

TIPS VENDOR AGREEMENT

Between Cox Subscriptions, Inc. dba W.T. Cox Information Services and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for **TIPS RFP 210902 Classroom and Teaching Aids Goods and Services**

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately **three (3)** years with an option for renewal for an additional **one (1)** consecutive **year**. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base **three-year** term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus **three years**.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death),

property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from

the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective

date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor’s Resellers as Related to This Agreement

Vendor’s Named Resellers (“Resellers”) under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor’s Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov’t Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS

Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 210902 Classroom and Teaching Aids Goods and Services

Company Name Cox Subscriptions, Inc. dba W.T. Cox Information Services

Address 201 Village Road

City Shallotte State NC Zip 28470

Phone 800-571-9554 Fax 877-755-6274

Email of Authorized Representative dknox@wtcox.com

Name of Authorized Representative Debra M. Knox

Title Director of Contract Administration

Signature of Authorized Representative *Debra M Knox*

Date 9/23/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature *David Wayne Fitts*

Approved by ESC Region 8 *David Wayne Fitts*

Date 11-18-2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210902 Addendum 2
W.T. Cox Information Services
Cox Subscriptions, Inc.
Supplier Response

Event Information

Number: 210902 Addendum 2
Title: Classroom and Teaching Aids Goods and Services
Type: Request for Proposal
Issue Date: 9/2/2021
Deadline: 10/15/2021 03:00 PM (CT)

Notes: **IF YOU ALREADY HAVE A CONTRACT that allows you to sell all of your offerings, there is NO NEED to respond to this RFP.**

You may respond regardless of the number of contracts you hold, but sometimes it can create conflicts for you with customers as to which contract to utilize.

Those titles could include:
Classroom and Teaching Aids
Academic Curriculum and Instructional Materials
Curriculum and Educational Materials
Science Equipment and Supplies
or other applicable titles for your offerings.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North

Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

W.T. Cox Information Services Information

Contact: Deb Knox
Address: 201 Village Road
Shallotte, NC 28470
Phone: (800) 571-9554
Fax: (877) 755-6274
Toll Free: (800) 571-9554
Email: dknox@wtcox.com
Web Address: www.wtcox.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Debra M. Knox

Signature

Submitted at 9/23/2021 2:50:26 PM

dknox@wtcox.com

Email

Supplier Note

Cox Subscriptions, Inc. dba W.T. Cox Information Services is offering a 9% discount to K-12 Schools, a 6% discount to Public Libraries, a 1% service charge to Junior Colleges and Technical Colleges, and a 2% service charge to Universities. Pricing can be found at www.wtcox.com under library tools then select catalogs. Our offer is for Magazines, Periodicals, Journals, Newspapers and Memberships.

Requested Attachments

Agreement Signature Form

210902 Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

Certificate of Insurance.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

Copy of 210902 Pricing Form 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

210902 Reference_Form(1).xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Proposed Goods and Services

Proposed Goods and Services.doc

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement

210902 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1

Copy of 210902 Pricing Form 1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

WT Cox Info Services 2.jpg

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

Certificate of Corporate Offerer.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

210902 CONFIDENTIALITY CLAIM FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

W-9_2020-signed_(1).pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Response Attachments

General Narrative with Karen Cashman as CSR.docx

General Narrative

Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="NO"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ . Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="N/A"/>
5	Company and/or Product Description: This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) <input type="text" value="Magazines, Periodicals, Journals, Newspapers, Memberships"/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Debra M. Knox"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="Director of Contract Administration"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="dknox@wtcox.com"/>

9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8005719554"/>
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10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8777556274"/>
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11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9108801251"/>
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12	Secondary Contact Name Secondary Contact Name <input type="text" value="Didi Holden"/>
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13	Secondary Contact Title Secondary Contact Title <input type="text" value="Regional Sales Represestative"/>
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14	Secondary Contact Email Secondary Contact Email <input type="text" value="didi@wtcox.com"/>
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15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8005719554"/>
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16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8777556274"/>
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17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9102794380"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Dawn Ashton"/>
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1 9	Admin Fee Contact Email Admin Fee Contact Email dashton@wtcox.com
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8005719554
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Tina Evans
2 2	Purchase Order Contact Email Purchase Order Contact Email tevans@wtcox.com
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8005719554
2 4	Company Website Company Website (Format - www.company.com) www.wtcox.com
2 5	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. W.T. Cox Information Services
2 6	Primary Address Primary Address 201 Village Road
2 7	Primary Address City Primary Address City Shallotte
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) NC
2 9	Primary Address Zip Primary Address Zip 28470

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0 **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Magazines, Periodicals, Journals, Newspapers, Memberships

3
1 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

3
2 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

No

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3 **Company Residence (City)**

Vendor's principal place of business is in the city of?

Shallotte

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4 **Company Residence (State)**

Vendor's principal place of business is in the state of?

NC

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS **MINIMUM** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the **MINIMUM** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

36 MINIMUM Discount Term

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

37 Catalog or list pricing of vendor

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

38 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

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Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

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Additional Discounts?

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

4
1

Years in Business as Proposing Company

Years in business as proposing company?

4
2

Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

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Right of Refusal

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

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NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4 5 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4 6 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 7 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4 8 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

4 9 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

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Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

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Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

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2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 4 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 5 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

5 6 2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

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2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

6 0 2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

6 1 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

6 2 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

**6
3** **Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**6
4** **If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6
5** **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

6 6 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

6 7 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

Yes, I Agree (Yes)

6 Remedies

8

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

6 Remedies Explanation of No Answer

9

7 Choice of Law

0

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

7 Venue, Jurisdiction and Service of Process

1

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

**7
2** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

**7
3** **Infringement(s) Explanation of No Answer**

No response

**7
4** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

**7
5** **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes, I Agree (Yes)

7 Insurance and Fingerprint Requirements Information

6 Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

7
8 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7
9 **Texas Government Code 2270 & 2271 Verification Form**

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

8
0 **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
1 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

8
2 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

8
3 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

8
4 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

8
5 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

86 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

87 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

88 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

89 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

90 **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.

Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

9 1 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

9 2 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9 3 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the **Vendor Portal User Guide** will walk you through the process of reporting sales to TIPS. Please refer to the TIPS **Accounting FAQ's** for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9 4 Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

9 5 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

**9
6 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES
(Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**9
7 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH
CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

**TIPS RFP 210902 Classroom and Teaching Aids
Goods and Services**

References

Insert Company Name

Cox Subscriptions, Inc. dba W.T. Cox Information

DO NOT HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.

**ALL INFORMATION MUST BE TYPED AND FORM MUST BE
UPLOADED IN EXCEL FORMAT.**

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required.
DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID TYPED EMAIL IS REQUIRED	Phone
Virginia Beach City Public Schools	Kelly Miller	Kelly.miller@vbschools.com	757-263-6850
Mesquite ISD	Cathy Hall	CJHall@mesquiteisd.org	972-882-5550
Montgomery Co Public Schools	Margie Gaudino	Margaret M Gaudino@mcpsmd	301-279-3272
Anne Arundel Co Public Schools	Mark Stockett	Mstockett@AACPS.org	443-770-5179
Carrollton-Farmers Branch ISD	Shelly Gammon	gammons@cfbisd.edu	972-968-4393

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Cox Subscriptions, Inc. dba W.T. Cox Information Services
(Name of Corporation)

Jean M. Cox certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Debra M. Knox
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Director of Contract Administration
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL if available

Jean M. Cox
SIGNATURE

9/23/2021
DATE



COMPANY PROFILE

Cox Subscriptions, Inc. is headquartered in coastal North Carolina, and is geographically centered between Wilmington, North Carolina and Myrtle Beach, South Carolina. Cox Subscriptions, Inc. is fully staffed and provides all personnel, facilities, equipment, supplies, software and appropriate interfaces for the placement and ongoing management of new and renewal subscriptions, both foreign and domestic.

Cox Subscriptions, Inc. was established in 1974 and formally incorporated in 1982. Cox Subscriptions, Inc. is privately held and has been under the same ownership offering collection management services since the beginning of company establishment. Cox Subscriptions, Inc. has no parent company or outside investment firms and is completely US based.

We remain under the same original ownership of Mr. Willard T. Cox, his successors and his staff of professionals with carefully controlled business development. Cox Subscriptions, Inc. employs a well-experienced and refined group of professionals with a diverse background in business information technology and the library industry.

Cox Subscriptions, Inc. is well known for the level of service commitment to our libraries. Large projects include service to entire library systems comprised oftentimes of hundreds of separate entities. These include academic campuses, corporate offices, public library systems and government agencies worldwide, including Department of Defense contracts from all military branches. Cox Subscriptions, Inc. is responsible for the transition of current collections with major publishers based on the high standards invoked by the Audit Bureau of Circulation, which governs practices and procedures of legitimate subscription agencies. Cox Subscriptions, Inc. is a full service subscription agency with membership to American Library Association, Special Library Association and Public Library Association as well as the Association of Subscription Agents, a worldwide membership group. We adhere strictly to ASA standards of excellence for subscription agents.

With a deep heritage of serials experience from our leadership, Cox Subscriptions, Inc. is well placed as a full service subscription agency. Currently serving nearly 30,000 libraries worldwide, we take great pride in the reputation we have built as being a high-end service provider. When it comes to quick, efficient, accurate and reliable resolve, libraries have looked to our dependable service for years.

We are fully staffed with a team of professionals available to work in close conjunction with you and your library staff to coordinate package deals with publishers as necessary, assist in electronic accessing issues and manage serials collections from beginning to end. Cox Subscriptions, Inc. employs senior management personnel with extensive expertise in this area from both responsibilities at Cox Subscriptions, Inc. and prior experience with large agencies.

Cox Subscriptions, Inc. is a financially sound corporation with a strong management team and competent employees. With a successful history in the subscription marketplace of forty years, we have a solid record of providing excellent service and pricing options. Cox Subscriptions, Inc. offers an unheard level of service and flexibility to assist in transition of service and will tailor our systems to meet your needs.

OUR PROMISE TO YOU

We promise to exhaust all administrative remedies in the pursuit of service to you. Cox Subscriptions, Inc. prides itself on the high level of customer service we provide to our customers. Our goal is to achieve 100% satisfaction. While serials tend to be a problematic arena, our staff is totally committed to quality of services and on-time delivery. We understand the importance of libraries ability to provide service to their patrons and work in the background to help you serve your clients. We will become your extra clerical support for issues of collection management. Cox Subscriptions, Inc. provides the most cost efficient process in the industry and will help you to streamline delivery of library product and drive down the cost of doing business. Cox Subscriptions, Inc. provides transition services by knowledgeable industry professionals. Finally, education and training will be the key to successful interaction between your vendor and your staff. We are committed to being the vendor you come to trust and rely on in your library.

OBJECTIVES

Cox Subscriptions, Inc. is a premier full service information partner with nearly 30,000 customers throughout the United States and domestic territories worldwide. We offer a portfolio of services that include print and electronic subscription access, publisher package management, and personal customer service specialists as well as an impressive reputation for being very flexible and easy to work with as information service partners. Our electronic journal management system can be a valuable addition to your suite of services. This is a standalone benefit and is not required, of course, as part of basic service.

Cox Subscriptions, Inc. will service periodical, serials, publishers' series, standing orders and continuing titles (continuations), both domestic and foreign. We offer a full range of print, fax delivery, print plus online and online only titles. Basic service will include the acquisition and delivery of all new orders, renewals, late renewals, back issues, transfer renewals, added copy subscriptions, special orders, membership and associated publications. Publications shall include, but not be limited to journals, periodicals, newspapers, annuals, yearbooks, government publications, microforms, monographic series, society proceedings and Congresses. We also offer publisher package management for your complete suite of services. Cox Subscriptions, Inc. provides, as part of basic service, claiming and final problem resolution.

Our services also include a complete series of management reports, automated subscription services and online ordering, searching and claiming capabilities via the Worldwide Web. Cox Subscriptions, Inc. provides all services related to serial collection supply and management. We pride ourselves on our excellent customer service. Our internal systems are open architecturally and can accommodate multiple shipping addresses and departmental indications under one billing address. All documents such as

renewals, invoices and management reports can be delivered for each individual location, in both print and electronic format. Library designated personnel have access to all serials management documents via the internet.

SUMMARY OF BASIC SERVICE

- Up to date and accurate information on more than 300,000 titles
- Flexible invoicing based on your specific collection and requirements
- Renewals and invoices in both print and electronic format. Also available in ILS interface
- Transition and Account Management Teams
- One point of contact customer service representative for day to day interactions
- Electronic Access Assistance
- CoxNet – our exclusive, web-based customer interface
- MARC records available
- Online tools that allow you to analyze your serials collections, expenditures, management information and subject coverage
- Customized reports that contain the data points you specify

SPECIFIC TASKS

A

ACCOUNT REPRESENTATIVE

Our management philosophy is company-wide. Every team member involved in your service is committed to excellence.

Karen Cashman a team leader specializing in school libraries will be assigned to your account. Your representative shall be familiar with the requirements of the contract. You may contact Karen Cashman toll-free at 800-571-9554 ext.248, by email at kcashman@wtcox.com, by fax at 877-755-6274 or via CoxNet, our web-based customer interface. Acknowledgement of communication and preliminary response shall be provided within 24 business hours. Email inquiries are answered within 48 hours. Regular status updates shall be available via CoxNet and/or via contact with Customer Service Team Leader. Customer service team leaders are fully supported by a clerical staff working in the background.

Customer service representatives are available 8:00 am to 5:00 pm Eastern Standard Time by phone. Our online customer interface is available 24/7.

Cox Subscriptions, Inc. works closely with personnel to form solid working relationships to ensure a successful partnership. Consistent communication is the key to the most efficient management of library collections. We work as a team with library staff. Free and open communication and information needed willingly provided in a timely fashion will enhance our most effective relationship. Your customer service team leader as well as her supporting staff will become educated in LIBRARY policies and will

embrace LIBRARY's culture, strategic initiatives and program requirements. Cox Subscriptions, Inc. offers unparalleled and customized services to our clients.

Your assigned Customer Service Team Leader shall be available to you to meet review requirements and shall conduct them on-site, via webinar interface or by telephone as you prefer. The customer service team will address all matters pertaining to implementation and ongoing needs of your library. Your Cox Subscriptions, Inc. representative will act as your one point of contact liaison with publishers on behalf of your library. Your representative will provide accurate and timely responses to you. Customer service representatives work directly with publisher to resolve start up, claim and problems as they occur. A Senior Customer Service Team Leader shall be assigned to your account. Each Customer Service Team Leader is supported by a clerical staff working in the background.

Cox Subscriptions, Inc. shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the tasks detailed herein.

B **PROCESSES**

1 **MEETING TITLE OBJECTIVES**

Cox Subscriptions, Inc. provides serial collection management services to acquire a full range of publications to include all periodicals available through agents. Service covers titles, in all media, both domestic and foreign. In certain instances, library staff may be solicited for information necessary to locate publications not commonly available. Cox Subscriptions, Inc. has over 300,000 titles in our database with long-term viable relationships with more than 10,000 publishers. In the event that titles are not currently included in the database, Cox Subscriptions, Inc.' in-house Title Information Department will secure information and make publication available to ordering library. Subscription services shall include new and renewal orders.

Cox Subscriptions, Inc. shall supply materials from a wide range of publishers, to include:

- (a) Medical publishers;
- (b) General circulation periodical publishers;
- (c) Trade publishers;
- (d) University presses;
- (e) Societies and Associations, Scientific;
- (f) Societies and Associations, Non-scientific;
- (g) Small Presses;
- (h) Non-paper format publishers;
- (i) Government agencies;
- (j) Technical publishers;
- (k) Quasi-governmental organizations (e.g., United Nations, World Health

Organization, etc.)

Cox Subscriptions, Inc. has access to publications provided by more than 10,000 publishers worldwide. Cox Subscriptions, Inc. has long-term, well established relationships with our publisher partners. Order and service relationships with publishers include, by are not limited to, categories detailed in items (a) through (k) above.

Periodical/subscription subjects shall include, but not be limited to, materials in the following listing of subject categories:

- (a) Health Sciences
- (b) Allied Health Sciences
- (c) Social and Behavioral Sciences
- (d) Science and Technology
- (e) Management
- (f) Business and Administration
- (g) Marketing
- (h) General interest.

Cox Subscriptions, Inc. database includes publications in a wide variety of subject areas including all scientific subject categories, medical journals, technology-oriented trade and information subjects, legal subject matter, business and administration professional publications, management publications and general interest periodicals.

Additionally, Cox Subscriptions, Inc. supplies titles commonly associated with memberships and/or associations. Cox Subscriptions, Inc. provides publications available through agencies irrespective of subject matter.

Cox Subscriptions, Inc. is fully staffed with title information specialists and stands ready to work closely with the Library to manage contracts and any publisher package contracts specific to this collection. Cox Subscriptions, Inc. will verify package contents each year and will work closely with publishers to ensure that appropriate packages include titles requested required by the library. Pricing and content is consistently and periodically checked by our Title Information Department and is updated daily based on publisher direction. Additionally one of our senior staff members is fully versed in the negotiation and preparation of package deals. Cox Subscriptions, Inc. will secure details directly from library regarding package deals and assist in the procurement and access to required publisher arrangements moving forward in the transition process. Senior sales and academic customer service teams are available to ensure a smooth process.

2

COXNET....OUR SERIALS MANAGEMENT SYSTEM

WT Cox Information Services provides, as part of your basic service, our exclusive interactive web-based system. CoxNet is a "real time" system that allows customers to review their most current account information. Database access is available 24 hours a day, 7 days a week.

Our system gives all customers the ability to administer and manage their account via the Internet. This innovative program allows customers to order (with administrative approval capabilities), file claims, review and alter renewals and retrieve various details of their accounts.

This "real time" system allows the user to see up to the minute information on orders, renewals, invoices, titles, claims, changes and a variety of reports. Systems are updated continuously in real time.

All modules of CoxNet are interactive and web based. The online system includes the following modules:

Subscription Module that includes A-Z title listing, media type and package information, order, bibliographic and account details, publisher policies, claim/change/edit link on main screen, keyword search, title and title access links.

Claim Details Module includes claim details, message forum and resolve/resubmit functions.

Orders Module includes details on order groups, capability to download order list into CSV or excel format, order, bibliographic and account details

Renewals Module allows online renewal function, 24/7 access and downloadable list to PDF or excel. Includes a feature that calculates costs as you move through renewal process to assist with budgetary concerns

Reports Module includes one stop location for reports, multi-file options, customized reports are also available. 24/7 access

Title Module includes online access to catalog, search by feature, media types, language search, bibliographic information and is available in real time. Online catalog includes all titles available.

Title Notification includes up to date key title changes which relate specifically to your order including price increase notifications set to your specific percentage ceiling.

Online Subscriptions includes titles with an online component in your collection. Individual title detail pages allow you to track the progress for license, registration, activation and confirmation of access. Note fields are available as you track progress.

Check In Module includes capability to check in subscriptions, add titles that are not ordered through WT Cox Information Services and also acts as another claim portal.

Our featured enhancements to our proprietary system include:

Notifications has been designed to keep you up to date with key title changes which relate specifically to your orders. This feature has been designed to allow you to view all changes or specify the start date range for the orders you wish to review.

The results will be viewable as a web page rather than a series of reports that will be out of date as soon as they are produced.

Types of changes that will be reported are:

- Delays
- Frequency
- ISSN
- Issues
- Media Type
- Name
- New Title
- Publication Resumed
- Publisher

You will be able to view the previous value and the new value of any change as well as the effective date/volume that this change took place.

You will be able to search for any of the types of changes above or return all changes and then use the sort arrow on the search results page to sequence a particular column.

All results can be exported to excel. No need to store multiple reports of notifications or emails advising of individual changes. In summary, it is your view of your changes when you want it

A customer filter enhancement enables multi-customer organizations to more easily management subscription activity by specific locations within the organization.

Online Subscriptions allows you to view any title that has an online component. This will show all online titles and by selecting an individual title, a detail page will be displayed to allow you to track the progress for registration and activation of that title.

There are three steps that you can record your progress in setting up access:

1. License
2. Registration
3. Confirmation of Access

Notes can be entered for each of these steps. An excel option is available to export the summary of the status for each title.

Additional enhancements include:

- Customized view of subscriptions
- Direct access to Library of Congress records
- Ability to search by Dewey Decimal Classification (DDC)
- Ability to search by LC subject classification codes
- Ability to search/filter subscriptions by Invoice Number in Subscriptions Tab
- Simplified License Detail View
- Volume/Issue information available in subscription detail screen

Each of these enhancements has been added as a part of continuing development based on customer feedback. Enhancements are ongoing at all times.

CoxNet also provides a user management module or “administrator” console to control user access. In general, an organizational account will be set up with administrative capabilities. All subaccounts will be viewable via one “Master” account and also viewable as individual subaccounts. Subaccounts and any special packages necessary are assigned a unique identifying number and may be further identified by ship to addresses, billing addresses, funding codes and a variety of other parameters. Subaccounts will be identified to your specifications. Administrative capabilities can be provided or restricted as dictated by your library’s approval processes. Librarians can be given the capability to renew, order and claim (or any combination) or can be restricted from doing so. All orders from the Library will fall under the administrative account. One master administrator should be identified. Subaccounts can be separated by ship-to, HEGIS, cost codes or internal reference codes. Reports can be generated by any common denominator.

Database records available include title, publisher, ISSN, available formats and also includes a separate title information database which is searchable in a variety of formats. Within the title database, memberships, membership titles and packages are clearly identified. The internal title information within your collection can be customized with publisher ID numbers, account numbers, invoicing information and any number of information the Library deems necessary.

Online titles include registration and access information. Additionally, a customized online access report is available to Library as part of basic service.

CoxNet records are updated daily in real time. Enhancements to the system are incorporated automatically as they occur.

3

ORDERS

Cox Subscriptions, Inc. accepts new orders at any time during the year. Orders shall start as designated unless publisher restriction exists. New orders shall be merged automatically into the next year's main renewal invoice so that all titles will be listed in a single updated list to maintain the integrity of Library list.

Orders shall be placed to begin as specified to include quantities, volume designation and start dates unless publisher restrictions exist.

Cox Subscriptions, Inc., shall attempt to align the subscriptions to the common expiration date of December 31, if the publisher permits.

4

BACK ISSUES

Cox Subscriptions, Inc. maintains a separate building to house our Replacement Issue Library along with a clerical staff responsible for inventory and organization of issues. We maintain an inventory of the most commonly ordered magazines and journals. There are approximately 5,000 titles on any given day. Additionally, all administrative remedies are utilized to secure missing issues or volumes from a variety of sources. If available within our Replacement Issue Library the missing issues are provided at no charge. Charges when needed are issued on an item by item basis.

5

RUSH ORDERS

Rush orders are accepted via any method. Rush orders are placed immediately with careful attention to expiration dates if order currently exists. New orders are accepted. Orders are placed electronically where permissible to reduce the time necessary to process at publisher point of order. Payment is provided via credit card with order to guarantee delivery. Cox Subscriptions, Inc. will cause orders to begin at expiration of current subscription periods to ensure that your library pays for entitlement only once. In the event that the rush order is not available, staff shall be notified within 24 hours.

6

NO CHARGE MATERIALS

Agencies shall be notified of publications that are available at no charge, i.e., membership titles and journal supplements. If item is identified as must order direct, Agencies shall be notified and provided with order information.

7

SPECIAL PRICING

Cox Subscriptions, Inc. honors established discounted pricing offered by publishers to Agency. The discovery process occurs during transition phase of contract award and is noted in customer profile. Cox Subscriptions, Inc. will pay publisher invoices on behalf of Agency.

8

SUPPLEMENTAL MATERIALS

Materials available at no charge as part of subscriptions shall be provided automatically to requesting subscriber.

9

ADDITION OF MISSING TITLES

Cox Subscriptions, Inc. has over 300,000 titles in our database with long-term viable relationships with more than 10,000 publishers. In the event that titles are not currently included in the database, Cox Subscriptions, Inc.' in-house Title Information Department will secure information and make publication available to ordering library. If publication is not available via agencies, LIBRARY shall be notified within 3 business days.

10

ORDER PAYMENT

All orders are prepaid to guarantee delivery. Cox Subscriptions, Inc. employs a positive pay system with our banking partner to ensure payment to publishers. Proof of payment can be required on demand. Invoices are issued after order placement.

11

CLAIMS

Claims for all problem resolutions are accepted in a variety of ways. We encourage use of our web-based customer interface for ease of claiming but claims are accepted by phone, fax or e-mail as well. Library staff may use any or all options.

Full claim and problem resolution service shall be provided to "ship-to" addresses. Claims to publishers include, at a minimum, the following information:

- (a) Subject title of claim
- (b) Problem identification
- (c) Order date
- (d) Term of subscription
- (e) Payment amount
- (f) Proof of payment
- (g) Change of address, name, etc.

Claims are filed electronically as they are received. Online access issues and newspaper delivery issues are responded to immediately and by phone. Routine claims that cannot be accepted electronically based on publisher restrictions are transmitted daily by mail.

Cox Subscriptions, Inc. keeps current with all known ILS on the market and supports vendor specifications and all versions of EDI software. We offer migration assistance during the transition

phase of start-up and integration capabilities are tested before implementation. Details of all services are provided in the transition section of this response. Interface is offered at no charge.

A basic overview of EDI service is detailed below and an overview that is more specific to Library ILS will be identified based on your system as well as testing during transition. This is an example only of how EDI functionality works through Cox Subscriptions, Inc. All system interfaces will be tested during transition.

EDI Functions Client Overview

Electronic Claiming. Electronic claiming allows you to generate claims through your ILS and then send them via FTP to Cox Subscriptions, Inc., who then transmits the claims to the publishers. This method reduces staff time spent entering individual claims and provides the required claim information for the publisher.

- The electronic claiming match point is the Cox Subscriptions, Inc. Persistent ID (displayed as Our Ref Number) and must be present in the **Vendor Reference Number** field of the Order record in the **Type** tab, right below the field which should say **Agent's Subscription Identifier (SNA)**. The Persistent IDs may be scanned into the records using bar codes or keyed manually.
- The library needs to make sure their vendor code is setup properly in the order records. We will contact ILS for specific information.
- After the Persistent IDs have been entered into your ILS, we will send you the FTP address and ID numbers. The client will need to send a test file of 3-5 claims. As test claims, they will not be sent to the publisher. We will notify you when the test has been completed successfully and you may begin claiming on a regular basis.
- Cox Subscriptions, Inc. offers the option to have an automatic confirmation sent when they receive electronic claims. To receive confirmations, the client must provide us with the appropriate email address. We recommend you use a departmental email address rather than a personal email address.

Electronic Invoicing. Invoice information is available in electronic format to load directly into the client's ILS. This process posts payments and other invoice data to each record, eliminating time-consuming manual input. Each time an EDI invoice file becomes available, an e-mail notification is sent to the client. EDI invoices are available for download from CoxNet or may be retrieved by FTP.

The client may limit the invoice by a specific number of line items. You may want to consider a maximum of 100-500 line items per invoice.

- The match point for electronic invoicing is the **Order Record PO Number**. The PO Number must be static and unique for each title and must be entered into the ILS field of the system. The client must supply us with an Excel file of their subscriptions, including Title, ISSN, and Order Record PO Numbers.
- If the client desires to use fund codes, they can supply them in the same Excel file as the Order Record numbers for entry into the system.

12

PROCESS CHANGES

Cox Subscriptions, Inc. shall process all subscription changes to include, but not be limited to quantity, title and address changes as well as cancellations via our established processes and procedures. Up to the minute claim resolution is available via our web-based customer interface.

13

DUPLICATE ISSUES

Cox Subscriptions, Inc. will work directly with publisher to resolve duplicate copy issues if/as they occur. Orders placed accurately in a timely fashion will diminish the incidences of duplicate copies.

14

REPLACEMENTS, REFUNDS and CREDITS

We provide service to obtain replacement copies for defective, mutilated, or lost in transit issues. We have available to us many fulfillment agencies to assist in obtaining replacements. We also maintain an in-house Replacement Issue Library. This library is available to customers as part of basic service. Customer service representatives will exhaust all available remedies to secure missing issues for the library from outside sources to include publishers and distributors specializing in acquisition of back issue collections.

Cox Subscriptions, Inc. will make a refund in full of all amounts refunded by the publisher in the form of a credit memorandum when a title is lost; discontinued/cancelled; publication date delayed; replacement copy is unavailable; or quoted cost less than actual cost. The credit memorandum will be emailed to the Library with a follow up paper copy by mail. The document will display "Credit Memorandum" prominently and shall include the following:

- Invoice number
- Account number
- Subscriber code
- Title
- Title code
- Dollar amount

Credit memos shall be accepted as payment towards invoices or a refund check shall be issued to LIBRARY if issuance occurs after order placement. Credit memos shall be included as part of LIBRARY Monthly Summary.

Our cancellation policy is as follows:

Cox Subscriptions, Inc. will process cancellations up to six (6) months of the start date with publisher approval. Cancellation notifications should be made as soon as possible. After six months from the start date, cancellations will not be accepted or will be cancelled without credit in accordance with the publisher's guidelines. Publishers who do not allow cancellations or assess a cancellation fee will be so indicated on your invoice.

Written cancellation notices shall be sent to publishers, with an acknowledgment sent to the Libraries.

Refunds of any unexpired portions of orders shall be requested for all timely (i.e., as specified by the publisher) cancellations, and refund credits for the full amounts refunded by the publishers shall be processed for the Libraries.

Canceled titles shall automatically be deleted from the next main renewal invoice list.

Refunds shall be requested from publisher for any unused portions of subscription based on timely cancellations. Refunds will be paid in full to Library and are based on refunds afforded by publisher. Customer service team will exhaust all administrative remedies to secure refund for cancellation. Billing errors and inaccurate orders become the sole responsibility of Cox Subscriptions, Inc.

If no refunds or credits are forthcoming due to cancellation, LIBRARY shall be notified in a written communication. Any funds recovered shall immediately be credited to LIBRARY with no administrative charge.

15

PAYMENT TO PUBLISHER

All orders are prepaid to guarantee delivery. Proof of payment can be provided on request. Invoicing occurs after order placement in a timely fashion to ensure continuity of budgeting and payment schedules for LIBRARY. Timelines shall be established during transition to meet goals of LIBRARY.

16

COMMUNICATION

Cox Subscriptions, Inc. works closely with personnel to form solid working relationships to ensure a successful partnership. Consistent communication is the key to the most efficient management of library collections. We work as a team with library staff. Free and open communication and information needed willingly provided in a timely fashion will enhance our most effective relationship.

We value our relationships with our customers but also our publisher partners. Cox Subscriptions, Inc. openly communicates with all members of the team to coordinate and provide the best service possible to our mutual client.

Cox Subscriptions, Inc. prides itself on the level of service provided to all libraries in our family of clients. We provide service that exceeds expectations. Every single employee is committed to customer service and empowered to act on library's behalf.

Well established and long term processes and procedures are firmly placed and followed by all team members in order to maintain quality control, scheduling of timely deliveries, tracking charges and satisfaction of reporting requirements. At all stages of order processing, invoicing, renewals and customer service, we conduct strict quality assurance measures such as employing a positive pay system for all checks issued prepaying publishers to guarantee delivery. Order submission to publishers is accomplished utilizing state of the art methods and delivered electronically wherever possible to ensure timely delivery of subscriptions. We assist customers with day to day management needs by providing customized reports and variable methods of accessing order records.

Routine quality control reports are generated and analyzed by our management team, at a minimum of weekly. Any problems are quickly discovered and corrected. Quality is measured by order accuracy and claim levels as well as degree of problems in our customer service department. Due to the flexibility of our organization, we are able to quickly adjust procedures as necessary when a problem is identified. Our executive management team is consistently informed of any anomalies or deviations from normal operating procedures, whether it is due to systems or process. Our IT department is constantly monitoring our hardware and software for discrepancies or shortcomings. We enjoy an excellent reputation in the library community. It is the company-wide goal to be accurate, friendly and responsive.

C **RENEWALS**

A renewal document shall be prepared for delivery to you by date specified if desirable and shall be made available in both print and electronic versions. Renewal lists are provided by library location and titles shall be listed in alphabetical order by title. Renewal lists contains all titles in library collection regardless of expiration date.

Renewal documents are provided approximately five months in advance each year for review and annotation with changes based on your primary start dates. This timeline allows ample time for review and change. Renewals can also be downloaded at any time from our online system CoxNet. Renewals can be sent in printed sets as specified or transmitted electronically. Library may choose method of delivery or can receive in all available formats.

Renewals included, at a minimum, the following information:

Complete Bill To and Ship To address
Title

Chargeable account number
Applicable ISSNs
Quantity
Subscription term or period
Library Purchase Order Number
Library Budget Code
Subscription Status: i.e., new, renewal, bill later
Publisher/Reference/Customer Number
Format
Frequency
Bibliographic status
Vendor's subscription ID number
Any titles that may not be due for renewal but that are on record for Library
Price. Pricing is updated, at a minimum, once each year or as publishers notify agency of change. Most current publishers' list price available will be noted on the renewal list to include pertinent information such as titles that come as part of memberships, titles available at no charge, combination subscriptions, must order direct titles, titles which are no longer available and supplemental bibliographical information such as frequency changes, title changes or publications currently behind schedule.

Renewal documents contain adequate fields to store and/or display internal fund accounting codes, subject identifiers, numbers assigned by library, HEGIS codes or any information deemed pertinent by library personnel.

Renewal list will include bibliographical information regarding publisher restrictions, including but not limited to, irregular publication schedules, discontinued titles, volume year or calendar year basis only, notice of no pro-rate status, no cancellation and/or refund policies and any other information deemed pertinent for informational purposes.

Upon authorization and funding approval evidenced by delivery order, renewal order will be processed. If no authorization approval occurs, the order will not be renewed. Cox Subscriptions, Inc. shall confirm non-renewals.

D **MANAGEMENT REPORTS**

Cox Subscriptions, Inc. supplies as regular reports the following: Active Orders; Active Orders by Language; Irregular Titles; Online Electronic Journals; Standing Orders; Active Claims; Resolved Claims; Claiming Restrictions; Master List of Title Changes; Customer Specific List of Title Changes; Price Change Report; User Management and Permissions. All title information personnel, customer service personnel and IT personnel are involved in ensuring that data fields populate completely and accurately. System checks occur regularly and on demand if deficiencies are reported.

Customized reports are as variable as staff requesting them but are generally specific historical price analysis; invoice and payment reporting; code reports, i.e., funding as it relates to titles purchased; statement of accounts; membership titles; title recaps by location or fund code. There is no limitation on the type of report that can be provided including all reports detailed above. Please allow up to 7 working days for customized reports. Rush reports are available. Our reporting system is continually enhanced and many of these "custom" reports shall become regular reports available based on your specific data points.

Some examples include:

Financial Summary Report. Report detailing all credit or debit invoices designated by ship-to address and fiscal year. This report shall contain, at a minimum, the invoice number, dollar amount of invoice, dollar amount of credit or debit invoices, subscriber identification including account number and service charge levied.

Claims List. Report summarizing claims activities each month. Report includes claims filed, outstanding claim and resolution as indicated by publisher and shall be cumulative, by title, for all claims retaining unresolved. This report is also available for download on demand from CoxNet, our web-based customer interface.

Subscription Status Information. Report detailing any title irregularities or changes to title for each library. Estimated price increases or actual price increases will be provided as part of this monthly status report which is available monthly or on demand.

Consolidated Reports. Cox Subscriptions, Inc. acknowledges that library administration may consider the monitoring of deliverables. As part of basic service in this endeavor, Cox Subscriptions, Inc. can and will supply the following cumulative reports on request:

Consolidated Monthly Claims Reports. Report detailing claims filed categorized by ship-to address, sorted by title that provides claim history

Historical Price Analysis. A five-year report that details past pricing trends based on your collection. This report shall be provided by subscriber agency and alphabetically by title or by subject identification as Library requests.

Forecast of Pricing. A report detailing economic factors affecting coming year prices, i.e., publisher price increases. This report can also include industry standard forecasts.

Ship-to List: Report detailing all subscriber agencies and addresses.

Courtesy Invoice Data: Separate itemized invoices for each subscriber, arranged alphabetically by title. An unlimited number of paper invoices shall be supplied. Electronic and paper invoices shall be supplied one month after renewals and/or after new order placement.

Missing Issues. Titles most commonly stored in our Replacement Issue Library.

Additional customized management reports are available on demand and at no charge to Library as part of basic service. Reports can be provided based on your specific data points.

Requested information can be sorted, subtotaled and re-totaled by all or any combination of fields indicated by library. Our system is open architecturally and can accommodate requests of multiple information fields delivered in presentation of choice with your specific data points. Management reports format. Reports will be made available on CD ROM, spreadsheet or software programs commonly available as part of standard office operations. Cox Subscriptions, Inc. will provide access to data and programs are delivered on request as part of basic service at no charge.

Cox Subscriptions, Inc. will supply reports in electronic formats including PDF, ASCII comma delimited format or MS Excel. Printed reports are also available for delivery. Library may request reports in any necessary for report production.

E **INVOICES**

1

Our invoice shall be the bill or written request for payment under the delivery order for supplies delivered or services performed. Invoices shall be submitted in a timely fashion for review and approval.

2

Cox Subscriptions, Inc. shall invoice only for the amount of supplies delivered or services performed as authorized by proper delivery order.

3

Fiscal Year of the Invoice. Cox Subscriptions, Inc. shall generate an invoice reflecting individual items/services ordered by the customer in accordance with an authorized delivery order. The fiscal year to which an invoice must be charged is governed by the delivery order number, not by the vendor's invoice date. Thus, items ordered on September 30th against a current delivery order will be charged to the current fiscal year, even though they may not be delivered and invoiced until after the next fiscal year has begun. We understand that it is therefore extremely important that the delivery order number and order date be clearly identified on the invoice and that it correctly reflect the fiscal year with which the particular item orders are associated. Invoices for subscriptions shall be clearly distinguishable from reports of usage under the subscription (for which no additional payment is due.) Cox Subscriptions, Inc. shall not combine charges from separate fiscal years on a single invoice. Invoices are electronic subscriptions shall be clearly distinguishable from usage reports.

4

Individual invoices shall have unique numbers. No invoice (including credit invoices) shall have a number which duplicates another invoice's number.

5

Cox Subscriptions, Inc. shall maintain complete records of all transactions between LIBRARY and Cox Subscriptions, Inc. for the contract in its entirety and for a minimum of three years after contract closure. Cox Subscriptions, Inc. retains all records of orders, renewals, historical pricing and details of customer relationships for a minimum of seven years. Any and all records are available to customer when requested.

6

Cox Subscriptions, Inc. shall be responsible for order completion and invoices issued and paid within the prescribed three years of each fiscal year. Three year period shall follow fiscal year of order placement. Records are archived online indefinitely.

7

All invoicing shall be presented in US dollars.

8

All invoices shall contain:

1. Contractor's name;
2. Unique invoice number;
3. Date; remittance address;
4. Purchase order/delivery order number
5. Contract number;
6. Federal tax ID number; and
7. Name, title, phone number of official authorized to submit invoice.

9

Cox Subscriptions shall bill each subscription title as a single line item. Each line item shall state:

1. LIBRARY order number,
2. Serial title,
3. ISSN (if available),
4. Quantity of copies
5. Subscription term/period and the volume and issue or edition covered by the charge
6. Price in U.S. dollars.

10

Detailed invoices shall be provided in PDF (Portable Document Format) for download from the web- based customer interface provided as part of basic service. Downloads are available to determined authorized staff members.

ADDITIONAL INFORMATION

Training

Our company operates with a team approach in order to maintain quality control, scheduling of timely deliveries, tracking charges and satisfaction of reporting requirements. At all stages of order processing, invoicing, renewals and customer service, we conduct strict quality assurance measures. Our management team is completely accessible to assist with the resolution of any service problems. Cox Subscriptions has a strong history of providing exceptional customer service. We enjoy an excellent reputation in the library community.

As new technologies are developed or enhancements are offered in our internal and external systems, company-wide training sessions occur and documentation is distributed internally with key features and functions noted. Both full-time and part-time employees are given the same training.

The transition team and the customer service team are on point to provide training on our web-based interface for collection management. Training is provided via webinar individually or within a group of staff members as the Library requests or may be provided on-site as requested. Our systems are quite easy to use and are intuitive. Regional Sales Directors are fully versed in training on our systems and are also available to you on request.

Our transition specialist is available on-site and your customer service team leader is available to assist via phone, email or online. As necessary, written documentation is provided.

Quality Assurance

Cox Subscriptions, Inc. prides itself on the level of service provided to all libraries in our family of clients. We provide service that exceeds expectations. Every single employee is committed to customer service and empowered to act on library's behalf.

Well established and long term processes and procedures are firmly placed and followed by all team members in order to maintain quality control, scheduling of timely deliveries, tracking charges and satisfaction of reporting requirements. At all stages of order processing, invoicing, renewals and customer service, we conduct strict quality assurance measures such as employing a positive pay system for all checks issued prepaying publishers to guarantee delivery. Order submission to publishers is accomplished utilizing state of the art methods and delivered electronically wherever possible to ensure timely delivery of subscriptions. We assist customers with day to day management needs by providing customized reports and variable methods of accessing order records.

Routine quality control reports are generated and analyzed by our management team, at a minimum of weekly. Any problems are quickly discovered and corrected. Quality is measured by order accuracy and claim levels as well as degree of problems in our customer service department. Due to the flexibility of our organization, we are able to quickly adjust procedures as necessary when a problem is identified. Our executive management team is consistently informed of any anomalies or deviations from normal

operating procedures, whether it is due to systems or process. Our IT department is constantly monitoring our hardware and software for discrepancies or shortcomings.

We enjoy an excellent reputation in the library community. It is the company-wide goal to be accurate, friendly and responsive.

Customer Satisfaction

Our success is measured first and foremost by the loyalty of our customer base. In this typically struggling economy, Cox Subscriptions, Inc. has continued to grow under a carefully controlled business plan. Our loss rate is low and typically occurs in a bid situation. We are able to offer competitive rates with no sacrifice of quality or technology. We are rewarded by enjoying a solid working relationship with our libraries, a long term relationship with our publisher information partners and low turnover of both employees and clientele. All systems, processes and procedures are monitored on an ongoing basis and re-structured if and when necessary. We measure our success by the customers' feedback and adapt and change as requested and required.

Customer service processes and procedures, which are an integral part of our service package, are firmly in place. The number of claims per representative is evaluated twice yearly to ensure workload balance and excellence in service to customers. All clerical staff is accountable to their senior customer service team leaders and each team leader is accountable to both the Department Manager and the VP of Operations.

At all levels of service, we measure the following management metrics for monthly evaluation:

- Alignment with our philosophy of service first
- Quality of Product
- Timeliness of delivery
- Cost reduction
- Cycle time reduction
- Meeting commitments
- Customer satisfaction

During these ongoing evaluations, we involve the people who are responsible for the work to be measured because they are the most knowledgeable about their own work. Management has ongoing discussions to:

1. Identify critical work process and customer requirements
2. Identify critical results desired and align them with customer requirements
3. Evaluate measurements for the critical work processes and critical results
4. Re-establish performance goals, standards and benchmarks based on our findings.

Based on customer feedback, we are able to define broad, general areas of review and repair, specific areas of accomplishment that will satisfy major divisions of responsibility within each function and finally drive improvements made under each criteria.

The quality of our performance is measured using the following five points of review:

- Specific. Clear and focused to avoid misinterpretation
- Measurable. Consistently quantified and compared to previous data.
- Attainable. Achievable, reasonable and credible
- Realistic. Fits into both our organization and your organization's constraints and is also cost- effective; and
- Timely. Can be accomplished in the agreed upon time constraint.

We communicate desirable changes and enhancements to service by communicating and then demonstrating that they have been accomplished.

We are a nimble and flexible organization without the need to struggle through corporate levels to achieve change. We measure our success by your level of satisfaction.

Electronic Journal Assistance

Cox Subscriptions, Inc. will assist in electronic journal access management as follows:

- (a.) Assist library by working closely with Library personnel and publishers to gain approval for electronic access, ensure that pre-payment is made for access and further, follow up to ensure that links are provided to Library
- (b.) Provide real time and customized reports to identify changes in electronic journal packages. Cox Subscriptions will act as a liaison between publishers, servers and the library to make a smooth transition for electronic access and to assist the library to achieve continuous access.
- (c.) Identify and verify range of access for electronic publications and provide information to library
- (d.) Order access in a timely fashion to ensure sustained and continuous access
- (e.) Identify on an ongoing basis, any titles that become available as electronic only options and notify library to begin transition to electronic only access.

Online access instructions are provided directly to you by the publisher at the email addressed specified as part of order placement. Representatives stand ready to assist as necessary.

Meetings and Reviews

Cox Subscriptions, Inc. shall participate in scheduled meetings by phone and/or teleconference to discuss and resolve issues in keeping with our policy of open communication and collaborative efforts in the service of your account.

Delivery of Materials

Cox Subscriptions, Inc. will coordinate the delivery of subscription materials to LIBRARY locations. Our processes and procedures are firmly in place. Cox Subscriptions, Inc. shall contact publishers and coordinate delivery of Standing Orders for new editions. Cox Subscriptions, Inc. acts as your one point of liaison with publishers reducing your contact to a minimum.

Notification of Delays

Cox Subscriptions, Inc. accepts primary responsibility for order acceptance. Order confirmations and/or notices shall be provided to Serials Management Administrator in instances when the subscription cannot be supplied by the publisher. Order identification information shall be supplied.

Serials Management Administrator shall be notified of system outages or operational difficulties. Status updates shall be provided if outage is expected to be longer than is practicable. Cox Subscriptions, Inc. has a documented disaster plan that shall be provided on request.

Implementation Services

Cox Subscriptions, Inc. management, sales and customer service teams shall work closely with LIBRARY to establish an approved timeline for activity management at onset of award.

Cox Subscriptions, Inc. shall provide assistance in providing an order transition of services in the event of termination or at expiration of our Agreement. Cox Subscriptions, Inc. shall provide administrative and collection management services for a minimum of three months after publication subscription term expiration.

Cox Subscriptions, Inc. has been successfully providing project services since 1974. During the course of our history and business growth, more sophisticated technology advances have been developed and continue to be developed for enhancement of our services. All services detailed in this response to requirements are provided as part of basic service. We do not anticipate any unusual difficulties in meeting the objectives of your Statement of Work and no extra expenses are anticipated.

Personnel

Cox Subscriptions, Inc. is privately held and has been under the same ownership since inception.

Cox Subscriptions, Inc. has no parent company or outside investment firms and is completed USA based.. Cox Subscriptions, Inc. will remain under the same careful ownership of Mr. Willard T. Cox, his successors and his staff of professionals with carefully controlled business development. Cox Subscriptions, Inc.

employs a well- experienced and refined group of professionals with a diverse background in business and the library industry.

All operations are administered in one corporate location. We have no franchise or subsidiaries involved in the provision of service.

General Personnel. Cox Subscriptions, Inc. is staffed by a team of experienced and knowledgeable senior personnel. Production and delivery of serials subscriptions and services offered under this solicitation response will be satisfied with a full time permanent staff of team oriented support employees in addition to key contact and administrative personnel. Additional clerical personnel are contracted during peak service times. Our team of senior personnel, production team members and customer service representatives are known for going the extra mile.

Cox Subscriptions, Inc. shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services detailed herein.

Management Tools and Controls

The entire staff of WT Cox Information Services works as a team. At all stages of order process, renewal, invoicing and customer service we conduct strict quality assurance measures. Reports are generated at every stage of the order process for examination by senior management personnel. Order submission directly to publishers is accomplished utilizing state of the art hardware and software in order to guarantee delivery of subscriptions in a timely manner. WT Cox Information Services provides any reports necessary or required to detail usage and monitor charges to ensure authorized levels of funding are not exceeded. Our tracking capabilities include the ability to immediately provide "proof of payment".

The computer systems utilized by our company for order processing, invoicing, claiming and reporting are the latest technology. With Internet connectivity, you will have access to your order records for more efficient serial management. WT Cox Information Services' advanced technology supports reporting capabilities to measure the level of quality and service provided to each customer. Title information accuracy, order accuracy and quantity of claims and their resolution is monitored in accordance with our strict quality control standards. WT Cox Information Services senior management personnel take an aggressive approach to maintain a high level of efficiency and economy. This is necessary for productive effective service to our customers.

RESPONSE TO COVID CLOSURES

We are receiving many inquiries regarding suspending magazines due to temporary library closures as a result of Covid 19. While we do not normally accept requests to suspend magazine service, with consideration to the current circumstances, we have taken steps to facilitate suspension requests where necessary.

It is important that you consider the timeframes for stopping and resuming magazines when deciding the best action to take for your library(s). Due to pre-labeling, the next 2-3 issues will still be delivered and will be considered issues served. It can also take up to 2-3 issues for service to resume upon reactivation. For these reasons, this is often not going to be the best solution for a library that is closing for a few months or less. Please consider whether your facility would be better served by arranging for your magazines and other mail to be rerouted to a PO Box or otherwise held by the Post Office during this time. We can submit requests to have items delivered to a PO Box (recommended) or to another location (often not the ideal choice, but we can arrange this when needed). It typically takes 2-3 issues for change of address to take effect because of publisher pre-labeling policies. The post office can usually forward mail during this time, as well. Arrangements can often be made with the Post Office to forward mail to the PO Box as well and that this can help to alleviate the 2-3 issue delay caused by publisher pre-labeling practices.

If you decide that a temporary suspension is the appropriate action to take, please confirm that you would like all subscriptions suspended until further notice. At that time, WT Cox Information Services shall submit requests on your behalf to all publishers, and claims will be created on CoxNet (new claim type: Temporary Suspension) so that you can monitor the progress of these requests. It is our hope that all publishers will honor these requests, and we have received positive feedback from many in this regard, but you should be aware that it is possible not all publishers will allow suspension of service. Your customer service team will exhaust all administrative remedies to provide assistance.

You will need to reach out to us when you would like to have services resumed again, understanding that it may take a 2 to 3 issue cycle to resume publications.