TIPS VENDOR AGREEMENT

Between

W.T. Cox Information Services

and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),

a Department of Texas Education Service Center Region 8 for

RFP 180902 Classroom & Teaching Aids Goods and Services

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 unless otherwise agreed by the parties in writing and by signature and date on the attachment.

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 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 unless otherwise specifically agreed in writing by the parties.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include <u>manufacturer's minimum standard</u> <u>warranty</u> unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

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

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

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

Assignments of Agreements

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

Disclosures

1. Vendor and TIPS affirms that he/she or any authorized employees or agents has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

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- 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 the TIPS program.
- 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 an additional one (1) consecutive year. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.

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.

Shipments

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

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxx or similarly identifying the Agreement. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

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Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer after receiving invoice or in compliance with applicable statute, whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

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

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties. 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 record of all sales that go through the TIPS Agreement and submitting same to TIPS.

Failure to pay the participation fee will result in termination of Agreement and possible legal action. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC Region 8. Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the 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

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to 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. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

TIPS Member Purchasing Procedures

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

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS for an alternative submission schedule).

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 goods or services under the Agreement. TIPS and TIS Members reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

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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. 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 the TIPS Member's or local smoking statutes, codes or policies.

Marketing

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

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Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract 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 unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement.

Survival Clause

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

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing

being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS.

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.

Project Delivery Order Procedures

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

Status of TIPS Members as Related to This Agreement

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

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the Awarded Vendor.

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 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 related to the requesting Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

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Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

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

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

You certify that your company is not listed on and 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

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

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

Insurance Requirements

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

General Liability\$1,000,000 each Occurrence/ AggregateAutomobile Liability\$300,000 Includes owned, hired & non-ownedWorkers' CompensationStatutory limitsUmbrella Liability\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors'

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Special Terms and Conditions

- Agreements: All vendor orders received form TIPS Members 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 a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- Vendor Encouraging Members to bypass TIPS agreement: Encouraging entities to
 purchase directly from the Vendor or through another agreement, when the Member
 has requested using the TIPS cooperative Agreement or price, and thereby bypassing
 the TIPS Agreement is a violation of the terms and conditions of this Agreement and will
 result in removal of the Vendor from the TIPS Program.
- Order Confirmation: All TIPS Member Agreement purchase orders are approved daily by TIPS and sent to vendor. The vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- Vendor custom website for TIPS: If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- <u>Back Ordered Products</u>: If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 3 business days and appropriate action taken based on customer request.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 180902 Classroom & Teaching Aids Goods and Services

Comp	any Name Cox Subscriptions, Inc. dba W.T. Cox Information Services
Addre	ss201 Village Road
City	Shallotte State NC Zip 28470
Phone	800-571-9554 Fax 877-755-6274
	of Authorized Representativedknox@wtcox.com
Name	of Authorized Representative Debra M. Knox
	Director of Contract Administration
	ure of Authorized Representative Debra M Knox Descriptions inc. 03-2001-138-05-05-05-05-05-05-05-05-05-05-05-05-05-
Date_	9/18/2018
TIPS A	uthorized Representative Name Meredith Barton
	Vice-President of Operations
TIPS A	authorized Representative Signature Maredith Barton
Appro	oved by ESC Region 8 Aurd Wayne Fitts
Date	11/14/18

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator Email Phone Fax	Rick Powell General Counsel/Procurement Compliance Officer rick.powell@tips-usa.com (903) 575-2689 x	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686 Kristie Collins, Contracts Compliance	Address Contact Department Building
Bid Number Title Bid Type Issue Date Close Date	180902 Classroom & Teaching Aids Goods and Services RFP 9/6/2018 08:01 AM (CT) 10/19/2018 03:00:00 PM (CT)	Department Building Floor/Room Telephone Fax Email	Specialist	Floor/Room Telephone Fax Email
		Lindii	side was dealers in	
Supplier Inform	nation			
Company Address	W.T. Cox Information Services 201 Village Road	(Cox Subscri	ptions, Inc.)	
Contact Department Building	Shallotte, NC 28470			
Floor/Room Telephone Fax Email	(800) 571-9554 x228 (877) 755-6274			
Submitted Total	10/1/2018 12:44:34 PM (CT) \$0.00			
By submitting	your response, you certify that yo	u are authori	zed to represent and bind	your company.
Signature De	bra M. Knox		Email dknox	@wtcox.com
Cumplion Notes	_			
Supplier Notes We are offering	s g a 9% discount. The link to our c	online catalog	is www.wtcox.com/catalc	gs.cfm .
Bid Notes		_		
Bid Activities				
Bid Messages				

	d Attributes ease review the following and respond	where necessary	
:	Name	Note	Response
	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
	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
	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
	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.)	W.T. Cox Information Services is a premier full service information partner with nearly 30,000 customers throughout the United States and domestic territories worldwide. We offer a portfolio of services that include print and electronic subscriptions access, publisher package management, and personal customer service specialists as well as an impressiv reputation for being very flexible a easy to work with as information service partner. We service periodicals, serials, publishers' series, standing orders and continuing titles, both domestic an foreign. We offer a full range of print, digital/PDF delivery, print plu online and online only titles. Basic service will include the acquisition and delivery of all new orders, renewals, late renewals, back issues, transfer renewals, added copy subscriptions, special orders, membership and associated publications. Publications shall include, but not limited to journals periodicals, newspapers, annuals, yearbooks, government publications, microforms,

monographic series, society proceedings and Congresses. Our services also include a complete series of management reports, automated subscription services and online ordering, searching and

			Worldwide Web.
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	
12	Secondary Contact Name	Secondary Contact Name	Karen Cashman
13	Secondary Contact Title	Secondary Contact Title	Customer Service Representative
14	Secondary Contact Email	Secondary Contact Email	kcashman@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.	Dawn Ashton
19	Admin Fee Contact Email	Admin Fee Contact Email	dashton@wtcox.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9107544029
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Deana Ward
22	Purchase Order Contact Email	Purchase Order Contact Email	dward@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)	www.wtcox.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	56-1352557
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:	magazines, periodicals, subscriptions, journals, newspapers

NON-CATEGORY ITEMS. (Limit 500 words) (Format:

claiming capabilities via the

product, paper, construction, manufacturer name, etc.)

		product, paper, construction, manufacturer name, etc.)	
31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Most of our members receive Federal Government grants 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. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and 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:	No
		(A) has its principal place of business in Texas;	
		OR	
		(B) employs at least 500 persons in Texas?	
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	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION	Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. 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? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	9%
36	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)
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes

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

Do you offer additional discounts to TIPS members for

large order quantities or large scope of work?

not be considered.

38 Yes - No

No

Years Experience Company years experience in this category? This is an 44 evaluation criterion worth a maximum of 10 points. See RFP for more information. Does the vendor have resellers that it will name under this No 40 Resellers: contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section. YES Pricing discount percentage are guaranteed for? Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award? Right of Refusal Does the proposing vendor wish to reserve the right not to Yes 42 perform under the awarded agreement with a TIPS member at vendor's discretion? NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies (No Response Required) that. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor: This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 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. CONFLICT OF INTEREST QUESTIONNAIRE -Do you have any CONFLICT OF INTEREST TO REPORT No FORM CIQ - Do you have any CONFLICT OF OR DISCLOSE under this statutory requirement? YES or INTEREST TO REPORT OR DISCLOSE under NO this statutory requirement? If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited thereinyou are required to complete and file with TIPS. 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 There is an optional upload for this form provided if you have a conflict and must file the form. Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the 45 form to this RFP as directed above? Regulatory Standing I certify to TIPS for the proposal attached that my Yes 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.

- 47 Regulatory Standing
- 48 Antitrust Certification Statements (Tex. Government Code § 2155.005)

Regulatory Standing explanation of no answer on previous question.

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

(No Response Required)

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.

Instructions for Certification:

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

50 Suspension or Debarment Certification

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

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 government-wide 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

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

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order

12549.

51 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, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

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

52 2 CFR PART 200 Contract Provisions Explanation Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

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

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

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.

53 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold Yes 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. Does vendor agree?

54 2 CFR PART 200 Termination

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess

of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and

TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree?

(No Response Required)

Vaa

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?

56 2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. Yes 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?

57 2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or Yes 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?

A non-Federal entity that is a state agency or agency of a Yes political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, I HAVE NOT Lobbied per above 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.

previous question.

If you answered "I HAVE lobbied per above to the IF you answered "I HAVE lobbied" per above Attribute #66, (No Response Required) you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

- 61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- Do you ever anticipate the possibility of subcontracting any NO of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.
- ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?
- ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises:
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

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

63 Indemnification

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

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

to these terms?

64 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue

and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution

of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived

under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any

issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a

prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee

equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and

will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if

signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

65 Remedies Explanation of No Answer

66 Choice of Law

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

proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes, I Agree

67 Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any

contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties

irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter

have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in

any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting

from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph

with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to

waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section

may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.

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?

68 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

Yes

- 69 Infringement(s) Explanation of No Answer
- 70 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.

71 Payment Terms and Funding Out Clause

Payment Terms:

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

Funding Out Clause:

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

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

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?

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

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

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

I certify that:

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

OR

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

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

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

SB 807 prohibits construction contracts to have provisions (No Response Required) 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.

Texas Government Code 2270 Verification Form

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 be 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 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 seg. 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 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.

YFS

Logos and other company marks Please upload your company logo to be added to your (No Response Required) individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred Potential uses of company logo: * Your Vendor Profile Page of TIPS website * Potentially on TIPS website scroll bar for Top Performing Vendors * TIPS Quarterly eNewsletter sent to TIPS Members Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing) Solicitation Deviation/Compliance Does the vendor agree with the General Conditions Yes Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General We only extend this offer to other Conditions Standard Terms and Conditions or Item schools districts in TIPS. We prefer Specifications listed in this proposal invitation, all such to bid separately on government, deviations must be listed on this attribute, with complete medical, public library and academic and detailed conditions and information included or accounts. attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation. Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Yes Agreement? Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate form the Vendor We only extend this offer to other Agreement language, all such deviations must be listed on schools districts in TIPS. We prefer this attribute, with complete and detailed conditions and to bid separately on government, information included. TIPS will consider any deviations in medical, public library and academic its proposal award decisions, and TIPS reserves the right accounts. 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.

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question. Select A., B. or C. A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

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

82 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS. If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information. 1. Name of Felon(s) 2. The named person's role in the firm, and 3. Details of Conviction(s).

83 Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".

Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be <7% annually per question

ine 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. <u>DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.</u>

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Dallas ISD	Gay Patrick	gapatrick@dallasisd.org	972-925-2160
Mesquite ISD	Gail Rowden	growden@mesquiteisd.org	972-882-5550
Carrollton-Farmers Branch ISD	Paige Polk	polkp@cfbisd.edu	972-968-4393

CERTIFICATION BY CORPORATE OFFERER

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

OFFERER:	Cox Subscriptions, Inc. dba W.T. Cox Information Services				
	(Name of Corpo	oration)			
Jean Cox I, (Name of C	Corporate Secretary)	certify that I am the Secretary of the Corporation			
named as O	FERER herein above; that				
Debra N	1. Knox				
(Name of pers	on who completed proposal d	ocument)			
who signed th acting as	e foregoing proposal on behalf	of the corporation offerer is the authorized person that is			
Director	of Contract Administration				
(Title/Position	of person signing proposal/of	fer document within the corporation)			
	s governing body, and is withi	ffer was duly signed for and in behalf of said corporation by n the scope of its corporate powers.			

Insert TIPS RFP# 180902

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 (ESC8) 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 Texas Gov't Code or other law(s), you <u>must make a copy</u> 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 receives a Public Information Request.) ESC8 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 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and <u>DO NOT</u> 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 and Title of authorized company officer claiming confidential status of material							
ATTACHED ARE CO PROPOSAL	PPIES OFPA	AGES OF CO	NFIDENTIA	AL MA	TERIAL FR	OM OUR	
Signature			Da	ite			
OR							
If you do not claim any	of your proposal to b	oe confidentia	l, complete	the sec	ction below o	only.	
Express Waiver: I desired contained within our respecting the following TIPS.	e to expressly waive	any claim of over procurement	confidentialing to process (e.	ty as to g. RFP	any and all i	information RFQ, etc.) by	
Debra M. Knox			Dir	ector o	of Contract A	dministration	
Printed Name authorize	d company officer		Title	e of au	thorized con	npany officer	
201 Village Road	Shallotte	NC	28470		800-57	1-9554	
Address	City	State	ZIP		Phone		
Dobra	M Knov Option State	bia N-Grox SCRIPTIONS INC. INC. INC. SUBSCRIPTIONS INC.	_	9/18	8/2018		



BRIEF HISTORY

Cox Subscriptions, Inc. doing business 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 57 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 a privately held small business and has been under the same ownership since company establishment offering premier collection management service. 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 both the business and 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 dozens of separate entities. These include academic campuses, corporate offices, public library systems, school 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. WT Cox Information Services strictly adheres to 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. Currently serving nearly 30,000 libraries worldwide, we take great pride in the reputation we have built as being a high-end service provider. When it comes to quick, efficient, accurate and reliable resolve, libraries have looked to our dependable service for years.

We are fully staffed with a team of professionals available to work in close conjunction with the staff of your library to coordinate package deals with publishers, assist in electronic access issues and manage serials collections from beginning to end. WT Cox Information Services employs senior management personnel with extensive expertise in the industry 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 single point of management.

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

QUALIFICATIONS

Cox Subscriptions, Inc. doing business as WT Cox Information Services is a premier full service information partner with nearly 30,000 customers throughout the United States and domestic territories worldwide. We offer a portfolio of services that include print and electronic subscription access, publisher package management, and personal customer service specialists as well as an impressive reputation for being very flexible and easy to work with as information service partners. Be sure to ask about value added benefits that are offered at an economical cost if you are interested. 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, 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 their 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, new and renewal orders, invoicing, 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. WT Cox Information Services provides all services related to serial collection supply and management.

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 five (5) working days to ensure timely delivery
- Management reports, regular and customized with data points you specify, provided at no charge
- Online tools that allow you to analyze your serials collections, expenditures, management information and subject coverage
- Training provided at no additional charge
- Exceptional customer service provided

COXNET....OUR SERIALS MANAGEMENT SYSTEM

WT Cox Information Services provides, <u>as part of your basic service</u>, 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:

<u>Subscription Module</u> 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.

<u>Orders Module</u> 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

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

<u>Title Module</u> 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 orders.

<u>Online Subscriptions</u> 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.

<u>Check In Module</u> 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:

<u>Notifications</u> 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

RSS Feeds For Notifications

CoxNet also 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:

- License
- Registration
- 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

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 order, renew, 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.

MEETING TITLE OBJECTIVES

WT Cox Information Services 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. 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.

WT Cox Information Services shall supply materials from a wide range of publishers, to include:

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

WT Cox Information Services has access to publications provided by more than 10,000 publishers worldwide. Order and service relationships with publishers include, by are not limited to, categories detailed in items (a) through (j) above.

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

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

WT Cox Information Services 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, WT Cox Information Services supplies titles commonly associated with memberships and/or associations. WT Cox Information Services provides publications available through agencies irrespective of subject matter.

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

INTERACTION WITH ILS

WT Cox Information Services IT staff and developers keep current with the ILS vendor specifications and we support all versions of EDI software. WT Cox Information Services offers migration assistance and testing to ensure connectivity during the transition phase of start-up.

ORDER PLACEMENT

WT Cox Information Services shall act as your subscription aggregator for the consolidation of periodical orders and the management of same. It is the goal of WT Cox Information Services to maintain continuous service in cooperation with our publisher partners. WT Cox Information Services prides itself on the level of service provided to all libraries in our family of clients. Every single employee is committed to customer service and empowered to act on library's behalf. All orders are accompanied with pre-payment to facilitate delivery directly from the publisher to your library.

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 faciliate delivery. Order submission to publishers is accomplished utilizing state of the art methods and delivered electronically wherever possible to ensure timely delivery of subscriptions. Our service plan shall be based on your specific requirements.

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

Orders and payments to publishers shall be released at least 45 days before the order start date for new subscriptions unless the order is designated as rush. WT Cox Information Services places orders, at a minimum, once a week. Rush orders are placed immediately with a careful attention to 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.

DELIVERY OF MATERIALS

WT Cox Information Services will coordinate the delivery of subscription materials to library locations designated at time of order. Publications are shipped directly from publisher based on their concurrent mass mailing schedule and process. No additional delivery charges are incurred.

TRANSITION ASSISTANCE

If needed or required, 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 is managed by an experienced professional. Our transition team can work both on and off site to ensure a smooth changeover to WT Cox Information Services. Our Transition Coordinators have knowledge and experience in all aspects of librarianship. Our Transition Specialist understands the daily procedures and concerns of library clients and can communicate with them as a colleague. She knows 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. Our transition team will assess the library's current situation and provide support and assistance as needed with WT Cox Information Services' services and products. The Transition Coordinator and associated team members work closely with the library in the transition of their account, gathering client data and ensuring the account structure is appropriate for their needs. Our Transition Team will also provide assistance with electronic claiming and invoicing. Our entire Transition Team views their roles with WT Cox Information Services as advisors and consultants for the library working for the mutual benefit of the library client and the vendor.

In addition to the Transition Team, the Director of Sales and senior management will be available for onsite visits on demand but no less than once each year. WT Cox Information Services will provide access to the transition team throughout the entire process before, during and after the order.

WT Cox Information Services assumes all responsibilities associated with transitioning current order through present vendor by contacting publishers and prepayment of orders to facilitate 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.

RENEWALS

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

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

Renewals included, at a minimum, the following information:

Complete Bill To and Ship To address

Title

Applicable ISSNs

Quantity

Subscription term or period

Library Purchase Order Number

Library Budget Code

Subscription Status: i.e., new, renewal, bill later

Publisher/Reference/Customer Number

Frequency

Bibliographic status

Vendor's subscription ID number

Any titles that may not be due for renewal but that are on record for Library

Price. Pricing is updated, at a minimum, once each year or as publishers notify agency of change. Most current publishers' list price available will be noted on the renewal list to include pertinent information such as titles that come as part of memberships, titles available at no charge, combination subscriptions, must order direct titles, titles which are no longer available and supplemental bibliographical information such as frequency changes, title changes or publications currently behind schedule.

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

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

CLAIMS

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

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

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

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.

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.

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.

Claim reports are generated every 30 days. Unresolved claims remain active until satisfactory resolution occurs. Claim reports may be downloaded at any time in a variety of report formats utilizing our webbased customer interface CoxNet.

Claim reports contain at a minimum:

Title and title ID number
Date of Order
Detailed information about issue/issues claimed
Current update of claim status

Claim reports may also be formatted in a date range with your specific data points as a customized report as well.

MANAGEMENT REPORTS

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 including all reports detailed above. Please allow up to 7 working days for customized reports. Rush reports are available. Our reporting system is continually enhanced and many of these "custom" reports shall become regular reports available based on your specific data points.

Some examples include:

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

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

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

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

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

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

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

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

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

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

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

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

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 any necessary for report production.

Each library location shall have access to a variety of reports providing full title level details for their individual collection via CoxNet, our exclusive web-based customer interface. Administrator of account shall have access to all details for every library location.

Each library location shall have access to all invoice records, both current and archived via CoxNet, our exclusive web-based customer interface. Administrator of account shall have access to all details for every library location.

INVOICES

Your library can be in control of when invoices are received. By using our online system, Coxnet, you will be able to print invoices at any time at your convenience, downloaded in PDF format. Our administrative console limits access to designated staff based on your parameters. Invoices are also available in printed format in the number of copies required. WT Cox Information Services will supply both printed invoices and electronic invoices in format and sets designated. We are also capable of integration with your specific ILS. Invoices shall be presented as required.

Your invoices shall be sorted by ship to and alphabetically by title within each invoice. Invoices will be supplied by date designated, based both on funding ability, fiscal consideration and prepayment schedule when offered.

Invoices contain, at a minimum, the following information:

- Title, quantity, frequency and price
- Title format (print, print and online, online)
- Library's Purchase Order Number

- Unique Order ID number
- Subscription term
- Package title and accompanying titles included in package
- Library's fund codes
- Invoices can be presented as required. Funding codes can be detailed on main invoice or provided on separated invoices by funding codes if desired. Each invoice is given a unique number which is never duplicated. Each invoice is dated for numerical and chronological filing identification.

Multiple invoicing needs are met by the design of our internal systems. In general, an organizational account will be set up with administrative capabilities. All sub-accounts will be viewable via one "Master" account and also viewable as individual sub-accounts. Sub-accounts and any special packages necessary will be assigned unique identifying numbers and will be further identified, as necessary, by ship to addresses, billing addresses, funding codes and a variety of parameters that may be determined by the Library. Sub-accounts will be identified to your specifications.

CANCELLATIONS

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.

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.

WT Cox Information Services shall notify Library of final issue to be received in cases of publisher accepted cancellations. Canceled titles shall automatically be deleted from the next main renewal invoice list.

CUSTOMER SERVICE

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

Your assigned 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. Clerical staff will be available as alternate contact and shall be identified with contact information during transitional phase of contract award.

Representatives are available via toll-free phone lines and facsimile lines. Representatives are available from 8:00 AM until 5:00 PM Eastern Standard Time. Email contact can be made 24/7.

Phone calls are answered within 24 hours during a normal work week as part of service. Email inquiries can be made at any time and are generally answered within 48 hours. We recommend for issues that are urgent that you contact your Customer Service Team Leader or alternate by phone.

In addition to the Transition Team, your Regional Director of Sales and Senior Management will be available for on-site visits on request or as contractually required. WT Cox Information Services will provide access to the transition team throughout the entire process.

TRAINING

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

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

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

WT Cox Information Services shall offer a combination of on-site training if required and webinar based on training at your convenience. Your transition team shall work closely with you upon contract award to ensure that all staff is familiar and comfortable with our web based customer interface. Our systems are simple to use and intuitive.

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.

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.

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

LOOKING TOWARD THE FUTURE

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. We continue to form important strategic alliances with business partners in the industry to enhance our services to our customer base.

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. Finally, we have 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.