

TIPS VENDOR AGREEMENT

Between _____ and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

171002 Books and Library and Educational Materials

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) 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. 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.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

Definitions

PURCHASE ORDER 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 to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

Terms and Conditions

Freight

If applicable, 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" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to all applicable statutes and codes.

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agent(s) of the purchasing TIPS Member.

Davis Bacon Act requirements will be met for construction and/or repair of buildings unless otherwise agreed with the TIPS Member.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she 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.

2. 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 TIPS under a TIPS Agreement.
3. 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.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for additional one (1) consecutive year as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation. The renewal option for the one additional year is at the agreement of the parties.

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 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 OR EXECUTED AGREEMENT 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 AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments (If Applicable)

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment

tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Fees for this award are 2%.

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to TIPS Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

2. **Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members 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, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

2. **Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work 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, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

State of Texas Franchise Tax

By signature hereon, the bidder 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

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to 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 written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is 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.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report otherwise).

Supplemental Agreements

The TIPS Member and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

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 fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (Only when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. 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 sub-contractor 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. 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.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. 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 and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the 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 this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

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 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 three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. 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. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

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 fully 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.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Bonding

Only when applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

Incorporation of Solicitation

The TIPS Solicitation, Request for Proposals, Request for Qualifications or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

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 has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Construction Projects (when applicable)

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. 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.

You certify that your company is not listed on and we do 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>

- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
- **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
- **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1st of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
- **Back Ordered Products:** If product is not expected to ship within 7 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.

TIPS Vendor Agreement Signature Form

RFP 171002 Books and Library and Educational Materials

Company Name WT Cox Information Services

Address 201 Village Road

City Shallotte State NC Zip 28470

Phone 800-571-9554 Ext 215 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
Digitally signed by Debra M Knox
DN: cn=US, o=Identrust ACES Business Representative, ou=COX
SUBSCRIPTIONS INC, cn=Debra M Knox,
0.9.2342.19200300.100.1.1=AD1093000000153ED791843000111CD
Date: 2017.11.09 02:48:13 -0500

Date 11/17/2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature Meredith Barton

Approved by ESC Region 8 David Wayne Fitts

Date 12/15/17

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department Building
Fax				Floor/Room
Bid Number	171002 Addendum 2	Department Building		Telephone
Title	Books and Library and Educational Materials			Fax
Bid Type	RFP			Email
Issue Date	10/5/2017 08:01 AM (CT)	Floor/Room		
Close Date	11/17/2017 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company	W.T. Cox Information Services (Cox Subscriptions, Inc.)
Address	201 Village Road
	Shallotte, NC 28470
Contact	
Department	
Building	
Floor/Room	
Telephone	(800) 571-9554 x228
Fax	(877) 755-6274
Email	
Submitted	11/9/2017 10:28:14 AM (CT)
Total	\$0.00

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

Signature Debra M. Knox

Email dknox@wtcox.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
10/30/17	Anticipated Schedule of Award or Related Events	The Anticipated Schedule of Award or Related Events addendum reflected a January 2017 award date and is hereby corrected to change from January xx, 2017 to 2018.

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	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/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
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.)	A full service subscription agent providing journals, newspapers and magazines as well as associated collection management services including claiming, invoicing, renewals and online customer dashboard for account management
6	Primary Contact Name	Primary Contact Name	Debra M. Knox
7	Primary Contact Title	Primary Contact Title	Director of Contract Administration
8	Primary Contact Email	Primary Contact Email	dknox@wtcox.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8005719554
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8777556274
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9108801251
12	Secondary Contact Name	Secondary Contact Name	Nancy Valley
13	Secondary Contact Title	Secondary Contact Title	Sales Coordinator
14	Secondary Contact Email	Secondary Contact Email	nvalley@wtcox.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8005719554

16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8777556274
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Debra Knox
19	Admin Fee Contact Email	Admin Fee Contact Email	dknox@wtcox.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8005719554
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Debra Knox
22	Purchase Order Contact Email	Purchase Order Contact Email	dknox@wtcox.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8005719554
24	Company Website	Company Website (Format - www.company.com)	http://www.wtcox.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	561352557
26	Primary Address	Primary Address	201 Village Road
27	Primary Address City	Primary Address City	Shallotte
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	NC
29	Primary Address Zip	Primary Address Zip	28470
30	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.)	Magazine, Newspaper, Journal, Publication, Serial
31	Yes - No	Most of our members receive Federal Government grants 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 are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	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?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Shallotte

34	Company Residence (State)	Vendor's principal place of business is in the state of?	NC
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS 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."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	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 RFP document), website, store or shelf pricing? This 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. Must answer with a number between 0% and 100%.	7%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed 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.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? 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.	Yes

43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	45
45	Years Experience	Company years experience in this category?	43
46	Resellers:	<p>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.</p> <p>EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.</p> <p>(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.</p>	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
49	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>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;</p> <p>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;</p> <p>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.</p>	(No Response Required)

- 50 Texas HB 89- Texas Government code §2270 compliance Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES
- The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.
I swear and affirm that the above is true and correct by a "YES" response.
- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ 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, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 Yes
- You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? Yes
- 53 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. Yes
- 54 Regulatory Standing Regulatory Standing explanation of no answer on previous question.

55 Antitrust Certification Statements (Tex.
Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies (No Response Required)
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.

1. By agreeing to the Attribute question #56, 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.

57 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 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 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.

- | | | | |
|----|--|---|------------------------|
| 59 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>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.</p> <p>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.</p> | (No Response Required) |
| 60 | 2 CFR PART 200 Contracts | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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.</p> <p>Does vendor agree?</p> | Yes |
| 61 | 2 CFR PART 200 Termination | <p>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)</p> <p>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.</p> <p>Does vendor agree?</p> | Yes |

62	2 CFR PART 200 Clean Air Act	Yes
63	<p>2 CFR PART 200 Byrd Anti-Lobbying Amendment</p> <p>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 \$150,000 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?</p> <p>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?</p>	Yes
64	<p>2 CFR PART 200 Federal Rule</p> <p>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 \$100,000) 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 \$100,000, 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?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>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."</p> <p>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?</p>	Yes

67	Remedies	<p>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 must 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.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68	Remedies Explanation of No Answer		
69	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards 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.</p> <p>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?</p>	Yes
70	Jurisdiction and Service of Process	<p>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 clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

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?

- | | | | |
|----|---|---|--------------|
| 71 | Alternative Dispute Resolution | Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.
Do you agree to these terms? | Yes, I Agree |
| 72 | Alternative Dispute Resolution Explanation of No Answer | | |
| 73 | 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 |
| 74 | Infringement(s) Explanation of No Answer | | |
| 75 | Acts or Omissions | The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms? | Yes, I Agree |
| 76 | Acts or Omissions Explanation of No Answer | | |
| 77 | 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 |

78 Payment Terms and Funding Out Clause

Payment Terms:

Yes

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?

79 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

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. 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

<p>80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>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.</p> <p>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:</p> <p>(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.</p> <p>I certify that:</p> <p>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.</p> <p>OR</p> <p>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:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>81 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

82	Solicitation Exceptions/Deviations Explanation	<p>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.</p> <p>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.</p> <p>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.</p>	
83	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
84	Agreement Exceptions/Deviations Explanation	<p>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.</p>	
85	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>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.</p>	(No Response Required)

Line Items		
Response Total:		\$0.00

REFERENCES

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	Email	Phone
Lamar University	Trina Nolen	Trina.Nollen@lamar.edu	409-880-8126
Univ of No Texas, Health Science	Leah Hamrick	Leah.Hamrick@unthsc.edu	817-735-2247
San Francisco Public Library	Wen Chin-chen	wchen@sfpl.org	415-557-4326
Clark County Library District	Helen Lam	lamh@LVCCLD.org	702-507-6312
Tulsa Community College	Sheena Perez	mserials@tulsacc.edu	918-595-7175
Cloud County Community College	Jennifer Schroeder	jschroeder@cloud.edu	785-243-1435
System			

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.

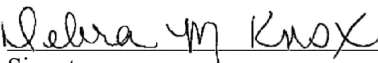
WT Cox Information Services

Debra M. Knox

Name/Address of Organization

Director of Contract Administration

Name/Title of Submitting Official


Signature

11-17-17

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, 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."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Debra M. Knox
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

OR

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

Signature of Authorized Company Official: Debra M Knox

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

171002 Books and Library and Educational Materials
CERTIFICATION BY CORPORATE OFFERER

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

OFFERER: WT Cox Information Services
(Name of Corporation)

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

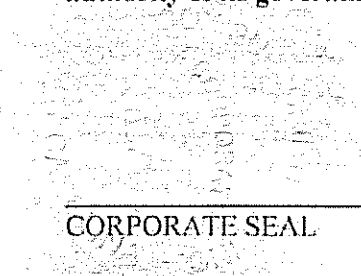
named as OFFERER herein above; that

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 Cox
SIGNATURE

November 17, 2017
DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

☐ YES or NO ☒

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

☐ YES or NO ☐

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.

Company Name WT Cox Information Services

Print name of authorized representative Debra M. Knox

Signature of authorized representative Debra M. Knox

Date 11-17-17

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Debra M. Knox as an authorized representative of

WT Cox Information Services, a contractor/vendor
Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do 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>

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

Debra M. Knox

Signature of Named Authorized Company Representative

11/17/2017

Date

**FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH
YOUR RESPONSE MAY RESULT
IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT
OF SUBMITTED MATERIALS.**

**CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT
REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS
GOVERNMENT CODE, CHAPTER 552**

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.


I **DO NOT** desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material


Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

 **Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

WT Cox Information Services

Name of company expressly waiving confidential status of material

Debra M. Knox, Director of Contract Administration 
Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

201 Village Road Shallotte NC 28470 800-571-9554
Address City State ZIP Phone



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - No
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
 - ☒ Section 1 - Respondent and Requisition Information
 - ☒ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION-1: RESPONDENT AND REQUISITION INFORM

- a. Respondent (Company) Name: WT Cox Information Services State of Texas VID #: 5613525573
Point of Contact: Debra M. Knox Phone #: 800-571-9554 x215
E-mail Address: dknox@wtcox.com Fax #: 877-755-6274
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 171002 Bid Open Date: 11/17/2017

(mm/dd/yyyy)

Enter your company's name here: WT Cox Information ServicesRequisition #: 171002**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
☒ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☐ - No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- ☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☐ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: WT Cox Information ServicesRequisition #: 171002**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)**

- a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: WT Cox Information ServicesRequisition #: 171002**SECTION-3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

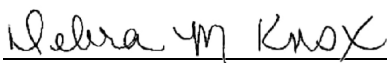
- ☐ - Yes (If *Yes*, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- ☒ - No (If *No*, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

WT Cox Information Services supplies all management and general personnel, equipment and supplies in the performance of proposal requirements detailed in Bid 171002 - Books and Library and Educational Materials.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature

Debra M. Knox

Printed Name

Director, Contracts

Title

11/17/2017Date
(mm/dd/yyyy)**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

Requisition #: 171002

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: _____ Description: _____

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB

[illegible]

Page 1 of 1
(Attachment A)

HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/14

Enter your company's name here: WT Cox Information Services

Requisition #: 171002

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If *Yes*, to continue to SECTION B-4.)

☐ - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: WT Cox Information ServicesRequisition #: 171002

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: _____

State of Texas VID #: _____

Point-of-Contact: _____

Phone #: _____

E-mail Address: _____

Fax #: _____

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____

Phone #: _____

Requisition #: _____

Bid Open Date: _____

(mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,
we must receive your bid response no later than Select on .
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

☐ - Not Applicable

4. Bonding/Insurance Requirements:

☐ - Not Applicable

5. Location to review plans/specifications:

☐ - Not Applicable

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-281821

Date Filed:
11/09/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

WT Cox Information Services
Shallotte, NC United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The Interlocal Purchasing System

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

171002
Books and Library and Educational Materials

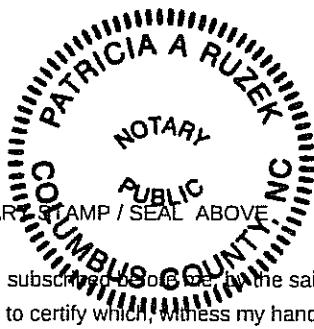
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Debra M Knox

Signature of authorized agent of contracting business entity

Sworn to and subscribed to before me on this the 9th day of Nov, 2017, to certify which, witness my hand and seal of office.

Patricia A. Ruzek

Notary Public

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

My commission expires: APRIL 27th 2018



Executive Summary/Cover letter



CORPORATE OFFICE

Cox Subscriptions, Inc. dba WT Cox Information Services
201 Village Road
Shallotte, NC 28470
<http://www.wtcox.com>
800-571-9554

LOCAL OFFICE

Mike Perrine
816 Bowen Road
Arlington, TX 76012
mperrine@wtcox.com
817-825-9893

Thank you for giving Cox Subscriptions, Inc. dba WT Cox Information Services, the opportunity to provide a response to the above referenced Request for Proposal.

WT Cox has been a trusted provider of periodicals, journals and newspapers for over 40 years. We are a premier full service information partner offering a portfolio of services that include print and electronic subscription access, an online collection management system offered as part of basic service. WT Cox Information Services can play an important role in collection development and management.

Our objectives as a partner to your library are three-fold. First and foremost, we want to save you money. Second, we want to save you time. Last and certainly not least, WT Cox Information Services provides an unparalleled level of service.

Here are some highlights of our services for your review:

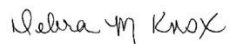
- **Cost Effectiveness** – We supply your subscriptions at the lowest available publisher rate. Attention to your order and on-going needs saves time which translates into dollars.
- **Choices** – We have access to more than 300,000 titles. Our printed catalog lists our 3,000 most popular titles. Please be sure to ask for access to our online catalog. For titles not listed, please call us for access. We are happy to add titles into our system for your review.

- **Customer Service Representative** – You will be assigned a specific representative who will be responsive to your needs. Representatives act as a liaison with the publishers and are known for their friendly, attentive service.
- **Field Representative** – We have sales personnel available to visit you on-site.
- **Replacement Issue Library** – We maintain an extensive library of back issues. Our in-house library is a great resource for missing issues as well as a resource for other periodical claims.
- **Simple Claiming** – Claims may be made in your choice of methods. We accept claims via toll-free telephone, email, fax, regular mail or most easily by CoxNet, our exclusive web-based system.
- **Renewal List** – Your annual renewal list will arrive several months prior to expiration and helps make the renewal process simple and efficient.
- **Electronic Services** – Our electronic services include CoxNet, which provides electronic ordering, claiming, invoicing and a multitude of reports to assist in collection management. We also offer interface with your existing ILS. We have an electronic journal management system called Journal Finder available at an economical cost should you require an EJM system.

We strive to bring a great value to your library and your staff. We will work hard to earn your business year after year.

If you have any questions regarding your service proposal or placing an order with us, please contact our Pricing Department at 800-571-9554, Ext. 205.

Cordially,



Debra M. Knox
Director of Contract Administration



Business Profile



Business Organization

Cox Subscriptions, Inc. doing business as WT Cox Information Services (hereinafter referred to as WT Cox Information Services) is headquartered in coastal North Carolina, and is geographically centered between Wilmington, North Carolina and Myrtle Beach, South Carolina. With sixty full time employees, and seasonal staff during heavy workload periods, WT Cox Information Services 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.

WT Cox Information Services was established in 1974 and formally incorporated in 1982. WT Cox Information Services is privately held and has been under the same ownership since inception offering collection management services since the beginning of company establishment. WT Cox Information Services has no parent company or outside investment firms and is completely US based. WT Cox Information Services will remain under the same careful ownership of Mr. Willard T. Cox, his successors and his staff of professionals with carefully controlled business development. WT Cox Information Services employs a well-experienced and refined group of professionals with a diverse background in business and the library industry.

WT Cox Information Services 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. WT Cox Information Services 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. We adhere strictly to ABC standards of excellence for subscription agents.

With a deep heritage of serials experience from our leadership, WT Cox Information Services is well placed as a full service subscription agency. We currently serving over 20,000 libraries worldwide including nearly 200 community colleges or systems and over 300 academic colleges. 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 the staff of your library to coordinate package deals with publishers, assist in electronic accessing issues and manage serials collections from beginning to end. WT Cox Information Services employs senior

management personnel with extensive expertise in this area from both responsibilities at WT Cox Information Services and prior experience with large agencies. We are well versed in the challenges involving the transfer of renewals from multiple vendors to a single point of management.

WT Cox Information Services offers an unheard level of service and flexibility to assist in transition of service and can tailor our systems to meet your specific requirements and needs.

WT Cox Information Services is a financially sound corporation with a strong management team and long-term, experienced library industry employees. With a successful history in the subscription marketplace of over forty years, we have a solid record of providing excellent service and pricing options.

MANAGEMENT STRUCTURE

WT Cox Information Services is privately held and has been under the same ownership since inception. WT Cox Information Services has no parent company or outside investment firms. WT Cox Information Services will remain under the same careful ownership of Mr. Willard T. Cox, his successors and his staff of professionals with carefully controlled business development. WT Cox Information Services 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 in the United States. We have no franchise or subsidiaries involved in the provision of service to your library system.

Business Information

Cox Subscriptions, Inc. dba WT Cox Information Services
Formerly known as WT Cox Subscription Services (change occurred 2012)
201 Village Road
Shallotte, NC 28470
800-571-9554
<http://www.wtcox.com>

Account Representation/Point of Contact for Bid Response

Debra M. Knox
Director of Contract Administration
WT Cox Information Services
201 Village Road
Shallotte, NC 28470
800-571-9554 Ext. 215
dknox@wtcox.com

Customer Service Representative

Mary Brasfield
Customer Service Team Leader
201 Village Road
Shallotte, NC 28470
mbrasfield@wtcox.com
800-571-9554 X234

Service Center Location

Michael Perrine
815 North Bowen Road
Arlington, TX 76012
817-825-9893
mperrine@wtcox.com

Following are brief biographies of the executive management team acting on behalf of TIPS.

Tim Whisenant, Regional Vice President, Western US. Tim comes to WT Cox Information Services with extensive knowledge and experience in our industry after performing the duties of valued roles such as Regional Sales Manager, Library Relations Manager and Library Services Consultant on the vendor of the library environment. Tim is a degreed librarian with roles in librarianship such as Bibliographic Instruction Coordinator, Serials and Acquisition Librarian and Special Projects Librarian at a number of prestigious institutions.

Mike Perrine, Vice President of Sales and Marketing. Mike graduated from the University of Texas at Arlington in 1994 and immediately began a career with WT Cox. His responsibilities include management of both Eastern and Western Division Sales, project management, transition implementations and providing onsite customer service support and training. Mike has experience working with and providing consultation to all types of libraries, which include: Academic, Corporate, Medical/Special, Government, Public and K-12. As a Vice President of Sales and Marketing, his strong emphasis on customer satisfaction combined with his long-term commitment to learning and studying library needs, has enabled Mike to develop an extensive base of customers and library relationships. He is grateful for the confidence of his clients.

Tom Amann, Controller. Tom graduated with a B.A. in Accounting from Belmont Abbey College, Belmont, NC. Tom has over 35 years in the various accounting positions and industries including his current position with WT Cox Information Services. He is responsible for managing all financial operations of WT Cox. Tom works closely with the members of the executive team to provide reporting, profit analysis and trends. Mr. Amann has extensive experience as an Accountant and Finance Manager and has demonstrated an accomplished background in analysis, budgeting, forecasting and reporting with specialized skills in cost control, project management and internal controls.

Deb Knox, Director of Contract Administration. Deb Knox is a business management graduate and has been with WT Cox for nearly 20 years spanning all departments as manager. Deb brought eighteen years of diverse contract management experience to the organization from both private sector and federal government. She possesses a strong background in administering complex contracts, analyzing specifications and overseeing the organization of technical responsibilities within contract environment, Ms. Knox will be responsible for all matters concerning the terms and conditions of the standard agreement between WT Cox and your organization.

A complete Organizational Chart follows this response.

Organizational Changes

We experienced a name change in June 2012 after 38 years. No other organizational changes have occurred or are expected to occur in the next six (6) months.

Agreement Terminations

We have not had any contracts ended due to noncompliance or performance with the past five years or in our history. Typically when we lose a customer it is during the bid process or through attrition of the library and/or its collection.



Tab C – Experience and Capability



EXPERIENCE

Cox Subscriptions, Inc. doing business as WT Cox Information Services is a premier full service information partner with over 20,000 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.

WT Cox Information Services will service periodical, serials, publishers' series, standing orders and continuing titles (continuations), both domestic and foreign. We offer a full range of print, digital 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, memberships 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. WT Cox Information Services 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. Electronic journal access is provided through our e-Journal Manager *Journal Finder*. WT Cox Information Services 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. 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, easy to use customer interface
- Up to the minute online details about your collection, including bibliographic changes, online access details and order details
- Provision of magazines, journals, newspapers, newsletters, business reports and financial reporting services including print and electronic format
- Provision of continuous, uninterrupted service and all requirements of collection management
- Placement of all orders within ten (10) working days to ensure timely delivery
- Management reports provided at no charge
- Training provided as requested at no additional charge
- Extraordinary customer service provided
- Online tools that allow you to analyze your serials collections, expenditures, management information and subject coverage
- Customized reports, at no charge, that contain the data points you specify
- Downloadable MARC records are available for your collection

CLIENT BASE

WT Cox Information Services is considered a small business by federal standards. We have been in business since 1974, formally incorporated in 1982 and are completely US based with no outside investment firms. We provide service to 20,000 libraries across all market segments and are adequately staffed to handle all customers. During peak ordering seasons, experienced part time staff is brought in to prevent any slowdown of processing. We employ 60 full time industry professionals year around.

VACATION/ABSENCES

WT Cox Information Services is fully staffed at all times throughout the year. Each customer is provided with a customer service team leader, a main customer service representative and a team of administrative support personnel working in the background. There is never a lack of coverage in that all emails and phones are monitored by the same team regardless to who may be absent.

FINANCIAL CAPABILITIES

WT Cox Information Services is a financially sound small, privately held business. Financial statements are along with a bank letter of credit are included in this response and are considered confidential.

CLIENT REFERENCES

All references provided are currently receiving services that align themselves with the Statement of Work detailed in this RFP.

For each of these long-term customers, WT Cox Information Services provides all personnel, facilities, equipment, supplies, software and appropriate interface for the placement of and ongoing management of new and renewal subscriptions to single and multiple addresses for domestic and foreign serials published in print and electronic format.

WT Cox Information Services pre-pays all library orders to guarantee delivery. We act as a liaison to publishers on behalf of the ordering library and ensure timely and complete delivery of all ordered subscriptions. We place orders quickly, efficiently and accurately and then provide collection management services to each library.

Hillsborough Community College
1602 North 15th Street
Tampa, FL 33605
Andrea Dufault
813-259-6058

Santa Fe Community College
3000 NW 83rd Street
Gaines, FL 32606
Trenita White
352-395-5771
Trenita.white@sfcollege.edu

Cape Fear Community College
411 North Front Street
Wilmington, NC 28401
Tonya Minor
910-362-7000
tminor@cfcc.edu

Pitt County Community College
PO Drawer 7007
Greenville, NC 27835
Stephanie Bowers
252-493-7350
sbowers@email.pittcc.edu

Cloud County Community College System
2221 Campus Drive
Concordia, Kansas 66901
Jennifer Schroeder
785-243-1435
jschroeder@cloud.edu

LITIGATION MATTERS

There are no past or pending litigation or claims filed against our company. Cox Subscriptions is not currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity.

CURRENT SERVICE COMMITMENTS

WT Cox Information Services 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. We are fully and adequately staffed with carefully controlled business growth based on needs and requirements of our customer base which now numbers approximately 20,000.

We are dedicated to the quality policy that will ensure that its products and services fully meet the requirements of our customers at all times. The goal of WT Cox Information Services is to achieve a high level of customer satisfaction. Commitment to the implementation of supporting managerial and business operational systems is essential to realizing that goal.

WT Cox Information Services believes in the concept of client and supplier working together in pursuit of this policy and in continually striving for improvements in service quality.

This quality policy is based on three fundamental principles:

1. Ensuring that we fully identify and conform to the needs of the customers.
2. Looking at our service provision processes, identifying the potential for errors and taking the necessary action to eliminate them.
3. Ensuring that our employees understand how to do their job and doing it right.



Tab D – Project Understanding and Methodology



ORDERING PROCESS

Subscriptions shall be ordered by the Vendor as instructed, except as modified by publishers' policies, non-availability, or other uncontrollable restrictions. Such restrictions shall be reported on invoices to the Libraries.

A common expiration date shall be established for all subscription, except when not possible due to publisher restrictions.

Orders and payments to publishers shall be released to publishers at least 45 days before the ordered starting date for new subscriptions or before the expiration date of renewal subscriptions. We ask that Library sends orders at least 60 days in advance of the requested start date.

Additional orders shall be accepted throughout the services year. These orders shall be merged automatically into the next year's main invoice so that all titles will be listed in a single updated list and to maintain the integrity of Library list as prescribed units.

WT Cox Information Services accepts new orders at any time during the year. It is preferred that at least 60 days be given before start of subscription term for adequate processing to ensure continuous service. In subsequent years, WT Cox Information Services issues renewals six months in advance of order date. Annual renewals should be annotated with changes and returned preferably within 60 days of requested renewal date. All orders are placed before invoicing of Library.

WT Cox Information Services places orders, at a minimum, once a week. Rush orders are placed immediately with a careful attention of expiration dates. Orders are placed electronically where permissible to reduce the time necessary to process at publisher point of order. WT Cox Information Services will cause orders to begin at expiration of current subscription periods to ensure that your library pays for entitlement only once. Transition services are provided at no charge.

Orders and renewals will include, but not be limited to, all regular subscriptions and also the following subcategories:

All indexes, supplementary numbers, and added volumes; in the same matter as the 'parent' subscription. If a supplementary item is not included, we will notify the Library and offer alternatives for the supplementary item order.

Not included in the Basic Subscription Price: WT Cox Information Services will provide all materials published within a given subscription year or term of subscription. All indices, supplementary numbers

and added volumes, which are included as part of a basic subscription, will be supplied to ordering agency automatically. Additional items that are not included in the basic subscription price will be made available to the library/ordering agency by special order and provided at publisher's list price plus previously negotiated firm fixed service charge. No additional handling charges shall be incurred with the exception of any shipping or handling charges levied by publisher.

No Charge Materials. Annual or miscellaneous indexes, title pages, table of contents or other materials normally supplied by publisher as part of basic subscription package without charge will be supplied automatically to library through WT Cox Information Services at no additional charge. No additional handling fees or supplemental charges will be incurred by ordering agency.

WT. Cox Subscriptions is fully staffed with title information specialists and stands ready to work closely with the Library to manage contracts and publisher package contracts specific to this collection. WT Cox Information Services 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 Title Information and is updated based on consortia deals and publisher direction. Additionally one of our senior staff members is fully versed in the negotiation and preparation of package deals. WT Cox Information Services 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 school district customer service teams are available to ensure a smooth process.

Orders and renewals are accepted at any time. There are no minimum orders with the exception of certain classroom instructional materials.

WT Cox Information Services accepts purchase orders and/or renewal orders at any time. They may be transmitted via email, mail, telephone, fax or any other method library deems satisfactory.

You will automatically be provided with a renewal list approximately six months prior to expiration in print. You may also obtain your renewal electronically at any time on CoxNet, our online management tool. This renewal list contains information such as prices and start dates to help you evaluate your order for the next year.

Orders and renewals contain, at a minimum, the following:

- Complete Bill To and Ship To address
- Title
- Applicable ISSNs
- Quantity
- Price
- Subscription period
- Library Purchase Order Number

- Library Budget Code
- Subscription Status: i.e., new, renewal, bill later
- Publisher/Reference/Customer Number
- Frequency
- Bibliographic status such as title change, mergers, discontinuations
- Vendor's subscription ID number
- Any titles that may not be due for renewal but that are on record for Library
- Titles that may be standing orders, bill laterers or supplemental invoice

BACK ISSUES

WT Cox Information Services 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, if necessary are issued on an item by item basis and subject to library approval.

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. WT Cox Information Services 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.

NO CHARGE MATERIALS

Libraries 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, Libraries shall be notified and provided with order information.

SPECIAL PRICING

WT Cox Information Services honors established discounted pricing offered by publishers to Library. The discovery process occurs during transition phase of contract award and is noted in customer profile. WT Cox Information Services will pay publisher invoices on behalf of TIPS members.

SUPPLEMENTAL MATERIALS

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

ADDITION OF MISSING TITLES

WT Cox Information Services 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, WT Cox Information Services' in-house Title Information Department will secure information and make publication available to ordering library. If publication is not available via agencies, TIPS member user shall be notified within 3 business days.

ORDER PAYMENT

All orders are prepaid to guarantee delivery. WT Cox Information Services 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.

PROCESS CHANGES

WT Cox Information Services 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.

DUPLICATE ISSUES

WT Cox Information Services 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.

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.

WT Cox Information Services 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; or if replacement copy is unavailable. 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 TIPS member library if issuance occurs after order placement. Credit memos shall be included as part of TIPS member libraries' Monthly Summary.

WT Cox Information Services accepts claims via our web-based customer interface CoxNet detailed elsewhere in this response, via ILS, email, phone, fax or email. The online claim system communicates in real time and is the preferred method of claiming.

Claims are issued daily and are set up in three cycles at eight week intervals in cases where claim is not resolved in the first filing. Claims are transmitted electronically directly to publisher. Escalation procedures are put in place if no resolution has occurred. In situations where immediate action is required such as delayed newspaper delivery or electronic access issues, escalation program is set into place immediately and customer service team leaders assign priority claim resolution to fully staffed clerical teams.

Depending on the specific situation Library may be notified by email or customer service phone call as in cases of electronic resource access. All action taken on behalf of Library will be displayed and available for view on CoxNet, our interactive web-based customer interface.

Information is displayed within title database comments and is available for review at all times. Customer service representatives will also detail claim interval information as needed. Additionally, all documents provided by WT Cox Information Services display pertinent bibliographic information.

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

Your WT Cox Information Services 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.

Customer service representatives communicate with the publisher in a variety of ways. Primarily, 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.

WT Cox Information Services 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.

Online access issues are given top priority and are considered emergency issues. Customer service personnel will place a phone call to publisher service center and take immediate action to regain access for online journals.

In the event that electronic access is ever interrupted, WT Cox Information Services will work closely with publisher to determine compensation for loss of electronic access. In general, either a credit will be issued or terms of access will be extended. Our goal is meet the needs and specifications of the Library for remedies and solutions. Publishers notify our title information department so records can be updated. Records are available in CoxNet in real time.

WT Cox Information Services has a “rush” procedure in place for online access issues. Online access issues are resolved on the same day whenever possible and based on publisher responsiveness. Electronic access issues are given a high priority. Swift and decisive action is taken. Our customer service representatives and their clerical support teams have authority to take definitive action with publishers on your behalf.

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.

All monies refunded by publishers will be refunded in full to libraries in cases where no replacement options are offered. In cases where titles have been discontinued and the option is offered by publisher, WT Cox Information Services will offer substitute materials for unexpired portions of subscriptions during remaining term of subscription upon approval. WT Cox Information Services will provide written evidence of attempts to secure refunds from publishers on behalf of libraries when titles have been cancelled upon request in a timely fashion, based on publisher restriction. Libraries may receive refund as an actual reimbursement of funds via check or by accepting credit issued by WT Cox Information Services.

WT Cox Information Services will be responsible for notifying publishers when changes of address occur but under no circumstances beyond five (5) days of notification by the library.

Memberships that include publications as part of membership entitlement are listed on initial title lists, renewals and invoices and will include information regarding associated publications such as frequency

and quantity. Special membership benefits information is included as well. This information is displayed as part of bibliographic information and will be provided as a written summary as requested.

WT Cox Information Services will provide sample copies when requested by library dependent on publisher restrictions. While publishers generally cooperate with requests for sample issues, not all publishers will provide samples. This is particularly true of journal publishers. When and where possible, WT Cox Information Services will provide sample issues directly from our Replacement Issue Library in these cases. WT Cox Information Services will also purchase sample copies if directed to do so. WT Cox Information Services will also provide information on new titles when requested.

WT Cox Information Services will acquire back issues dependent on publisher allowances. Consumer titles may not be available based on publisher supply. In that case, WT Cox Information Services will attempt to provide requested back issues directly from our Replacement Issue Library. Every administrative remedy will be exhausted when publisher cannot supply back issue.

Customer service final plan is contingent on nature of problem and reasoning for lack of response by publisher. Customer service management will escalate communication up the publisher's management chain for responses. Every administrative remedy will be exhausted in the pursuit of a suitable resolution.

WT Cox Information Services shall supply missing issues at no charge when claims have been filed within publisher's stated time limits.

A report of claims filed is available at any time via CoxNet. Printed reports shall be available on demand and as requested. An annual report summarizing claims and history of resolution or lack thereof shall be provided and is available on demand.

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.

WT Cox Information Services 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 remedies are utilized to secure missing issues from a variety of sources.

Cancellations are accepted at any time of the year. Ability to cancel is based solely on publisher policy. When cancellation time has been exceeded, .i.e., publisher refuses to cancel, WT Cox Information Services will re-direct publication to Replacement Issue Library. WT Cox Information Services will cancel

titles effective with the requested end date unless restricted by publisher policy. Cancelled titles are automatically deleted from next main renewal issued.

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 publisher even when cancellation and refund is contrary to publisher's stated policy. Billing errors and inaccurate orders become the sole responsibility of WT Cox Information Services.

Representatives are available via toll-free phone lines and facsimile lines. Email contact can be made 24/7. Claims filing is also available via our database management system detailed below. This value-added benefit is also available 24/7.

Our online system is as follows:

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.

RSS Feeds For Notifications

CoxNet allows a user to receive their Notifications via an RSS Feed. The Notifications will still be sent to CoxNet even if you select the RSS feed option.

Selecting the link will allow you to specify the method you wish to subscribe to this feed. (This will vary with your browser of choice). Most browsers do allow you to send the feed to your email account/client.

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.

Our system is proprietary and confidential for customer use only. A live demonstration can be provided on request to the evaluating team.

DELIVERY OF GOODS

All publications are drop shipped directly from publisher to library. We are unable to provide verification directly but all publications are sent via US postal service. We have no items that are classified as special orders although we do offer rush service where possible for replacement issues. We have provided long term customers to be contacted as references who will verify our commitment to excellent customer service and on time delivery.

RETURN POLICY, INCORRECT ORDERS, INVOICE DISCREPANCY AND PROBLEM RESOLUTION

CANCELLATION/RETURN POLICY

Due to the nature of subscriptions provision, our return policy is a cancellation policy.

Our cancellation policy is as follows:

WT Cox Information Services 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.

WT Cox Information Services will credit your account with the amount equal to the return of monies by the publisher less the cancellation processing fee. The cancellation fee is 10% of the amount paid with a minimum of \$10. Credits can be applied to outstanding invoices or refunded when the invoice is paid in full. You would make your request directly to your customer service representative. Credits expire one year from date of issue.

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 WT Cox Information Services.

INVOICE DISCREPANCIES

Please contact your customer service representative for invoice discrepancies. They are responsible to you and available for your benefit to resolve all problems and issues.

PROBLEM RESOLUTION

WT Cox Information Services accepts claims via our web-based customer interface CoxNet detailed elsewhere in this response, via ILS, email, phone, fax or email. The online claim system communicates in real time and is the preferred method of claiming.

Claims are issued daily and are set up in three cycles at eight week intervals in cases where claim is not resolved in the first filing. Claims are transmitted electronically directly to publisher. Escalation procedures are put in place if no resolution has occurred. In situations where immediate action is required such as delayed newspaper delivery or electronic access issues, escalation program is set into place immediately and customer service team leaders assign priority claim resolution to fully staffed clerical teams.

Depending on the specific situation Library may be notified by email or customer service phone call as in cases of electronic resource access. All action taken on behalf of Library will be displayed and available for view on CoxNet, our interactive web-based customer interface.

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Your WT Cox Information Services 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.

Customer service representatives communicate with the publisher in a variety of ways. Primarily, 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.

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WT Cox Information Services will be responsible for notifying publishers when changes of address occur but under no circumstances beyond five (5) days of notification by the library.

Memberships that include publications as part of membership entitlement are listed on initial title lists, renewals and invoices and will include information regarding associated publications such as frequency and quantity. Special membership benefits information is included as well. This information is displayed as part of bibliographic information and will be provided as a written summary as requested.

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Customer service final plan is contingent on nature of problem and reasoning for lack of response by publisher. Customer service management will escalate communication up the publisher's management chain for responses. Every administrative remedy will be exhausted in the pursuit of a suitable resolution.

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Cancellations are accepted at any time of the year. Ability to cancel is based solely on publisher policy. When cancellation time has been exceeded, .i.e., publisher refuses to cancel, WT Cox Subscription will re-direct publication to Replacement Issue Library. WT Cox Information Services will cancel titles effective with the requested end date unless restricted by publisher policy. Cancelled titles are automatically deleted from next main renewal issued.

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 publisher even when cancellation and refund is contrary to publisher's stated policy. Billing errors and inaccurate orders become the sole responsibility of WT Cox Information Services.

Representatives are available via toll-free phone lines and facsimile lines. Email contact can be made 24/7. Claims filing is also available via our database management system detailed below. This value-added benefit is also available 24/7.

EXCEPTIONS

WT Cox Information Services takes no exceptions.

COLLEGE RESPONSIBILITIES

WT Cox Information Services 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.

TRANSITION SERVICES

A complete suite of account services is offered to the Library at no charge during the transition phase of contract award. Customer service support is always available for your service needs. Vendor transfer is accomplished per industry standard of publisher notification and payment of orders under our agency. Onsite visits are always available as well as predetermined and regularly scheduled sales staff visits. Transition services are detailed below.

Our transition team will begin to work with your collection immediately upon contract award. WT Cox Information Services offers an unheard of level of service and flexibility to assist in transition of service. Our transition team can work both on and off site to ensure a smooth changeover to WT Cox Information Services. WT Cox Information Services has two degreed librarians on staff with knowledge and experience in all aspects of librarianship. They understand the daily procedures and concerns of library clients and can communicate with them as colleagues. As degreed librarians, they know and help internal staff to understand how the library functions and understands the political aspects that affect the library's working environment, including funding, staffing, and collection development and how those issues affect their approach to serials and e-resources. We can assess the library's current situation and provide support and assistance as needed with WT Cox Information Services' services and products. Our team works closely with the library in the transition of their account, gathering client data and ensuring the account structure is appropriate for their needs. We can also provide assistance with electronic claiming and invoicing.

WT Cox Information Services provides conversion services as detailed below:

Immediately upon contract award, the discovery process will begin to ensure that titles required are included. Communication will be ongoing between production personnel and transition team personnel to ensure accuracy.

During transition, expire dates will become part of discovery process. A transition renewal list will be developed for review.

Provided below is our step by step transition procedure for your review. Steps may be expanded or discarded based on your specific needs and requirements.

➤ **Quote Process**

- Sales completes the quote submission form and sends it to the Sales Coordinator.
- Sales ensures the required title list is sent to the Sales Coordinator.
- Sales Coordinator enters the headers into the system and creates a blank quote.
- Sales Coordinator sets the priority level and due date and sends the title list to the Production department.
- Production department prices the title list.
- Production department notifies the Sales Coordinator that the quote is finished.
- Sales Coordinator discusses the service charge/discount with the Sales department.
- Sales Coordinator applies the service charge/discount to the quote in the system.
- Sales Coordinator returns the quote to the Sales department to send to the customer.
- Quote accepted
- Sales sends accepted quote title list to Customer Service.

➤ **Account Set-Up**

- Production/Sales Coordinator notifies the Manager of Customer Service of a new client, Organization Name & Customer Name.
- Manager of Customer Service assigns an Organization number and Customer number and a Customer Service Representative.
- Manager of Customer Service sends the new customer a welcome packet including the name and contact data of the assigned Customer Service Representative.
- Customer Service Representative sets up a CoxNet account.
- Customer Service notifies transition coordinator of new client. Once commitment is signed, Customer Service takes over new customer to complete the transition.
- Transition coordinator sends Customer Profile to client.
- Transition coordinator schedules & conducts site visit, if warranted, to determine account structure for major account.
- **Client completes profile sheet and returns.**
- Sales Coordinator enters profile data into internal system.
- If desirable, the Manager of Customer Service will schedule an **account review meeting/teleconference** to be held within 10 days of the account being accepted
- Account review meeting will include (but not be limited to) the Manager of Customer Service, assigned Customer Service Representative, the Transition Coordinator, and account Sales Representative.
- Customer Service facilitates revisions to the title list, including packages.

➤ **Order Process**

- Customer Service sends title list to Production department for orders.
- Transition Coordinator or Customer Service submits order/invoice instructions to client file. (Based on EDI needs.)

- Client submits ILS numbers and/or fund codes and Customer Service or Transition Coordinator submits to Orders.
 - Client submits E-package title list.
 - Transition Coordinator or Customer Service sends E-Package title list to Titles to obtain/confirm publisher pricing.
 - Titles send confirmed E-Package title list/pricing to be ordered.
 - Order is finalized and keyed into system.
 - Transition Coordinator or Sales Representative is notified by Production that the order is finished.
 - Order Summary is sent to client for approval.
 - Client approves final order and the order is released.
- **EDI Invoicing**
- Transition Coordinator completes EDI Setup Form for invoicing and sends it to IT.
 - IT sends client EDI data to Transition Coordinator.
 - Transition Coordinator sends client EDI data (username/password) to client.
 - Libraries may choose to download EDI invoices from CoxNet instead of using FTP. They must still be set up by IT as an EDI client.
 - Conduct invoice test – if possible, if there is a small invoice prior to main fall invoice.
 - Set up as live EDI invoicing account.
- **Invoice for Completed Order**
- Invoice client for completed order. WT Cox Information Services acknowledges that your invoice process requires special handling and will provide details of process once determined
- **EDI Claiming**
- Transition Coordinator plans bar code project.
 - Transition coordinator submits bar code production request form.
 - Schedule and conduct bar code project.
 - Transition Coordinator completes EDI Setup Form for claiming and sends it to IT.
 - IT sends client EDI data to Transition Coordinator.
 - Transition Coordinator sends client EDI data (username/password) to client
 - Ill clients may choose to send claims via email instead of FTP. They must still be set up by IT as an EDI client.
 - Conduct a claiming test.
 - Notify client of successful test and set up as live EDI claiming account.

NOTE: This Implementation Schedule may be adjusted based on contract award date, order and invoice needs for timely delivery. **Highlighted items indicate client interaction for your information.**

In addition to the Transition Team, your Regional Director of Sales and Senior Management will be available for on-site visits on demand but no less than annually. WT Cox Information Services will provide access to the transition team throughout the entire process before, during and after the order. The team is managed by a degreed librarian.

WT Cox Information Services assumes all responsibilities associated with transitioning current order through present vendor by contacting publishers and prepayment of orders to guarantee delivery. Your initial order shall be placed as a result of thorough evaluation by sales management, transition team and communication between library staff and WT Cox Information Services production and transition teams. Our goal is to ensure a smooth transition and continuous service.

Once the transition is complete, WT Cox Information Services will focus on the specialized customer service needs as required by unique libraries.

LIMITATIONS TO SERVICES

WT Cox Information Services has no limitations to service based on the Statement of Work provided.

TECHNOLOGY AND REPORT CAPABILITIES

Our online system CoxNet is detailed elsewhere in this response and requires no specialized hardware and software for use. Our system is completely web-based.

MANAGEMENT REPORTS

Management reports are provided at no charge and in a variety of formats as detailed below. Collection assessment reports are provided at no additional charge, on request and shall be presented in format desired by Library with Library specific data points.

WT Cox Information Services 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 either or any format. Reports will be made available on CD ROM, spreadsheet or software programs commonly available as part of standard office operations. WT Cox Information Services will provide access to data and programs necessary for report production. General reports detailing your specific collection are available for download via CoxNet, our online customer interface.

WT Cox Information Services, 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.

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 and service charge levied.

Consolidated Reports. WT Cox Information Services acknowledges that library administration may consider the monitoring of deliverables. As part of basic service in this endeavor, WT Cox Information Services will supply the following cumulative reports:

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

Report of Correspondence. Copies of letters outside of routine correspondence for approval before distribution to contract users.

Report of Annual Renewal Materials. Copies of materials distributed to contract users will be provided for approval.

Semi-Annual Report. Report issued in February and August detailing ship-to addresses, contact telephone numbers, number of titles ordered per Station and cumulative dollar value of orders.

Forecast of Pricing. A report detailing economic factors affecting coming year prices, i.e., publisher price increases.

Customized management reports are available on demand and at no charge to Library as part of basic service.

ADDITIONAL SERVICES

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.

Coxnet allows view of permanent archival access, perpetual rights information, and coverage data for all titles regardless of source. This view is available at the publisher, title and rate level within your collection. 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.

EDI SERVICES

WT Cox Information Services keeps current with the ILS vendor specifications and support all versions of EDI software. WT Cox Information Services offers migration assistance during the transition phase of start-up. Details of all services are provided in the transition section of this response.

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 ILS. This is an example only of how EDI functionality works through WT Cox Information Services.

EDI Functions Client Overview

Electronic Claiming. Electronic claiming allows you to generate claims through your ILS and then send them via FTP to WT Cox, 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 WT Cox 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 WT Cox 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, WT Cox will send you the FTP address and ID numbers. The client will need to send WT Cox a test file of 3-5 claims. As test claims, they will not be sent to the publisher. WT Cox will notify you when the test has been completed successfully and you may begin claiming on a regular basis.

- WT Cox offers the option to have an automatic confirmation sent when they receive electronic claims. To receive confirmations, the client must provide W.T. Cox 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 WT Cox system. The client must supply WT Cox 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 WT Cox system.

BEST PRACTICE

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.

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 Executive Officers 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:

- Identify critical work process and customer requirements
- Identify critical results desired and align them with customer requirements
- Evaluate measurements for the critical work processes and critical results
- 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.

Customer service workloads are examined every six months to ensure that no one customer service team is overburdened based on claim intensity and amount. As necessary additional team members are added to guarantee that level of service is not diminished.

OPERATING PHILOSOPHY

Our guiding philosophy strongly emphasizes internal collaboration and mutual respect for each other and our customers. We operate under the following basic understanding:

- We believe we are the best at what we do.
- We believe in the importance of the details.
- We believe in the importance of our people.

- We believe in superior quality and service.
- We believe in innovation and support of innovation.
- We believe in understanding the needs of our employees and our customers.
- We believe in forming relationships with publishers and customers.
- We believe in taking action and following through.
- We believe in involving our employees in our success.
- We believe in collaborating growth and development by embracing ideas.
- Finally, we believe in accountability for the actions of our employees and our leadership.

Our philosophy is simply this....put the right people in the right positions, give them authority to be problem solvers and always put the customer first.

MISSION STATEMENT

WT Cox Information Services shall provide customer service that exceeds all expectations.

GOALS

WT Cox Information Services recognizes that the fast-paced and every-changing world of print and electronic subscriptions provides a significant challenge for both libraries and serials vendors. We are dedicated to staying at the forefront of these changes by adapting our processes, procedures and technology systems to meet the needs of our customers. Our systems are being enhanced on a daily basis to meet the demands of the changing landscape.

Our primarily goal is, and has always been, service to the customers' satisfaction. Every individual in our organization is empowered to provide solutions.

Our company dedicates itself to being a well-known and well-respected resource to libraries.

ETHICAL STANDARDS

The management of WT Cox Information Services holds itself and its employees to the high standards invoked by our governing association.

WT Cox Information Services is a member of the Association of Subscription Agents. We embrace and uphold the ethical standards invoked by our membership association in all things.

We exist to deliver the highest standards of service to libraries and publishers. The Association fosters and we wholeheartedly utilize the use of a 'best practice' approach to customer and publisher service. We are committed to upholding standards of excellence, integrity and service innovation in the management of subscriptions.

The aims and objectives of our organization and that of our membership organization are as follows:

1. To Uphold Best Practice

To set and maintain the highest standards of service throughout the scholarly and professional information supply chain.

2. To Protect Members' Interests

As advocates for our customers and publisher partner interests, the ASA monitors and informs us of actions of importance to us all by:

- Taking action when intermediaries' and their customers' interests are threatened
- Working to resolve industry issues (e.g. early pricing, gracing periods)
- Contributing to the development of relevant industry standards (e.g. EDI, usage data, licensing, ISSN etc.)
- Seeking to eradicate subscription fraud

3. To Provide Quality Assurance

Agents and intermediaries join the ASA only by unanimous consent of the Executive Committee, in consultation with the wider membership. All members must sign up to and uphold the [ASA Guidelines](#). Membership of the ASA therefore acts as a 'seal of approval' assuring publishers and libraries of our commitment to quality, integrity and the highest standards of service.

4. To Collaborate

We work with other industry groups in a variety of ways, for example:

- Lobbying on industry issues (e.g. with The Frankfurt Group)
- Participating on standards committees (e.g. ICEDIS, EdItEUR, COUNTER etc.)
- Collaborating with other professional organisations (e.g. UKSG, ALPSP, SSP, NASIG, STM etc.)

5. To Be Inclusive

We involve as many publishers, librarians, sales agents, technology intermediaries and e-book specialists as we can in our work to ensure industry issues are discussed, our members' interests are served and any problems are resolved.

6. To Enhance Understanding

WT Cox Information Services and other partners served by the ASA seek to improve understanding between all parties involved in the scholarly and professional information supply chain, in particular between publishers and libraries.

7. To Encourage Competition

We remain, at all times respectful of the healthy competition which exists amongst information partners.

CULTURE

Our company culture is one of family. We are a small, dynamic family owned business under the same leadership since 1974. Our employees are long term and dedicated to our mission. All of our employees are treated with respect. Team members at all levels are given the authority and responsibility to provide the best customer service available. Everyone shares in the trials and tribulations in this current economy. We have never had a reduction in staff and pride ourselves on working together for positive solutions to everyday problems. Our growth is carefully controlled with an eye to retaining well-trained and knowledgeable employees in the industry. From executive level management to professional clerical support, each employee participates in the growth and development of our company with pride.



TAB E – OTHER RELEVANT FACTS



DATABASE ACCESS

All customers are provided with access to our database for collection management information to include, but not necessarily be limited to, the following:

Complete bibliographic information by title, ISSN, publisher, price, frequency and various other information necessary for order placement.

Complete bibliographic information for current active collection.

Complete subscription information by subscriber's unique account number for all current, active orders.

Current publication necessary for claiming.

Technical support when and where required as well as 24/7 access as required.

WT Cox Information Services shall provide management reports on demand, but no less than four (4) times annually, in electronic format consistent with standard Microsoft software. Management reports shall be provided in both print and electronic formats and issued in groups as required for all publications, both foreign and domestic. Reports shall include but not be limited to:

- a. Orders
- b. Renewals
- c. Cancellations
- d. Price history (historical price analysis)
- e. Price projections (estimated pricing)
- f. Domestic serial subscriptions
- g. International serial subscriptions
- h. Title change report

ORDERING SUPPORT SERVICES

In support of the basic ordering and renewal agreement, WT Cox Information Services shall perform the following services and provide productions as described below.

Initializing Subscriptions Service. On contract award, the subscription renewal/order list will be formatted by WT Cox Information Services for review by the Library. Library reserves right to waive option.

Initial Title List TIPS member library will forward to WT Cox Information Services a complete list of subscription titles to be ordered or renewed. WT Cox Information Services will organize title list into

format of an annual renewal list six (6) months prior to the renewal of the subscription as specified under “Minimum Information”. Three (3) copies of list shall be provided to the Library with pricing displayed in US currency and currency equivalency.

Confirmation List. Library shall review list, annotate with changes and return to WT Cox Information Services We shall reformat list incorporating all changes and produce a final list.

Order Placement. WT Cox Information Services will place renewal order within ten (10) days of receipt of final list or authorization to proceed issued by Contracting Officer, whichever is later.

Subscription Title Lists. WT Cox Information Services will provide a renewal list as described below in both paper and electronic format. Library may choose either or both formats.

Electronic Format. Copies of renewal lists will be submitted to TIPS member library via electronic format for all agencies by title ordered. Format shall be readable by Library established software standards.

Minimum Information. Renewal lists shall contain the following minimum information:

- Complete “Bill-To” and “Ship-To” address
- Account Numbers
- Title
- ISSN
- Quantity (number of copies per title and total number of subscriptions)
- Subscription period covered by title order
- New, renewal, subscription added or transferred
- Price (current publisher list price known in USD)
- Service charge (if any)
- Title frequency
- Bibliographic Status

Ongoing Subscription Services. Subscription support services will include all renewal listings and items ordered throughout the year. It is understood that subscription order requests will be submitted by the Library’s authorized buyer and forwarded to WT Cox Information Services for placement with the publisher for subscription period indicated, subject to the terms of contract agreement. Ongoing subscription services will include, at a minimum, the following:

- New subscriptions
- Renewals
- Late renewals
- Back issues
- Added copy subscriptions
- Special orders
- Memberships
- Claiming

Order Information Required. Each completed order will contain the following information:

- “Bill-To” and “Ship-To” addresses

Account number chargeable (unique to each library branch)
Purchase order number (if applicable)
Title
ISSN
Quantity
Subscription period covered
Type of services, i.e., new, renewal, etc.

Catalog. Our catalog of all titles shall be provided electronically, via the internet, at no charge to TIPS member library. A paper catalog is available of our 3,000 most popular titles. Online title database (catalog) provides, at a minimum, the following information:

Titles
ISSN
Cost
Frequency
Enumeration
Titles changes and cross references
Documented constraints
Online access information

Publishers Prices. WT Cox Information Services can provide, as requested, publisher pricing documentation to verify subscription costs.

Administrative Services

WT Cox Information Services shall provide, at a minimum, the following administrative services:

Personal Representative. TIPS member library shall be provided a senior customer service team leader who will act as your one point of contact. The assigned representative is fully supported by a clerical team working in the background. Your customer service representative shall be available by phone, fax, email and our exclusive web-based customer interface.

Claims for Missing, Defective, or Mutilated Issues. Your customer service representative shall act as your one point of contact and liaison with publishers. She will assist in obtaining replacement copies of issues that are missing, defective or otherwise deficient from publisher provided that loss is reported within publisher guidelines. Customer service representative will advise TIPS MEMBER LIBRARY of claiming restrictions.

Our customer service representative and her team will handle all claims for any subscription for a minimum of three (3) months after the termination or expiration date of the subscription.

Claim Forms. WT Cox Information Services will supply claim forms as required or requested. We encourage the use of our online system for claiming when possible.

Electronic Claims. WT Cox Information Services offers electronic claim service. We understand and acknowledge that TIPS member library may choose either paper or electronic format. Paper reports of claims issued and resolved is available in paper and electronically. We encourage the use of electronic format where possible as part of our green initiative.

Timeframe. All claims will be placed within five (5) working days after receipt. Rush claims are accepted in all methods provided and are claimed within five (5) working days of receipt. Claimed items shall be delivered directly to library from publisher within six (6) weeks if available. Customer service representative will exhaust all administrative remedies in pursuit of acceptable resolution.

Claim Information. All claims issued to the publisher shall include, at a minimum, the following:

- Title being claimed
- Specific issues needed (claimed)
- Number of the claim (first, second etc.)
- Date of order to publisher
- Subscription period
- Amount paid
- Proof of payment
- Subscriber Ship To

ACCOUNT MANAGEMENT

WT Cox Information Services shall provide best estimates of possible outstanding supplemental costs. It is understood that TIPS MEMBER LIBRARY may request a report of these estimated outstanding supplemental costs prior to the end of the fiscal year. We shall be responsible for ensuring that all orders are completed and invoices issued within the same fiscal year in which the order is placed. Our staff shall work closely with TIPS MEMBER LIBRARY to reconcile all accounts. Foreign and domestic pricing trends shall be reported to TIPS MEMBER LIBRARY annually. WT Cox Information Services shall provide, at library's request, renewal lists which indicate expected inflation and price increase estimates for library's renewal list(s).

Membership Entitlements. WT Cox Information Services will provide a written report that summarizes all publications/materials received through memberships including special benefits. The report shall contain pertinent bibliographic information such as title, frequency and quantity of publications that come as part of membership benefit.

Sample Copies: WT Cox Information Services shall request sample issues of publications upon request of TIPS MEMBER LIBRARY.

Back Issues: WT Cox Information Services will exhaust every administrative remedy to acquire back issues of periodicals for up to two (2) years prior to the date of the current volume. We have relationships with a variety of back issue distributor agents.

Information Bulletins: WT Cox Information Services will provide a bulletin of serials changes at a minimum of quarterly which includes last known information for current active titles. These reports are also available for download from CoxNet as well on demand.

MARC Records. Downloadable MARC records provided for retrospective conversion by library staff.

LIBRARY MANAGEMENT REPORTS

Specifications. WT Cox Information Services shall provide on demand at no additional charge electronic reports containing all or part of the following information as specified by Library:

- Title
- Subscriber/Ship-To Address
- Invoice – Item Number
- Subscription Period
- Quantity
- Frequency
- Price with adjustments and estimates
- ISSN
- Volume

Local information lines: A report capturing stored local information (subject identification, agency assigned number/code, internal fund accounting, etc) in fields which equal a minimum of 100 characters on the report.

Sorting: WT Cox Information Services shall provide the library with a Data Interchange Format (dif) file that will have the capability of sorting, subtotalling, and re-totalling the reports by any of the above mentioned fields of information.

Medium. WT Cox Information Services shall provide reports in both print and electronic formats. TIPS MEMBER LIBRARY may choose method of delivery.

Minimum Required Reports. WT Cox Information Services shall provide the following reports at no cost. Types of reports available are not limited to the following:

DELIVERY POINTS AND BILLING

Delivery of Subscriptions: All print periodicals, serials and newspapers shall be sent directly to the Subscriber as indicated. All price quotations shall be based on the delivered subscription.

Delivery of Invoices, Renewal Lists and Management Reports. The aforementioned documents shall be delivered, unless otherwise requested to both TIPS MEMBER LIBRARY and subscriber indicated.

Invoices shall be sent in number of sets required and include, at a minimum, the following information:

- Complete Bill To and Ship To address
- Title
- Applicable ISSNs
- Quantity
- Subscription period
- Library Purchase Order Number
- Library Budget Code
- Subscription Status: i.e., new, renewal, bill later

Publisher/Reference/Customer Number
Frequency
Bibliographic status
Vendor's subscription ID number

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. Training shall include, at a minimum, ordering, claiming, report creation, cancellations, subscription status discovery and any other processes deemed desirable by TIPS MEMBER LIBRARY staff.

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

RESPONDENT SUPPORT

WT Cox Information Services provides a project manager and transition team for TIPS MEMBER LIBRARY that will provide, at a minimum, the following services to you:

- Problem resolution with a guaranteed response time of 24 to 48 hours.
- Authority to approve and cause implementation of any requested changes to specifications received from TIPS MEMBER LIBRARY.
- Provision of status reports on all required subscriptions.
- Assistance and advice in the development of new serials functionality to reflect the ever changing needs of a large library system such as TIPS MEMBER LIBRARY. These developments are ongoing but WT Cox Information Services is always appreciative of innovative new processes to enhance the collection management needs of customers.
- Detailed in-service training for any and all staff as needed and requested.

WT Cox Information Services project manager shall meet with TIPS MEMBER LIBRARY project manager or designee as needed (quarterly or more or less) to discuss issues and concerns. It is recognized that at least one meeting shall occur at TIPS MEMBER LIBRARY officers. The project manager and transition personnel shall meet with TIPS MEMBER LIBRARY at project onset.

QUALITY ASSURANCE

WT Cox Information Services 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, WT Cox Information Services 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.

HOW WE MEET 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. In the event that titles are not currently included in the database, Cox Subscriptions, Inc.' in-house Title Information Department will secure order details and pricing information and make publication available to ordering library.

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

- Medical publishers;
- Scientific publishers;

- Technical publishers;
- General circulation periodical publishers;
- Trade publishers;
- University presses;
- Societies and Associations, Scientific;
- Societies and Associations, Non-scientific;
- Small Presses;
- Non-paper format publishers;
- Government agencies;
- Quasi-governmental organizations (e.g., United Nations, World Health Organization, etc.)

Cox Subscriptions, Inc. has access to publications provided by more than 9,000 publishers worldwide. Order and service relationships with publishers include, but are not limited to, categories detailed in items (a) through (l) above.

Periodical/subscription subjects shall include, but not be limited to, materials in the listing provided by TIPS MEMBER LIBRARY as well as general interest titles worldwide. We provide magazines, newspapers and journals across all disciplines.

Formats include but are not limited to print, print and electronic combinations, and electronic only publications as well as aggregator databases and specialized publications in all formats.

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. We can provide all publication formats.

HOW WE MEET OR EXCEED THE STATEMENT OF WORK REQUIREMENTS

WT Cox Information Services provides the best customer service in the industry. WT Cox Information Services 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.

Because we are flexible and without all the layers of bureaucracy in some larger agencies, we are able to react quickly to changes desired by our customers. Our employees are empowered to work on your

behalf. Your customer service team reacts quickly to problems and has the knowledge and the authority to act on issues for clear, quick and consistent remedies. We recognize the industry standards embraced by the former Association of Subscription Agents, a worldwide membership agency and constantly evaluate and then update our processes and procedures to reflect current best practice.

WT Cox Information Services recognizes that the fast-paced and ever-changing world of electronic subscriptions provides a significant challenge for both libraries and serials vendors. We are dedicated to staying at the forefront of these changes by adapting our internal systems to meet the needs of our customers. Our newly designed backend system and knowledge base has been specifically structured to capture the additional data elements that are and will be required to support the acquisition, access and management of electronic resources.

Our internal database has also been designed to automatically exchange data between libraries, publishers and hosts to gather the necessary metadata to integrate with our business partners and customers. Our company has dedicated itself to being a resource by becoming partners in the electronic environment and offer electronic journal management solutions that include management modules, license agreement facilitation, usage statistics reports and open access capabilities within our system. Our primary customer portal, CoxNet, has been designed specifically to provide an efficient and effective web interface to manage serials. Enhancements are absorbed into the existing system seamlessly. System errors and downtimes are practically nonexistent thus reducing problems of day-to-day collection management tasks.

Finally, we have enhanced and increased our staff with industry recognized professionals who are both experienced and knowledgeable in the electronic environment. We continue to develop internal systems to accommodate library technology needs. In recognition of major standards being developed for distributing relevant journal data to libraries; WT Cox Information Services is continually developing systems and applications for integration with these varied and ever changing standard formats. WT Cox Information Services has ongoing research and development personnel working towards compatibility with emerging systems.

We have an industry renowned project manager dedicated to standards implementation and development of appropriate standards utilizing emerging technologies at all times. Our systems are being enhanced on a daily basis to meet the demands of the changing landscape. Future enhancements are focused on our customer interface and the ongoing development of these enhancements.

LOOKING TOWARD THE FUTURE

WT Cox Information Services recognizes that the fast-paced and every-changing world of electronic subscriptions provides a significant challenge for both libraries and serials vendors. We are dedicated to staying at the forefront of these changes by adapting our internal systems to meet the needs of our customers.

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Future enhancements are focused on our customer interface and the ongoing development of these enhancements. Enhancements are uploaded automatically as they occur.



ATTACHMENTS