

SERIAL 08018 RFP WEB-BASED SUBSCRIPTION MANAGEMENT SERVICE

DATE OF LAST REVISION: May 29, 2014

CONTRACT END DATE: May 31, 2017

CONTRACT PERIOD THROUGH MAY 31, ~~2014~~ 2017

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **WEB-BASED SUBSCRIPTION MANAGEMENT SERVICE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 21, 2008 (Eff. 06/01/08)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

BW/ub
Attach

Copy to: Office of Procurement Services
John Werbach, Library District



CONTRACT PURSUANT TO RFP

SERIAL 08018-RFP

This Contract is entered into this 21st day of May, 2008 by and between Maricopa County Library District ("District"), a political subdivision of the State of Arizona, and W.T. Cox Subscriptions of Shallotte, North Carolina, ("Contractor") for the purchase of Web-Based Subscription Management Services.

1.0 TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of June, 2008 and ending the 31st day of May, ~~2011 2014~~ **2017**.
- 1.2 The District may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of six (6) years, (or at the District's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The District shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT:

- 2.1 As consideration for performance of the duties described herein, District shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the District's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.

2.3 INVOICES AND PAYMENTS:

2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- District purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price

- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

2.3.2 Problems regarding billing or invoicing shall be directed to the District.

2.3.3 Payment may be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor may fill-out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 DUTIES:

3.1 The Contractor shall perform all duties stated in Exhibit "B."

3.2 The Contractor shall also perform other services as otherwise directed in writing and mutually agreed by the parties.

4.0 TERMS & CONDITIONS:

4.1 PRICE ADJUSTMENTS:

Any request for reasonable adjustment to publisher's prices must be supported by appropriate documentation. Adjustments to publisher's prices are limited to a maximum of 10%, beginning after the completion of the first (1st) contract year. If District agrees to the adjusted discount rates, the Procurement Officer shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.2 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless District, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of District.

4.3 INSURANCE REQUIREMENTS:

4.3.1 **Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of**

State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 4.3.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 4.3.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 4.3.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.3.5
- 4.3.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.3.7 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 4.3.8 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 4.3.9 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 4.3.10 **Commercial General Liability:**
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 4.3.11 **Automobile Liability:**
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the

Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

4.3.12 Workers' Compensation:

4.3.12.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

4.3.12.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.3.13 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

4.3.14 Certificates of Insurance.

4.3.14.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.3.14.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

4.3.14.3 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

4.3.14.4 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.3.15 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.4 4.4 WARRANTY OF SERVICES:

4.4.1 4.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. District's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

4.4.2 4.4.2 In addition to its other remedies, District may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

4.5 PROCUREMENT CARD ORDERING CAPABILITY:

District may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

4.6 INTERNET ORDERING CAPABILITY:

It is the intent of the District at its option, to use the Internet to communicate and to place orders under this Contract.

4.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For District:

Maricopa County
Office of Procurement Services
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

W.T. Cox Subscriptions
Mike Perrine
201 Village Road
Shallotte, North Carolina 28470
Telephone: 800.571.9554
Facsimile: 877.755.6274
Email: mperrine@wtcox.com

4.8 REQUIREMENTS CONTRACT:

4.8.1 **Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.**

4.8.2 **County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice**

of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

- 4.8.3 **Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.**

4.9 **UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.10 **TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.11 **TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.12 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the District may cancel this Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the District is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the District may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the District from any other party to the contract arising as the result of the Contract.

4.13 **OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the District may offset from any money due to the Contractor any amounts Contractor owes to the District for damages resulting from breach or deficiencies in performance under this Contract.

4.14 **ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

4.15 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

4.16 SUBCONTRACTING:

The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for District.

4.18 **ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

4.19 **PUBLIC RECORDS:**

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records

Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4.20 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.21 ALTERNATIVE DISPUTE RESOLUTION:

4.21.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.21.1.1 Render a decision;

4.21.1.2 Notify the parties that the exhibits are available for retrieval; and

4.21.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.21.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.21.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.22 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.23 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable

regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

4.25 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.26 TRANSITION ACTIVITIES:

4.26.1 Upon the expiration of this Contract, District anticipates a continued need for the Contracted services specified herein. In the event that a contract is awarded to a new contractor, there shall be a transition of service period. During this period, the outgoing Contractor shall work closely with the new Contractor's personnel and/or District staff to ensure a smooth and complete transfer of duties and responsibilities.

4.26.2 All transition activities will be coordinated by District's authorized representative(s). A transition plan will be developed in conjunction with the outgoing Contractor to assist the new Contractor and/or District staff to implement the transfer of duties.

4.27 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

4.28 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's Basic Subscription Service, the terms of this Contract shall prevail.

4.29 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

4.29.1 **By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.**

4.29.2 **The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.26.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.**

~~4.30 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~4.30.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~4.30.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

4.31 CONTRACTOR LICENSE REQUIREMENT:

4.31.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

4.31.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.32 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.32.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

4.32.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

4.32.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.32.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4.32.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

4.32.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

4.32.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

4.33 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

4.33.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

4.33.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

4.34 INDEMNIFICATION:

4.34.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

4.34.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.34.3 The scope of this indemnification does not extend to the sole negligence of County.

4.35 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

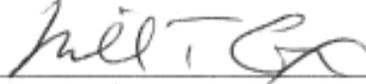
4.36 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

- 4.36.1 **Exhibit A, Pricing.**
- 4.36.2 **Exhibit B, Scope of Work.**
- 4.36.3 **Exhibit C, W.T. Cox Subscriptions.**
- 4.36.4 **Exhibit D, Office of Procurement Services Contractor Travel and Per Diem Policy.**

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Michael Cox / President
PRINTED NAME AND TITLE

201 Village Road, Shallotte, NC 28470
ADDRESS

04/28/08
DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

MAY 21 2008
DATE

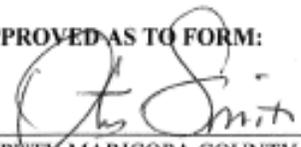
ATTESTED:



CLERK OF THE BOARD

MAY 21 2008
DATE

APPROVED AS TO FORM:



DEPUTY MARICOPA COUNTY ATTORNEY

5/7/8
DATE

**EXHIBIT A
PRICING**

SERIAL: 08018-RFP

COMMODITY CODE: NIGP 9155104

CONTRACTOR'S NAME:	<u>W.T. Cox Subscriptions</u>
CONTRACTOR'S VENDOR NUMBER:	<u>N/A</u>
CONTRACTOR'S STREET ADDRESS:	<u>201 Village Road, Shallotte, NC 28470</u>
CONTRACTOR'S PHONE NUMBER:	<u>910-754-3145 / Toll-free 800-571-9554</u>
CONTRACTOR'S FAX NUMBER:	<u>877-755-6274</u>
CONTRACTOR'S WEB SITE:	<u>http://www.wtcox.com</u>
CONTRACTOR'S CONTACT (REP):	<u>Mike Perrine</u>
CONTRACTOR'S REP'S E-MAIL ADDRESS:	<u>mperrine@wtcox.com</u>

THERE IS NO M/WBE PARTICIPATION IN THIS CONTRACT.

CONTRACTOR IS WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL.

CONTRACTOR WILL ACCEPT PROCUREMENT CARD.

CONTRACTOR DOES NOT OFFER REBATE FOR DISTRICT USE OF PROCUREMENT CARD.

CONTRACTOR HAS INTERNET ORDERING CAPABILITY.

CONTRACTOR OFFERS NET 30 DAYS FOR PROMPT PAYMENT.

1.0 PRICING:

Discount Off Publisher's List Price is 10% *

* Excluding *Booklist*, *Library Journal*, all *Mailbox* titles, *Reading Teacher*, *School Library Journal*, *Scholastic* titles, *Teachers Helpers*, *Weekly Readers*, newspapers, memberships and some professional journals.

EXHIBIT B**SCOPE OF WORK**

1.0 CONTRACTOR RESPONSIBILITIES:

Contractor shall provide, *CoxNet*, its web-based subscription management service that will provide the following:

- 1.1 Allow District to review their most current account information as well as allow District to see up-to-the-minute information on titles, claims, title changes, orders, invoices, account statements, renewals, plus a variety of reports. District may search by title, language, subject, publisher or ISSN number. The interactive system will give District the ability to administer and manage its account via the Internet. This will allow District to order (with administrative approval capabilities), claim, and retrieve various details of titles. Database access is available 24 hours a day, 7 days a week.
- 1.2 Claiming and final problem resolution for all acquisitions and deliveries. Libraries will be assigned a personal customer service representative who is familiar with the complexity and requirements of the library. This customer service representative will be available for all issues pertaining to the management of serial collections as will senior management personnel.
- 1.3 The service will include a complete series of management reports, automated subscription services, tracking software and online ordering, searching and claiming capabilities via the Worldwide Web.
- 1.4 Contractor will provide three (3) free computer support services as part of basic service.
 - 1.4.1 Online Data Availability – interactive online system *CoxNet* as detailed above.
 - 1.4.2 Tracking software, a multi-platform CD ROM product that will allow each library the opportunity to check in their collection as they arrive, claim, manage holdings, produce spine labels and print a variety of reports.
- 1.5 Contractor shall provide training for District personnel so those personnel are proficient in operating within the Respondent's program.
- 1.6 Contractor shall provide toll-free, direct customer support 8:00 am thru 5:00 pm, Monday thru Friday, Eastern Standard time. Customer service shall also be accessible 24-hours per day, 7-days per week.
- 1.7 Contractor shall ensure new and renewal orders are placed within five (5) working days of District's notification and payment to Contractor.
- 1.8 Contractor will accept rush orders by telephone call, email, facsimile or *CoxNet*. Rush orders will be placed within 24 hours with accompanying payment from District.

2.0 ACCEPTANCE:

Upon successful completion of the initial testing period, the system shall be deemed accepted and the warranty period begins. System will be considered to be operating in a satisfactory and acceptable manner as long as District personnel are able to satisfactorily manage their subscriptions.

3.0 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

4.0 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. District reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

5.0 CONTRACTOR TRAVEL:

When requested and approved, in writing, from the District if services are being provided that requires overnight accommodations or travel, the Contractor shall be bound and reimbursed by the policies and rates specified in Exhibit C, Contractor Travel and Per Diem Policy. The Contractor shall itemize all per diem and lodging charges and provide receipts for expenses in excess of \$25.00 with the next invoice for services. Non-reimbursable travel costs will not be reimbursed to the Contractor.

6.0 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

EXHIBIT C



TECHNICAL CAPABILITIES STATEMENT

W.T. Cox Subscriptions is a full service subscription agency. We qualify as a small veteran owned business and qualify under the NAICS standards for small business awards. We offer flexible general invoice and payment arrangements. We accept procurement cards as well. W. T. Cox Subscriptions is fully registered with CCR, Dun and Bradstreet and has current ORCA records on file.

W.T. Cox Subscriptions has been actively engaged in business providing periodical materials for over thirty years under the same ownership. W.T. Cox Subscriptions will service periodical, serials, publishers' series, and continuing titles (referred to as continuations). Basic service will include the acquisition and delivery of all new orders, renewals, late renewals, back issues, transfer renewals, added copy subscriptions, special orders, memberships and associated publications. W.T. Cox Subscriptions provides, as part of basic service, claiming and final problem resolution for all acquisitions and deliveries. W.T. Cox Subscriptions offers libraries the full range of subscription services. Our services include a complete series of management reports, automated subscription services, our exclusive tracking software and online ordering, searching and claiming capabilities via the Worldwide Web. Electronic journal access is provided through our e-Journal Manager, *CoxLink*. W.T. Cox Subscriptions provides all services related to serial collection supply and management.

W.T. Cox Subscriptions will provide all personnel, facilities, equipment, supplies, software and appropriate interface for the placement of and ongoing management of new and renewal subscriptions to single or multiple addresses for domestic and foreign serials published in print and electronic format.

W.T. Cox Subscriptions pre-pays all orders to guarantee delivery. We will act as a liaison to publishers on behalf of your library. W.T. Cox Subscriptions will ensure timely and complete delivery of all ordered subscriptions. We place orders quickly, efficiently and accurately. Attention to detail is of utmost importance. Our full-time production staff is trained to check, double-check and re-check to make certain that orders leave our facility accurately. Each library has a unique identifying address in our system that cannot be manipulated unless requested by the ordering agency. This system function ensures that all orders are sent to the publisher in the exact same format each time helping to reduce irregularities in service. Orders are transmitted electronically where permissible by publisher. Correct order placement helps to create a smooth renewal process each year.

W.T. Cox Subscriptions acts as your one point of contact for all issues relating to serial collections.

BASIC SUBSCRIPTION SERVICE

W.T. Cox Subscriptions will place orders at any time during the year dependent on publisher restrictions. W.T. Cox Subscriptions offers flexible ordering arrangements. Our system is open architecturally and can accommodate requests for varying levels of service.

W.T. Cox Subscriptions representatives act as your exclusive liaison with publishers. As part of basic service, W.T. Cox Subscriptions staff and senior management personnel are available for claims, subscription administration and problem resolution for as long as necessary to satisfy contract requirements and financial closure but no less than 90 days after expiration date of subscription. W.T. Cox Subscriptions operates from 8:00 a.m. until 5:00 p.m. Monday through Friday, Eastern Standard Time. Customer service representatives may be contacted via email or through Internet claiming capabilities 24 hours a day, 7 days a week. We offer toll-free numbers as a cost saving benefit to libraries and will accept collect calls if necessary from libraries that may not have access to toll free calling.

Order Placement. W.T. Cox Subscriptions places all new and renewal orders within five working days of ordering agency notification as part of routine practice unless other arrangements have been negotiated in writing. Ordering systems are automated and orders are placed directly to publishers electronically wherever possible for expedient processing. All orders are accompanied by pre-payment to guarantee delivery. That is our standard operating practice. No orders are ever placed without agency approval. Because we pre-pay to guarantee delivery, we are unable to offer early payment discount terms.

During subsequent renewal years, subscription list will be separated by "ship to" address and will include the following information: alphabetical listing of titles ordered or scheduled to be ordered, complete "bill to" and "ship to" address, unique internal identifying number and accompanying ID number, subscription title, ISSN number, quantity ordered, subscription term, status annotation such as new or renewal, most currently known publisher list price, any service charge or discount designated, frequency of publication and any accompanying bibliographical information. Subscription title list shall contain all currently ordered titles and any titles scheduled to be ordered at a later time based on agency instruction.

Preliminary renewal lists will be generated and forwarded to ordering agencies for review. Our renewal process is quite simple. Customers simply annotate renewal list with changes, such as additions, deletions and quantity changes and return to W.T. Cox Subscriptions. Upon receipt, if required or requested, renewal list is reformatted incorporating all changes and returned to ordering agency for final approval.

W.T. Cox Subscriptions will return reformatted list to ordering agency for final review and approval. W.T. Cox Subscriptions will accept return of final list as confirmation of accuracy. Reformatted subscription lists will be edited and returned as many times as necessary based on agency request. Ordering agency may waive review of final list at agency's discretion.

W.T. Cox Subscriptions can exchange renewal data through approved library automation systems, e-mail or use of the W.T. Cox web site online service *CoxNet*. Renewal information can be provided in both paper format, electronic format and spreadsheet format consistent with the requirements of ordering agency office software. Information can also be provided on diskette. Formats include but are not limited to ASCII delimited, ISAM, EDI X12 standards and standard commercial software formats. W.T. Cox Subscriptions will consult with each ordering agency and present renewal information in the format consistent with agency need or request.

Title List Data. Agency renewal lists are separated by "ship to" address and will contain, at a minimum, the following information:

- ✓ Alphabetical listing of all title holdings, current and future order dates
- ✓ Complete "bill to" and "ship to" address
- ✓ Unique account number (both internal to vendor and agency assigned)
- ✓ Subscription Title
- ✓ ISSN (if available from publisher)
- ✓ Quantity
- ✓ Term of subscription (i.e., one year, two-year etc.)
- ✓ Subscription status (i.e., new, renewal, bill later)
- ✓ Current publisher list price
- ✓ Discount or Service Charge designated per line item
- ✓ Frequency of publication
- ✓ Supplemental bibliographic information
- ✓ Unique information pertaining to renewal such as internal fund accounting, subject identification, identification numbers etc.

Rush Orders. W.T. Cox Subscriptions accepts rush orders by agency preferred method of transmission that can include any combination of the following: telephone call, email, fax or *CoxNet*, our exclusive online order system. Rush orders will be placed within 24 hours with accompanying payment to guarantee delivery.

Costs In Excess of Authorized Funding Level. In the event that the costs of renewal titles exceed the authorized funding level, W.T. Cox Subscriptions will notify ordering agency upon discovery but in no

case, later than three days of discovery. Once the ordering agency has made a decision about action to be taken (if applicable), W.T. Cox Subscriptions will resume order process and place remainder of orders within five working days. No order will be placed without further instruction and approval of ordering agency.

Basic Renewal Service in Option Years. Renewal forms are issued approximately six months before subscription expiration but in no case less than 120 days from expiration to allow ample time for subscription continuation. Ordering agency will annotate renewals with necessary or desired changes and return to W.T. Cox Subscriptions in a timely fashion to ensure uninterrupted service. Upon receipt of edited and signed renewal, W.T. Cox Subscriptions will place order within five working days of delivery order receipt. Renewal forms can also be transmitted electronically.

Subscription Ordering Support Services. As part of basic subscription service, W.T. Cox Subscriptions offers the following:

Electronic Ordering System – W.T. Cox Subscriptions provides, as part of your basic service, our exclusive interactive online system *CoxNet*. *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 interactive 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), claim and retrieve various details of titles.

This "real time" system allows the user to see up-to-the-minute information on titles, claims, title changes, orders plus a variety of reports. Customers may search by title, publisher or ISSN number.

Our title database of over 100,000 titles is available to customers and includes supplemental bibliographic information including title, publisher, ISSN, frequency and basic subscription pricing.

Though all of our systems and procedures are very simple to use, W.T. Cox Subscription personnel are available to provide in-house training on our database and software tracking systems at no charge to ordering agencies.

Monthly Status Report. W.T. Cox Subscriptions provides monthly claims status reports as part of basic service.

Unavailable Titles. W.T. Cox Subscriptions can notify ordering agencies about subscription titles that are unavailable for varying reasons in two methods. Bibliographic information about each title is contained on both renewals and invoices. Secondly, W.T. Cox Subscriptions, Inc. will issue a Bulletin of Title Changes customized for each ordering agency upon request or on a regularly scheduled basis.

Continuations or "Bill Later" Items. Initial price quotations will include estimates of costs for "Bill Later" subscription titles. Estimates of these continued subscriptions will be provided on subsequent renewal lists to ensure that budgetary funding is available. Upon request or based on a regularly scheduled report, a listing of titles showing "Bill Later" items will be provided and can include both billed and unbilled items. This listing can also be provided separately.

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

Payment to Publishers. W.T. Cox Subscriptions does not engage in "special" arrangements with any publisher. All orders are prepaid to guarantee delivery as part of our standard operating practice.

Advance Payment. W.T. Cox Subscriptions prepays all orders in advance to guarantee delivery. Invoices are issued only after order has been placed. W.T. Cox Subscriptions can supply proof of payment to ordering agencies upon request.

Adjustments. In cases where payment adjustments are necessary, such as currency fluctuations or additional costs of subscriptions, W.T. Cox Subscriptions will make additional payments to guarantee delivery.

Government Audit of Vendor Records. W.T. Cox Subscriptions maintains records of all customer transactions for a minimum of three years. Records are available for review upon request.

W.T. Cox Subscriptions will place orders at any time during the fiscal year or term of the contract. Orders will be placed in accordance with contract requirements, negotiated fees and recognized standard processes. Order confirmation will be issued in same fashion as renewal lists and will contain supplemental information as required or requested. Supplemental information may include but is not limited to IAG number, delivery order number, MIPR or purchase order number.

Not Included in the Basic Subscription Price. W.T. Cox Subscriptions will provide all materials published within a given subscription year or term of subscription. All indices, supplementary numbers and added volumes that are included as part of a basic subscription will be supplied to ordering agency automatically. Additional items that are not included in the basic subscription price will be made available to the library/ordering agency by special order and provided at publisher's list price plus previously negotiated firm fixed service charge. No additional handling charges shall be incurred with the exception of any shipping or handling charges levied by publisher.

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

Sample Copies. W.T. Cox Subscriptions will access and provide sample copies when requested by ordering agency dependent on publisher restrictions. While publishers generally cooperate with requests for sample issues, not all publishers will provide samples. This is particularly true of journal publishers. When and where possible, W.T. Cox Subscriptions will provide sample issues directly from our Replacement Issue Library in these cases.

Back Issues. W.T. Cox Subscriptions will acquire back issues of any given title for a period of up to one year prior to initial order or renewal order dependent on publisher allowances. Consumer titles may not be available if supply is exhausted through publisher. In cases such as these, W.T. Cox Subscriptions will attempt to provide requested back issues directly from our Replacement Issue Library. Every avenue of acquisition will be exhausted when publisher cannot supply back issue.

Information Bulletins. W.T. Cox Subscriptions will provide a Bulletin of Title Changes on a quarterly basis. These parts are provided as a part of basic service at no additional charge. Bulletins will contain latest bibliographic information available.

Catalog. W.T. Cox Subscriptions provides a printed catalog of our most commonly ordered titles each January. Additionally, an online catalog of our entire database of over 100,000 titles is available via Internet. The online catalog contains the following information: Title, ISSN, basic cost, frequency of publication, identifying order/title number, cross reference in cases where titles have changed name and supplemental bibliographic information. Printed catalogs of any quantity are available at no charge on request. Database access is available 24 hours a day, 7 days a week.

Publishers' Prices. W.T. Cox Subscriptions will provide documentation verifying publisher list price upon request. Ordering agency will be alerted automatically when price increases exceed 25%. Occurrences of significant price increases are rare without significant changes to title presentation, such as merging of two titles or increase in size or frequency.

Administrative Services. W.T. Cox Subscriptions provides all services necessary for management of serial collections. These services include, but are not limited to the following:

1. **Personal Representative.** As part of basic subscription service, your library is assigned a personal customer service representative. Your personal customer service representative is extremely knowledgeable and well-trained in all aspects of servicing subscription accounts of this size and complexity. Your customer service representative is available to you for problem resolution at all levels and will act as a liaison between your library and publishers. In addition to your in-house customer service representative, W.T. Cox Subscriptions' Sales Manager will be available to make on-site visits to discuss services and future planning, to assist in a smooth transition to our service and to conduct training as necessary. Representatives are available to you via toll-free phone lines, fax and email.
2. **Claims for Missing, Defective and Mutilated Issues.** W.T. Cox Subscriptions representatives act as your one-point-of-contact liaison with publishers on behalf of your library. Your personal customer service representative will obtain replacement issues for subscriptions that are defective, lost in transit, missing, mutilated or otherwise unacceptable.
3. **Electronic Claims.** W.T. Cox Subscriptions offers CoxNet, our exclusive online claiming service. W.T. Cox Subscriptions encourages the use of CoxNet for claiming purposes as instant notification is provided to customer service representative through this service. You may indicate preferred method of claiming and may use any combination of available methods. Claims may be submitted in a variety of methods and include toll-free phone, fax and email.

4. Timeframe. W.T. Cox Subscriptions places claims to publisher within five working days. Claims are accepted electronically, by print, phone, fax and email. Rush claims will be processed in fewer than five days. Review of rush claim processing is available via CoxNet.
5. Claim Information. W.T. Cox Subscriptions provides, at a minimum, the following information to publishers as part of claim process: Ship to address, claimed title, specific issues, date of title order, term of subscription, amount paid, proof of payment (check information) and pertinent information of claim, such as missing issue, change of address, name change etc.
6. Claim List. As part of basic service, W.T. Cox Subscriptions provides a summary of claims to each library on a regular schedule.
7. Cancellations and Refunds. W.T. Cox Subscriptions will notify publisher of cancellation within five working days. Monies refunded from publisher will be credited to library account immediately upon receipt. Refunds can be issued as credit to account or paid directly by check to library. If no refund is forthcoming, customer service representative will notify library. No additional charges will be levied.
8. For Lost Periodicals, Replacements, and Discontinuance of Publication. All monies refunded by publishers will be refunded in full to libraries in cases where no replacement options are offered.
9. Due to Cancellation. W.T. Cox Subscriptions will provide written evidence of attempts to secure refunds from publishers on behalf of libraries when titles have been cancelled upon request.
10. Duplicate Issues. Customer service representatives act as a liaison between your library and publishers. W.T. Cox Subscriptions will work directly with publisher to resolve duplicate copy issues if/as they occur.
11. Addresses.
 - a. Bill to and Ship to Addresses. W.T. Cox Subscriptions systems are open architecturally and support multiple shipping addresses and departmental indications under one billing address. Multiple shipping addresses under each billing address may be either domestic, foreign or both. Each address is allocated five lines and in excess of 30 characters per line.
 - b. Change of Address. W.T. Cox Subscriptions will be responsible for notifying publishers when changes of address occur.

LIBRARY MANAGEMENT REPORTS

Customized management reports are available as part of basic service at no additional charge to your library. Reports are available in a variety of formats and will include but are not limited to:

Financial Summary Report. W.T. Cox Subscriptions will supply, upon request, a report detailing all credit or debit invoices designated by ship-to address and government fiscal year. This report shall contain, at a minimum, the invoice number, dollar amount of invoice, dollar amount of credit or debit invoices and service charge levied.

Claims List. W.T. Cox Subscriptions supplies each library with a report summarizing claims activities each month unless otherwise instructed. Report includes claims filed, outstanding claim and resolution as indicated by publisher. Library may re-send claim report to initiate subsequent claim for unresolved issues.

Subscription Status Information. W.T. Cox Subscriptions will provide monthly, or upon request, a report detailing any title irregularities or changes to title for your library. Estimated price increases or actual price increases will be provided as part of this status report.

Ship-to-List. W.T. Cox Subscriptions will provide, upon request, a complete listing of ship to addresses.

RFQ List. Upon request, at any time, W.T. Cox Subscriptions will provide your library with listings of current subscriptions for the purposes of initiating a request for quotation. Reports shall be made available in both print and electronic format. Electronic formats shall be provided, at a minimum, as an ASCII comma delimited file.

Courtesy Invoice Data. W.T. Cox Subscriptions will provide additional courtesy invoices as requested. Electronic invoice data will be provided as well as print copies. Multiple copies of invoices are available without restriction and are provided as part of basic service.

Specifications. Reports will be provided as specified by library. Reports will contain all of the following information or any combination thereof:

1. Title
2. Ship to addresses
3. Invoice item numbers
4. Agency ID and supplement identifiers such as IAG number, Delivery order number, MIPR or Purchase Order Number
5. Subscription term/period
6. Quantity
7. Frequency
8. Price with or without adjustments and estimates of increase
9. Volume
10. ISSN
11. Local information fields to store information such as internal accounting codes, subject identification, agency assigned numbers. Local information fields can be associated with individual ship to addresses and individual titles. A minimum of 100 characters is available in individual fields. Information will be provided as indicated by requesting agency.

Reports will be made available on CD ROM, spreadsheet or software programs commonly available as part of standard office operations. W.T. Cox Subscriptions will provide access to data and programs necessary for report production.

Sorting. Requested information can be sorted, subtotaled and re-totaled by all or any combination of fields indicated by requesting agency. Our system is open architecturally and can accommodate requests of multiple information fields delivered in presentation of agency choice. Management reports are delivered as part of basic service.

Medium. W.T. Cox Subscriptions will supply reports in electronic format, in ASCII comma delimited format, at a minimum. Printed reports are also available for delivery. Requesting agency may request reports in either or both formats. Additional Reports. W.T. Cox Subscriptions offers a wide range of customized management reports. The content of these reports is diverse and is generally based on customer need. Report needs are as variable as the libraries that request them. Requested reports are offered electronically, including, but not limited to ASCII comma delimited data, spreadsheet, data provided to integrate with customer-defined software programs and on disk. Various analyses of individual accounts are available. Some examples are historical price analyses and client title recaps. We have staff available to assist customers in the development of management reports.

Reports will be provided in a format consistent with current standard Microsoft Office software, i.e., Excel spreadsheet format. W.T. Cox Subscriptions acknowledges that Library will provide local system specifications to ensure a smooth conversion of service. Senior management and service personnel will be available during the transitional phase of integration of automated library systems.

SPECIALIZED ELECTRONIC ACCESS SERVICES

CoxLink is a suite of services designed to strengthen libraries' ability to create and maintain access to electronic journals and full text aggregated databases. *CoxLink*, our e-Journal Manager provides a Web-based, searchable A-Z list from which users can access the library's e-journal titles, including:

- Central access to the complete collection of full text e-journals, with weekly and real-time updates
- Embargo limitations indicated with the online coverage dates.
- Links from titles on the *CoxLink* page to title records in the library's OPAC ("Catalog Links")
- Usage Statistics Report Generator for creation of comprehensive, uniform usage reports and COUNTER compliant statistics reports.
- Boolean keyword searching of title, publisher, vendor, and other data elements

- Browse/Search titles by subject using LC or Dewey subject heading, or a locally developed subject taxonomy.

Database population

At initial installation, and ongoing through the service period, the library provides a list of databases to which it has access, and a separate list of individual titles. W.T. Cox staff then populates the library's database with the data elements for each journal.

PAST PERFORMANCE EVALUATION

W.T. Cox Subscriptions recently gained very favorable ratings from Open Ratings, Inc. under the direction of Dun and Bradstreet. A copy of their findings is enclosed for your review. W.T. Cox Subscriptions scored above 90 percent for excellence of customer service and obtained very favorable percentages overall. We encourage you to contact our references to verify our commitment to service. References will be provided upon request.

MANAGEMENT PERSONNEL

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

Customer Service Contact. Pam Youngberg will be your point of contact for all issues pertaining to sales, start-up, support, claiming and problem resolution. Mrs. Youngberg has proven herself to be a valuable resource to our company by providing a high level of professional service. She is extremely knowledgeable in all aspects of servicing subscription accounts of this size and complexity. Librarians will find her exceptionally helpful, organized and detail oriented.

CFO. Ms. Cynthia Heniford, who is in charge of reporting requirements has more than 20 years experience in our industry and will be the key contact for all matters concerning the types of automation services offered and customized reporting requirements.

FFO Contact. Mary Nichols joined our team in April of 2007. Her background includes specific experience in many different areas of accounting over the last 15 years. She is familiar with accounting procedures and practices at a corporate level in a detail oriented and complex environment. Ms. Nichols will be responsible to service all matters concerning registrations, accounts, invoices, payments and reconciliations. She will be your key contact for all matters concerning invoice guidelines, payments and problem resolution for any accounting needs of subscriber libraries.

Contract Officer. Deb Knox, who acts as Director of Government Sales and Contract Services has been with W.T. Cox Subscriptions for ten years. Ms. Knox brought eighteen years of diverse management experience to the organization. She possesses a strong background in administering government contracts, analyzing specifications and organization of the technical responsibilities of contracts. Deb will be responsible for matters concerning the terms and conditions of the basic ordering agreement.

FACILITIES

W.T. Cox Subscriptions operations are housed in a 35,000 square foot facility located just south of Wilmington in North Carolina. Operations were recently consolidated from three different locations. Subscription services are accomplished with a full time, well-trained staff and state of the art equipment.

All personnel, facilities, equipment, supplies, software and appropriate hardware interfaces for the placement of and ongoing management of serial service are located at this address. Consolidation of operations facilitates smooth interaction among departments and management personnel. We invite you

to visit our offices at any time.

Additionally, W.T. Cox Subscriptions has five district offices located strategically around the United States to facilitate on-site visits. These offices are staffed with District Directors of Sales fully supported by clerical staff.

EXHIBIT D

CONTRACTOR TRAVEL AND PER DIEM POLICY

1. All contract-related travel shall be prior-approved by County.
2. Travel, lodging and per diem expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC
3. Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the County. Business class airfare is allowed only when there is no lower fare available to meet County needs.
4. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverages.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from County prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
5. Contractor is responsible for any other miscellaneous personal expenses, as they are included in contractor's lodging and per diem expenses.
6. The County will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph 3, above.
7. Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

W.T. COX SUBSCRIPTIONS, 201 VILLAGE ROAD, SHALLOTTE, NC 28470-4441

PRICING SHEET: 9155104, 91551

Terms:	NET 30
Vendor Number:	W000002262 X
Telephone Number:	800/571-9554
Fax Number:	877/755-6274
Contact Person:	Mike Perrine
E-mail Address:	mperrine@wtcox.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending May 31, 2011 2014 2017.