offices and other facilities and CONTRACTOR shall include a provision to this effect in its subcontract or other contractual arrangement with such other firm or person.

SECTION 25. REPORTS

CONTRACTOR shall make a confidential detailed written report to REPORTER on a quarterly basis setting forth all sales, subscriptions and on-line usage pursuant to this Contract and also shall furnish REPORTER with all records relating to said sales, subscriptions and usage. CONTRACTOR also shall provide a written report to REPORTER on a monthly basis setting forth statistics on the usage of the Opinion Service. In addition, CONTRACTOR shall, upon request, furnish REPORTER all records and documents necessary to determine CONTRACTOR's compliance with the

terms of this Contract.

SECTION 26. CHANGE OF TYPE OR STYLE

During the term of this Contract, REPORTER reserves the right to alter the size and style of type of said New York Reports, Appellate Division Reports, and Miscellaneous Reports, and of the Weekly Advance Sheets and Cumulative Tables and Index thereof, and to alter the form and style of matter such as headnotes, summaries, Digest-Index, tabular lists, tables, appearances and points of counsel, new filings digests, or any such other matter as REPORTER may direct to be included therein.

SECTION 27. MODIFICATION; ANNULMENT

It is expressly agreed that, in accordance with Judiciary Law § 434 (12), REPORTER may either modify this Contract in the interest of justice or annul this Contract. Said modification or annulment shall be made by a written instrument signed by REPORTER, approved by the Chief Judge of the Court of Appeals, and filed in the office of the Secretary of State. In the event this Contract is so annulled, REPORTER may thereupon immediately enter into a new Contract, which shall also be approved by the Chief Judge of the Court of Appeals. It further is expressly agreed that this Contract may at any time be abrogated and annulled by an act of the Legislature of the State of New York. REPORTER shall have the right to terminate this agreement upon thirty (30) days prior written notice in the event that it is found that CONTRACTOR's certification regarding CONTRACTOR's disclosure of prior determinations of non-responsibility, as required by the Procurement Lobbying Act (State Finance Law § 139-k), was intentionally false or intentionally incomplete.

SECTION 28. TAX EXEMPTION

Purchases by the State of New York are not subject to any sales or federal excise taxes.

Exemption certificates will be furnished upon request. New York State also is exempt from the transportation tax; no exemption certificates are required for this tax.

SECTION 29. APPENDICES; NY STATE UNIFIED COURT SYSTEM APPENDIX A

Attachment I (including Appendix A) is appended hereto and made a part of this Contract. This agreement incorporates by reference the New York State Unified Court System Appendix A Standard Clauses for all Contracts, dated August 2007 ("NY Standard Clauses"). The parties agree to be bound by the NY Standard Clauses which are hereby made part of this agreement as Appendix A. Should any provision in the NY Standard Clauses conflict with any term of the agreement, the NY Standard Clauses shall govern.

SECTION 30. CONSENT TO BREACH NOT WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

SECTION 31. ENTIRE AGREEMENT; PARTIAL INVALIDITY

This Contract, together with Attachment I (including Appendix A) attached hereto, constitutes the entire agreement of the parties. Any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

SECTION 32. NOTICES

All notices to be given under this Contract shall be in writing and delivered to the other party at its address set forth herein (or such other address as the party may provide in writing from time to time), either personally or by certified mail, return receipt requested. The date of such notice shall be deemed to be the date of delivery.

SECTION 33. GOVERNING LAW

This Contract shall be governed exclusively by the provisions herein and by the laws of the State of New York without giving effect to the conflicts of laws provisions thereof.

SECTION 34. SURVIVAL

The terms of Sections 7, 9, 15, 16, 17, 18, 20, 21, 22, 25, 29, 30, 31, 32, 33, 34, 35 and 36 of this Contract shall survive the termination of this Contract.

SECTION 35. AUDIT; RECORDS

The Comptroller of the State of New York and REPORTER shall have the right to audit the books of account of CONTRACTOR with respect to the expenditures made or expenses incurred pursuant to this Contract and such books of account shall be open to inspection by the Comptroller of the State of New York and by REPORTER at any mutually convenient time or times. Financial records of CONTRACTOR pertaining to the Contract shall be retained by CONTRACTOR for a minimum of six (6) years after expiration of the Contract.

SECTION 36. INDEPENDENT CONTRACTOR STATUS

.....It is expressly understood and agreed that CONTRACTOR's status hereunder is that of .....

independent contractor and that no employee of CONTRACTOR is an employee of REPORTER or of the New York State Unified Court System. CONTRACTOR alone is responsible for the work, direction, compensation and personal conduct of such employees while they are employed by CONTRACTOR. Nothing included in this Section or in any other provision of this agreement shall impose any liability or duty upon REPORTER or the New York State Unified Court System relating to the employment of persons, firms or corporations employed or engaged by CONTRACTOR as employees, consultants, or independent contractors, or shall make REPORTER or the New York State Unified Court System liable for the acts, omissions, liabilities, obligations or taxes of whatsoever nature, including unemployment insurance and workers' compensation, of CONTRACTOR or its consultants, employees, servants, agents or independent contractors.



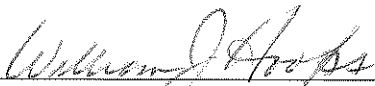
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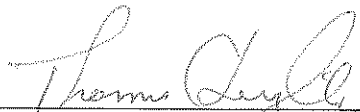
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IN WITNESS WHEREOF, the respective parties have hereunto set their hands the  
day and year above written.

BY: STATE REPORTER

BY: CONTRACTOR

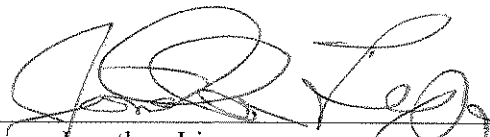
  
Name: William J. Hooks  
Title: State Reporter

  
Name: Thomas C. Leighton  
Title: Vice President, Content Acquisitions

Date: October 18, 2010

Date: October 18, 2010

The above and foregoing Contract is hereby approved by me this 19<sup>th</sup> day of  
October, 2010.

  
Name: Jonathan Lippman  
Title: Chief Judge of the Court of Appeals

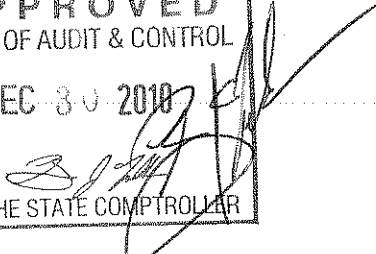
APPROVED AS TO FORM  
NYS ATTORNEY GENERAL

NOV 02 2010

  
LORRAINE I. REMO  
ASSOCIATE ATTORNEY

NYS Contract # C500903

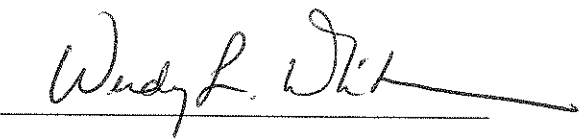
UCS certifies that the original or a photocopy of this signature page will be attached to every exact copy of this contract.

APPROVED  
DEPT. OF AUDIT & CONTROL  
DEC 30 2010  
  
FOR THE STATE COMPTROLLER

10-21-10 10:02:52 RCYB

STATE OF NEW YORK                    )  
  :  
COUNTY OF ALBANY                 )

On this 18<sup>th</sup> day of October, 2010, before me personally came William J. Hooks, known by  
me to be the individual described in and who executed the foregoing instrument and also known to  
me to be the State Reporter who duly acknowledged that he executed said instrument.



Notary Public

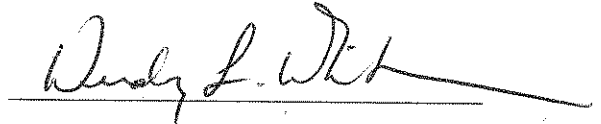
WENDY L. WHITEMAN  
Notary Public, State of New York  
No. 01WH6126212  
Qualified in Warren County  
Commission Expires May 02, 2013

STATE OF NEW YORK )

:

COUNTY OF ALBANY )

On this 18<sup>th</sup> day of October, 2010, before me personally came Thomas C. Leighton, to me known who, being by me duly sworn, did depose and say that he is the Vice President, Content Acquisition, West Publishing Corporation, the corporation described in and which executed the above instrument; that West does not have a corporate seal; and that he has been duly authorized and empowered to make, enter into, sign, seal and deliver contracts on behalf of West.



Notary Public

WENDY L. WHITEMAN  
Notary Public, State of New York  
No. 01WH6126212  
Qualified in Warren County  
Commission Expires May 02, 2013

**NYS UNIFIED COURT SYSTEM  
STANDARD REQUEST FOR BID CLAUSES & FORMS  
ATTACHMENT I**

**NOTE:** In addition to such other requirements as may be referenced or incorporated herein, the following clauses shall apply to this Request For Bid (RFB)/Request For Proposal (RFP):

**OGS SPECIFICATIONS:**

All provisions of the NYS Office of General Services General Specifications - Commodities & Non-Technology Services dated **December 1999**, and where applicable, Technology Products & Services (**November 2000**) and/or Negotiated Software Contracts (**July 2001**) (copies available upon request) will apply to this bid invitation, except that, **"Chief Administrative Judge, or designee" shall replace, "Commissioner of OGS" wherever it appears.** Should there be any conflict between the OGS Specifications and the procurement policies and procedures of the NYS Unified Court System (hereafter, UCS), the latter shall prevail.

The Unified Court System (hereafter, UCS) reserves the right to waive minor discrepancies and to reject any and all bids if considered in the best interest of the UCS to do so.

**AGREEMENT TO CONTRACT:**

Bids submitted in response to this solicitation shall constitute agreement to contract by the respective bidder(s).

**PREFERRED SOURCE NOTIFICATION:**

Organizations identified as Preferred Sources pursuant to **NYS Finance Law Sections 162.1 and 162.2a, 2b, and 2c, 2d, 2e** submitting bids which are in compliance with this RFB/RFP and Specification may, at the discretion of the court/agency, be awarded the bid where the bid price is not in excess of ten percent (10%) of the lowest responsible bidder.

**GRIEVANCE / INQUIRY POLICY:**

Any firm or individual having a legitimate interest in this solicitation, or resulting contract award, and wishing to file a formal grievance or inquiry may request a copy of the **Unified Court System Policy & Procedure for the Resolution of Grievances & Inquiries** by contacting the judicial location noted in this RFB/RFP.

**ORDERS:**

Bidders are advised that any awarded contract shall not constitute an order to ship and further, places no obligation upon the UCS to place any orders with the contractor. However, the contractor shall accept all orders placed by the courts and related agencies during the term of the contract for all items for which an award is made. Such orders shall be considered binding upon the contractor when placed in the mail to the address indicated in the award pursuant to the terms thereof.

**APPENDIX A:**

**NYS/UCS Standard Clauses for all Contracts (07:03)** is attached and incorporated herein.

**NON-COLLUSIVE BIDDING CERTIFICATE:**

Attached **Non-Collusive Bidding Certificate** must be executed, signed and returned with other required bid documents.

**ACKNOWLEDGMENT:**

Attached, appropriate acknowledgment form must be executed, properly notarized and included with all bid documents.

### **PAYMENTS OF INTEREST:**

The payments of interest on certain amounts due and owed may be made in accordance with the criteria established by **Chapter 153 of the Laws of 1984 (Article 11A of the New York State Finance Law)** and **e Comptroller's Bulletin no. A-91.**

### **REFERENCES:**

Upon request, bidders must provide the names of at least \_\_\_\_\_ ( ) prior or current clients (including contact person and phone numbers) for whom specified product/service has been provided.

### **ADDITIONAL INFORMATION:**

The Unified Court System (UCS) may request any and all additional information of the bidder(s) deemed necessary for proper analysis and award determination including, but not limited to, documentation as to financial stability of the bidder.

### **BID VALIDATION PERIOD:**

All proposals submitted in response to this solicitation shall remain valid past the period provided for in the **OGS General Specifications** until such time as an award is made or the bidder withdraws his bid (in writing), whichever occurs first.

### **RECYCLED PRODUCTS:**

Products purchased by the courts and related agencies of the NYS Unified Court Systems shall be in compliance with **Sec. 40-a. of the NYS Judiciary Law (L.1994, c.468)**, and UCS policy thereto. Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements set forth by the NYS Departments of Environmental Conservation and Economic Development. If bidding a recycled product, bidders must attach completed **Bidder's Certification of Recycled Products** and **Manufacturers Affidavit of Recycled Content** forms.

**NOTE:** If this RFB/RFP is for printing, the following clauses shall also apply:

### **CS PRINTING POLICY:**

No contract will be awarded to any bidder who, in the opinion of the Unified Court System (UCS), does not have satisfactory facilities and equipment sufficient to produce the major portion of the work as defined in the specification and resulting contract and insure the proper performance and delivery thereof.

In this regard, the UCS may request all documentation it deems necessary to make proper determination and the bidder agrees to make such facilities and equipment available for inspection. Failure to provide requested documentation will cause the bidder to be rejected.

Accordingly, bidders must execute the attached **Bidder's Certification of Work** form.

### **RECYCLED PAPER:**

Any printing required by the judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

### **OVER-RUNS:**

A 05% over-run will be allowed per individual item order of up to 50,000 quantity and 03% per individual item order in excess of 50,000 quantity. However, such allowance shall not be construed as an approved, automatic add-on, but is intended only to cover unavoidable excesses in the production cycle.

**ATTACHMENT I**  
STATE OF NEW YORK  
UNIFIED COURT SYSTEM

**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid, each bidder and each person signing on behalf of any bidders, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

(1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation; for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the paragraphs (1), (2) and (3) above.

Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

Name of Bidder: West Publishing Corporation Employer's Federal ID #: ( )  
d/b/a West, a Thomson Reuters business  
Address: 610 Opperman Drive Eagan Dakota MN 55123  
                    Street                    City                    County                    State                    Zip Code

Telephone #: (651) 687-5888

Signature of Bidder:  Printed or typed  
copy of signature: Ellen Gillespie

Official Title: Sr. Director, Contract Management

ATTACHMENT I

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed same.

NOTARY PUBLIC \_\_\_\_\_

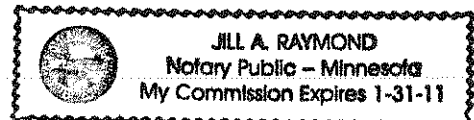
ACKNOWLEDGMENT OF CORPORATION

STATE OF Minnesota }  
COUNTY OF Dakota } SS:

On this 2nd day of August, 2010, before me personally came Ellen Gillespie, to me known, who being by me duly sworn, did depose and say that he/she resides in Eagan, MN; that he/she is the Sr. Director, West Publishing Corporation d/b/a Contract Management, of the West, a Thomson Reuters business, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order. \*

\*West Publishing Corporation does not have a corporate seal.

*Jill A. Raymond*  
NOTARY PUBLIC



ATTACHMENT I  
NEW YORK STATE  
UNIFIED COURT SYSTEM

BIDDER'S CERTIFICATION OF WORK  
(PRINTING)

RFB # \_\_\_\_\_

BID OPENING: September 1, 2010

ITEM: New York Official Reports

**RECYCLED PAPER:**

Pursuant to **Sec. 40-a. of the Judiciary Law (L.1994, c.468)**, any printing required by judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

BIDDER HEREBY CERTIFIES THAT ALL WORK DEFINED BY THE ABOVE SPECIFICATION WILL BE PERFORMED ON BIDDER'S FACILITIES EXCEPT AS NOTED BELOW (BIDDER MUST PROVIDE THE FOLLOWING INFORMATION FOR ALL WORK WHICH WILL BE PERFORMED BY AN OUTSIDE CONCERN - I.E. SUBCONTRACTOR):

**NOTE: ALL SUBCONTRACTING IS SUBJECT TO THE APPROVAL OF THE UNIFIED COURT SYSTEM AND THE BIDDER REMAINS FULLY RESPONSIBLE AND LIABLE FOR ALL WORK PERFORMED BY SUCH SUBCONTRACTORS.**

WORK	SUBCONTRACTOR: NAME, ADDRESS, PHONE
A <u>New York Style Manual</u> <u>spiral binding</u>	<u>The Bindery, 8309 Brooklyn Blvd. , Brooklyn Park, MN 55445</u> <u>Tel: 800-851-8598</u>
_____	_____
B _____	_____
_____	_____
C _____	_____
_____	_____

**NOTE: THE FOLLOWING SECTION MUST BE COMPLETED AND FORM RETURNED IN ALL INSTANCES:**

West Publishing Corporation d/b/a  
West, a Thomson Reuters business  
NAME OF COMPANY

610 Opperman Drive  
ADDRESS

Eagan, MN 55123  
ADDRESS

8/2/2010  
DATE

  
AUTHORIZED SIGNATURE

Ellen Gillespie  
NAME IN PRINT

Sr. Director, Contract Management  
TITLE



ATTACHMENT I  
NEW YORK STATE  
UNIFIED COURT SYSTEM

**BIDDER'S CERTIFICATION OF RECYCLED PRODUCT(S)**  
(TO BE COMPLETED BY BIDDER)

RFB # \_\_\_\_\_

BID OPENING: September 1, 2010

ITEM: New York Official Reports

Pursuant to **Sec. 40-a of the Judiciary Law (L. 1994, c.468)**, it is the policy of the UCS that products purchased by the courts shall be recycled products, which meet contract specifications, unless the product is only available without recycled content, and provided that the cost of the recycled product does not exceed a cost premium of ten percent (10%) above the cost of a comparable product that is not a recycled product or, if at least fifty percent (50%) of the secondary materials used in the manufacture of that product are generated from the waste stream of NYS, the cost of the recycled product does not exceed a cost premium of fifteen (15%) above the cost of a comparable product that is not a recycled product.

Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements **(including Manufacturer's Affidavit of Recycled Content)** set forth by the NYS Departments of Environmental Conservation and Economic Development.

Failure to complete this certification and attach required manufacturer's affidavit will result in a waiver of bidder's recycled preference.

This certification/affidavit shall remain in effect unless revised or rescinded by the certifying manufacturer or made null & void by superseding NYS statute(s).

Bidder hereby certifies that the product(s) offered are in compliance with all applicable New York State recycled/recycling statutes and respectfully requests preferential consideration as cited above. In support of this request, attached is the executed **Manufacturer's Affidavit of Recycled Content.**

West Publishing Corporation d/b/a  
West, a Thomson Reuters business

NAME OF COMPANY

8/2/2010  
DATE

  
AUTHORIZED SIGNATURE

Ellen Gillespie

NAME IN PRINT

Sr. Director, Contract Management

TITLE

(UCS - Rev.07/01/03)

**ATTACHMENT I**  
**NEW YORK STATE**  
**UNIFIED COURT SYSTEM**

**MANUFACTURER'S AFFIDAVIT OF RECYCLED CONTENT**  
(TO BE COMPLETED BY MANUFACTURER)

RFB # \_\_\_\_\_

BID OPENING: September 1, 2010

I, MARTINE TREMBLAY of Twin Rivers being duly sworn,  
depose and say that for the item(s) listed below, the recycled content which conforms to  
the New York State requirements are as specified.

PRODUCT	BRAND NAME	TOTAL RECYCLED CONTENT	POST CONSUMER CONTENT
1 <u>Text Paper (App Div)</u>	<u>Custom Plus Cream 30#</u>	<u>0</u> %	<u>0</u> %
2 <u>Text Paper (Misc Reports)</u>	<u>Custom Plus Cream 35#</u>	<u>0</u> %	<u>0</u> %
3 _____	_____	_____ %	_____ %
4 _____	_____	_____ %	_____ %

SECONDARY MATERIAL NYS WASTE STREAM	CHECK IF DED/DEC APPROVED
1 _____ %	_____
2 _____ %	_____
3 _____ %	_____
4 _____ %	_____

The above product(s) item(s) will be/are manufactured to contain not less than the percentages of recycled content as stated above, in accordance with New York State requirements (indicate in the respective column the percentage of secondary materials generated from the waste stream in NYS that will be utilized in the manufacture of the above products supplied to UCS/NYS).

It is agreed that representatives of the NYS UCS or their designee, shall have access to purchase/production records at any time during working hours for the purpose of verifying the actual percentage and use of recycled materials in the above product(s) furnished to UCS/NYS.

NAME OF MANUFACTURER: Twin Rivers paper company (formerly known as Fraser Paper)

ADDRESS: 82 Bridge Avenue, Madawaska, ME 04756 PHONE: 207-728-3321

AFFIDAVIT SUBMITTED ON BEHALF OF: West Publishing Corporation (BIDDER)

SIGNATURE-MFG. REP.: Martine Tremblay TITLE: PRODUCT ENGINEER

NAME IN PRINT: MARTINE TREMBLAY DATED: JULY 21, 2010

SWORN TO BEFORE ME THIS 21<sup>st</sup> DAY OF July, 2010

NOTARY PUBLIC: Kim M Lavoie

**ATTACHMENT I**

**NEW YORK STATE  
UNIFIED COURT SYSTEM**

**MANUFACTURER'S AFFIDAVIT OF RECYCLED CONTENT  
(TO BE COMPLETED BY MANUFACTURER)**

RFB # \_\_\_\_\_

BID OPENING: September 1, 2010

I, Kenneth Miller of Glatfelter being duly sworn,  
depose and say that for the item(s) listed below, the recycled content which conforms to  
the New York State requirements are as specified.

PRODUCT	BRAND NAME	TOTAL RECYCLED CONTENT	POST CONSUMER CONTENT
1 <u>Text Paper (NY Reports)</u>	<u>Ibsen Book 50#</u>	<u>0</u> %	<u>0</u> %
2 _____	_____	_____ %	_____ %
3 _____	_____	_____ %	_____ %
4 _____	_____	_____ %	_____ %

**SECONDARY MATERIAL  
NYS WASTE STREAM**

**CHECK IF  
DED/DEC  
APPROVED**

1 _____ %	_____
2 _____ %	_____
3 _____ %	_____
4 _____ %	_____

The above product(s) item(s) will be/are manufactured to contain not less than the percentages of recycled content as stated above, in accordance with New York State requirements (indicate in the respective column the percentage of secondary materials generated from the waste stream in NYS that will be utilized in the manufacture of the above products supplied to UCS/NYS).

It is agreed that representatives of the NYS UCS or their designee, shall have access to purchase/production records at any time during working hours for the purpose of verifying the actual percentage and use of recycled materials in the above product(s) furnished to UCS/NYS.

NAME OF MANUFACTURER: Glatfelter

ADDRESS: 228 South Main Street, Spring Grove, PA 17362 PHONE: 717-225-4711

AFFIDAVIT SUBMITTED ON BEHALF OF: West Publishing Corporation (BIDDER)

SIGNATURE-MFG. REP.: [Signature] TITLE: SALES

NAME IN PRINT: Kenneth A. Miller DATED: 7/23/2010

SWORN TO BEFORE ME THIS 23<sup>rd</sup> DAY OF July, 20 10

NOTARY PUBLIC: Nancy Inteso Malool

(UCS - Rev.07/01/03)

## ATTACHMENT I

NEW YORK STATE  
UNIFIED COURT SYSTEMMANUFACTURER'S AFFIDAVIT OF RECYCLED CONTENT  
(TO BE COMPLETED BY MANUFACTURER)

RFB # \_\_\_\_\_

BID OPENING: September 1, 2010

I, Paul Gordon of Catalyst being duly sworn,  
depose and say that for the item(s) listed below, the recycled content which conforms to  
the New York State requirements are as specified.

PRODUCT	BRAND NAME	TOTAL RECYCLED CONTENT	POST CONSUMER CONTENT
1 <u>Text Paper (Advance)</u>	<u>Catalyst Directory</u>	<u>15-40</u> %	<u>15-40</u> %
2 _____	_____	_____ %	_____ %
3 _____	_____	_____ %	_____ %
4 _____	_____	_____ %	_____ %

SECONDARY MATERIAL  
NYS WASTE STREAMCHECK IF  
DED/DEC  
APPROVED

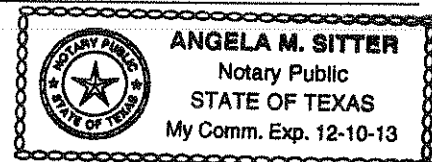
1 _____ %	_____
2 _____ %	_____
3 _____ %	_____
4 _____ %	_____

The above product(s) item(s) will be/are manufactured to contain not less than the percentages of recycled content as stated above, in accordance with New York State requirements (indicate in the respective column the percentage of secondary materials generated from the waste stream in NYS that will be utilized in the manufacture of the above products supplied to UCS/NYS).

It is agreed that representatives of the NYS UCS or their designee, shall have access to purchase/production records at any time during working hours for the purpose of verifying the actual percentage and use of recycled materials in the above product(s) furnished to UCS/NYS.

NAME OF MANUFACTURER: CatalystADDRESS: Port Alberni, BC, Canada PHONE: 250-724-7889AFFIDAVIT SUBMITTED ON BEHALF OF: West Publishing Corporation (BIDDER)SIGNATURE-MFG. REP.: Paul Gordon TITLE: VICE PRESIDENTNAME IN PRINT: PAUL GORDON DATED: JULY 16, 2010SWORN TO BEFORE ME THIS 16 DAY OF July, 20 10NOTARY PUBLIC: Angela M. Sitter

(UCS - Rev.07/01/03)



**New York State Unified Court System**  
**Appendix A**  
**Standard Clauses for all Contracts**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with State Finance Law Section 112.2(a), if this contract exceeds \$50,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC APP. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4)..
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

**(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.**

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

**(b) PRIVACY NOTIFICATION.**

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of State Comptroller, AESOB, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such projects, then:
- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, up-gradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein: and
- (c) the Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- Contractor will include the provisions of "a", "b", "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purposes of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.
13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
18. **PURCHASES OF APPAREL.** In accordance with State Finance Law Section 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that:
- (i) Such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and
- (ii) Vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.