Performance Work Statement: Subscription services for serial publications

1. General Information

The National Agricultural Library (NAL) acquires and maintains a diverse collection of agricultural and related literature from throughout the world in all formats and languages. Core to its collection are publications in agriculture, food and the life sciences published worldwide by commercial, societal, and government bodies. The Library is located in the Abraham Lincoln Building, 10301 Baltimore Avenue, Beltsville, MD 20705. The Library also assists other USDA offices (such as the National Arboretum, the Economic Research Service, and the USDA-DC Reference Center) in obtaining information sources.

NAL collection consists of approximately 25 million volumes, including approximately 15,000 unique serial subscriptions. These materials are obtained through purchase or donation and received, processed, cataloged, routed and circulated by NAL staff and contractors. New orders may be placed throughout the year but the subscription periods are generally based on the calendar year.

The purpose of this contract is to provide basic subscription services for print and electronic serial subscriptions in various languages from worldwide publishers in any geographic location. These services include all of the tasks necessary to execute and manage orders for new and renewal subscriptions to serial publications for the National Agricultural Library and its associated partner libraries.

These tasks fall into the following four critical areas:

- (1) Ordering and renewing subscriptions;
- (2) Serving as the library's fiscal agent with publishers, including making timely prepayments, processing refunds, claims, supplemental and bill-later charges;
- (3) Ensuring timely and complete delivery of ordered subscriptions; and,
- (4) Providing reports and other administrative support for serials management.

The acquisition will provide related subscription and shipping services including licensing and access support for electronic journals, reports in electronic format; and access to a web based interactive serials management system that allows searching, ordering, claiming, and renewing subscriptions and generating reports based on the required data specific to NAL's account.

The period of performance must commence upon award of this contract and continue for one year with options for five one-year option periods. Publishers generally require that orders for subscriptions be placed no later than 8 – 12 weeks before the subscription period begins. Services on each subscription will continue until the last issue is received. The standard subscription period at NAL is for the calendar year, necessitating ordering or renewing in the late summer to ensure receipt of January issues. Where subscriptions start later in the year, the subscription period will run for a full year unless it can be extended to coincide with the calendar year expiration cycle. The Contractor must ensure that subscription issues are received (or electronically accessible) by the library as soon as possible after publication.

The main ship-to addresses for subscriptions include the following:

National Agricultural Library Current Serials Records/ Rm. 002

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10301 Baltimore Ave. Beltsville, MD 20705

National Agricultural Library Indexing Journals/ Rm. 002 10301 Baltimore Ave. Beltsville, MD 20705

National Agricultural Library DC Reference Center South Bldg Rm. 1052 Washington, DC 20250

US National Arboretum Library 3501 New York Ave. NE Washington, DC 20002

USDA/ERA/ISD/REF CTR 1800 M St NW Rm 3050 Washington, DC 20036

2. <u>Definitions</u>

- a) Agency means any federal library, information center or U.S. Government entity
- <u>Back issues</u>- issues of publications normally sold on subscription but which have already been published and are no longer sold by subscription but as individual items.
- c) <u>Back Orders</u> are orders that could not be filled by the supplier when originally placed, but are kept on file pending availability of the material.
- d) <u>Bill Laters</u> are a type of subscription on which the Contractor does not bill the library until the publisher has confirmed the price and/or availability of the item or items.
- e) <u>Claim</u>- contacting a publisher or Contractor to request supply of material missed or overdue on subscription or standing order.
- f) <u>Consignee</u> means the location to which items are shipped; also known as the "shipto" address.
- g) <u>Electronic Subscription</u>- A type of licensing agreement by which a licensee pays for access to digital information by payment of a fee for a given period of time, usually one calendar year. Access may be licensed for a set number of consecutive users, or for access for an unspecified number of users from a specified range of IP addresses or geographic location (site). Must be renewed on an annual basis.
- h) <u>ISSN</u>- (International Standard Serial Number)- a unique eight-digit number used to identify a print or electronic periodical publication. ISSN numbers are assigned by the ISSN National Centres coordinated in a network. Each ISSN assigned to a serial publication is registered in an international database, the ISSN Register, formerly known as the ISDS Register (International Serials Data System), available online at www.issn.org.
- i) <u>Membership</u>- an order on which membership to an association or society is obtained for the purpose of getting titles that come along with that membership.
- j) <u>Monographic series</u>- a group of separate items where each item bears an individual title as well as a collective title, common to the group. There are an indefinite number

ATTACHMENT 1 – Statement Work USDA – AG-3K06-S-10-0016 Page 2 of 17 of items issued in a monographic series over an indefinite period of time on an unpredictable schedule.

- k) <u>Package</u>- an order on which separate serial titles are combined under one payment at a reduced charge compared to ordering the titles separately.
- Print Subscription- order, payment, and service of consecutive issues for one copy of a serial for a given period of time, usually one calendar year. Must be renewed on a periodic basis, usually annual.
- m) <u>Publisher Price</u> means the established publisher list price for the given subscription period at the time of order and acceptance by the publisher. The price at which a publication is made available to the public. It is established by the publisher and is exclusive of any discount. Loosely, the price quoted in the publisher's catalog. [ALA *Glossary*, Modified] Also known as Retail Price.
- n) <u>Serial</u> means any publication issued in successive parts, usually (though not always) at regular intervals, and intended to be continued indefinitely. Serials include: periodicals, newspapers, magazines, annuals, yearbooks, journals, memoirs, proceedings, transactions, and numbered monographic series and other serially published works. Serials may be published in any medium or format (including electronic, print, microform, or other non-print media), and may be available through purchase (as with traditional print magazines) or license (as with online journals).
- o) <u>Standing Order</u>- An advance order in which volumes of a title are billed as they are shipped/become available
- p) <u>Subscription</u> means serial or periodical publication and related services. It also shall designate back issues of serials or periodical publications, but such issues shall be dated no earlier than one year before the current volume. The agency determines the subscription period, publisher permitting, and the Contractor must place and service it for the life of the subscription plus three months.

3. <u>Government-furnished Property and Services</u>

The Government will not furnish any property or services as part of this Contract.

4. <u>Contractor-furnished property and services</u>

The Contractor will provide all property and services necessary to perform the tasks specified in this Contract to the Government's satisfaction. Services will be provided at a location of the Contractor's choice, but not onsite at NAL.

5. <u>Specific Tasks</u>

A. Process, Maintain, Manage, and Control Subscription Orders and renewals

Contractor must provide subscription services for all subscriptions in all media generally available via agents from foreign and domestic publishers, if NAL can supply sufficient publication information to clearly identify the desired item. Ongoing subscription services shall include new subscriptions as well as renewals.

- 1. Provide web access to subscription and account information
- 2. Claim unfilled orders and missing issues
- 3. Process Quantity Changes and Cancellations
- 4. Process Title Changes
- 5. Process Address Changes
- 6. Amend Duplicate issue problems
- 7. Obtain Replacements for defective or damaged Issues
- 8. Request Credits and Refunds

B. Provide invoices and ensure timely and accurate payment of publishers and reimbursement of NAL.

C. Provide and Ensure efficient communication between NAL, Contractor, and publishers

The Contractor shall assign a representative by name who is familiar with the terms of this contract and the needs of NAL. This representative will provide personalized assistance, via toll free or local telephone number and email, for account management claims resolution. The representative shall respond to all inquiries within three (3) business days.

Task A--<u>Process Subscription Orders</u>, including New, Renewal, Transfer, Back Issue, Sample, No Cost, and Rush Orders

1. Contractor must have enough capital to place all orders and pay for them upfront on NAL's behalf.

2. The Contractor will receive all subscription orders directly from the COR for NAL at any time during the year.

3. The Contractor must place with the publisher all orders of fewer than one hundred (100) titles within five (5) working days of receipt by the Contractor. Orders containing one hundred (100) or more titles must be placed within thirty (30) working days of receipt.

4. Within three (3) working days of NAL transmitting the order to Contractor, contractor will provide written acknowledgment of receipt of the order to the Contracting Officer's Representative.

5. The contractor will provide written monthly follow-up and status reports for each order that Contractor is not able to place within five (5) days [for less than one hundred (100) titles] or thirty (30) days [for more than one hundred (100) titles].

6. The contractor will ensure that all subscriptions begin with the volume or date given on the order and in the quantity noted.

ATTACHMENT 1 – Statement Work USDA – AG-3K06-S-10-0016 Page 4 of 17 7. The contractor must provide bibliographic verification for orders submitted by NAL, confirming that the correct information is received and transmitted to the publisher to ensure the correct publication and format is ordered. NAL will not be responsible for paying for titles ordered in error.

8. Should the Contractor not have sufficient data to place the order, the Contractor must search standard bibliographies to determine the appropriate source. NAL may, at its discretion, assist the Contractor in obtaining necessary information, but the Contractor is expected to make every effort to obtain these data without resorting to the bibliographic expertise of NAL staff. The contractor will clarify and confirm NAL's preferences before placing the order, if any aspect of the order appears unclear.

9. The contractor will ensure delivery of all annual or other indexes, special issues and unnumbered supplements and other materials included in the basic subscription price. Such items not included in the basic subscription will be brought to NAL's attention so that orders may be issued for their supply.

10. Within 5 days of receipt of order, the contractor will notify NAL in writing of any material that is not available and state the reason why the material cannot be supplied (e.g., delayed publication, no longer published, etc.). If the material becomes available at a later date, the Contractor must notify NAL and seek approval before ordering it.

11. The contractor will attempt to adjust all subscriptions, regardless of when placed during the calendar year, for an expiration date of December, and notify NAL of any additional costs this might incur.

12. The contractor will enter subscription payments for a one-year period unless multiple year payments are advantageous for purpose of economy and approved by NAL. Permission of the Contracting Officer's Representative must be obtained prior to entering any multiple year subscription payments.

13. The contractor will ensure that publications are set up under the correct account and ship to address as specified on the order submitted by NAL.

14. The contractor will promptly procure, in response to an NAL order, needed back issues or volumes from the publisher and bill the same on a piece by piece basis. If NAL indicates that a quote is necessary before delivery, the Contractor must notify the Contracting Officer's Representative of the price and ship the same upon confirmation that NAL needs the material at the quoted rate.

15. In response to NAL sample issue requests, the contractor will promptly procure for NAL one (1) issue, preferably the most recently published, for review by NAL selection staff. Orders for sample issues will be transmitted by NAL via the same mechanism as orders are placed. Tables of contents may be substituted if sample issues are not available.

16. The contractor will accept rush orders by telephone or email. Upon receipt of a NALs telephone call, email or fax requesting a rush order, the Contractor shall transmit the order to the publisher within 24 hours. When the publisher will not accept the order without prior payment, the Contractor shall send out such payment within that same 24-hour period.

ATTACHMENT 1 – Statement Work USDA – AG-3K06-S-10-0016 Page 5 of 17 17. The Contractor must notify NAL in writing regarding any orders for publications that are distributed without charge. If the publisher will not allow the Contractor to manage this no cost subscription for NAL, the Contractor must return the order to NAL so that NAL can order it directly from the publisher.

18. The contractor will honor special pricing offered to NAL by the publisher. Upon notification of any special pricing, the Contractor will charge only the discounted price.

19. Title pages, table of contents, annual or other indexes, and other materials normally supplied by the publisher at no added charge to a requesting subscriber, are to be supplied automatically by the Contractor at no additional charge.

20. The contractor will make every effort to add titles that NAL wishes to purchase that are not currently listed in the Contractor's bibliographic database/ title list. If this is not possible, the Contractor must return the order to NAL within one (1) month of when the order was placed, or within three (3) working days of contractor being notified that the title cannot be provided, unless the items were ordered "rush". Contractor must notify NAL within 48 hours of discovering that "rush" ordered materials are not available.

21. If the Contractor determines that the title is not sold on subscription, the Contractor must return the order to NAL, noting on the order that the item is not sold on subscription within one (1) month of when the order was placed or within three (3) working days of contractor being notified that the title cannot be provided.

22. Renewals:

A. The Contractor shall organize the subscription list into the format of an annual renewal listing, in both PDF and Excel spreadsheet format.

B. No later than June 1 of each year, the Contractor will provide a complete list of previously ordered subscriptions in PDF and Excel spreadsheet format.

C. NAL staff will review the renewal list, make necessary changes, and return it to the Contractor.

D. The Contractor shall reformat the renewal list, incorporating all changes, additions, and deletions, into a final confirmation list, and submit the confirmation list to NAL for its final approval.

E. Upon receipt of authorization to proceed from the COR and Contracting Officer, and receipt of the corrected annual renewal listing from NAL, the Contractor will process renewal lists of fewer than one hundred (100) titles within five (5) working days of receipt by the Contractor. Listings of one hundred (100) or more titles must be processed within thirty (30) working days of receipt.

F. If NAL does not return the list to the Contractor, subscriptions on the list will not be renewed. If no renewal instructions are provided for a given title, Contractor will contact NAL to confirm that the item should not be renewed.

ATTACHMENT 1 – Statement Work USDA – AG-3K06-S-10-0016 Page 6 of 17 G. Initial pre-order price quotes will contain estimates of costs for "bill later" items. In subsequent years, estimates of such continuations will be included on renewal lists to ensure funding availability is maintained. The Contractor shall supply, upon request and at no charge, a listing by title showing "bill later" titles billed versus those not yet billed.

H. The contractor will notify the Contracting Officer's Representative of price increases more than fifteen (15) percent in price preceding the subscription year.

I. The Contractor shall, at NAL's request, provide renewal lists that indicate expected inflation and price increase estimates for NAL's renewal list.

J. The renewal list shall be separated by each "ship to" address, and shall alphabetically list all subscription titles ordered or on record for NAL, unless NAL requests other sorts or formats. Renewal lists shall contain the following minimum information:

(1) Complete "Bill to" and "Ship to" address

- (2) Account number chargeable (including FEDLINK ID)
- (3) Title
- (4) ISSN

(5) Quantity

- (6) Subscription Period
- (7) New, Renewal, Subscription added, Transfer Renewal or Bill Later
- (8) Price: To contain latest known publishers' rates currently available
- (9) Service charge, if any
- (10) Frequency
- (11) Bibliographic status of those titles currently under review for renewal
- (12) All additional titles on record for NAL which may not be due for renewal
- (c) Late Renewals.
- (d) Back Issues.
- (e) Transfer Renewals.
- (f) Added Copy Subscriptions.
- (g) Special Orders.
- (h) Memberships.

Task B—Maintain/Manage/Control Subscriptions

Task B-Subtask 1-- Provide web access to subscription and account information

The Contractor must have an online serials management system accessible via the Internet that has, at a minimum, the following features:

- A. Ability to search Contractor's database of serial titles and NAL orders by:
 - 1. title and series
 - 2. ISSN
 - 3. Contractor-assigned NAL order or reference number
 - 4. Contractor reference number
 - 5. invoice number
 - 6. subscriber
 - 7. publisher
 - 8. order status

B. Ability for NAL designated staff to place, edit, and cancel orders online. Orders must be retrieved daily by the Contactor. E-mail confirmation must be sent to the Contracting Officer's Representative within three (3) working days.

C. Ability for NAL designated staff to place claims online. Claims must be retrieved daily by the Contractor.

- D. Ability for NAL designated staff to process/updated monthly claim reports online.
- E. Ability for NAL designated staff to renew online.
- F. Ability for NAL to generate reports on demand including:
 - 1. bibliographic/order information for each serial currently or previously ordered under the contract, including title, publisher, ISSN, frequency, price
 - 2. invoice payment information for all years the contract has been in place
 - 3. list of outstanding claims (by title) including current status and number of times claimed
 - 4. availability of alternative formats
 - 5. license terms for electronic journal subscriptions
 - 6. shipping information including list of issues supplied in current year's shipments and expected dates of future issue
 - 7. titles due for renewal

Task B—Subtask 2-- Claim unfilled orders and missing issues

The Contractor must assure that publishers supply the material for which payment has been rendered, as soon after publication as possible, or refund monies paid for those materials. If NAL places a claim for missed issues within the claim limit times set by the publisher but the Contractor misses the deadline, the Contractor must absorb the cost of purchasing these claimed issues for NAL or refunding NAL for the price of the missed issues.

- 1. Upon receipt of claim notices from NAL that expected issues have not been received, the Contractor must verify that the item is properly ordered and paid with the publisher and forward notice of non-receipt to the publisher together with documentation as to payment within three (3) working days from when NAL placed the claim.
- 2. Any responses from the publisher other than supply of material must be forwarded to NAL within three (3) working days of receipt at the Contractor's site.
- 3. The Contractor is required to make at least two follow-up requests when the publisher fails to respond to a claim. The first follow-up must be one month from NAL's original claim date. The second follow-up must be two months from NAL's original claim date.
- 4. NAL may require that the Contractor make telephone, fax or electronic mail message contact with publishers for urgently needed claimed materials.
- 5. The Contractor must be able to receive serial claims and respond to them in electronic data interchange (EDI) format authorized by Ex Libris[™] Group, Inc. for use in the Voyager Integrated Library system (ILS).

Ex Libris - USA Toll Free: 1 800 762 6300 info@exlibris-usa.com http://www.exlibrisgroup.com/category/Voyager

6. NAL retains the right to choose whether to use electronic claims and reports, or to communicate via optional print-based means offered by the Contractor, or a combination, e.g. transmitting claims to the Contractor electronically with periodic print reports for confirmation. The Contractor shall provide documentation on claims procedures/instructions, e.g. manuals, reference guides, web documents, etc.

Task B—Subtask 3--Process Quantity Changes and Cancellations

- Within three (3) working days of receipt of a copy change or cancellation order from NAL, the Contractor must notify the publisher of changes in the number of copies of a title which are required and of cancellations of previously placed orders. Change or cancellation notices must indicate the effective date/volume of the change. NOTE: NAL may request changes and cancellations at any time during the subscription period, within the limitations implemented by the publisher.
- 2. Upon cancellation of an order, the Contractor must immediately notify the publisher of NAL's intent to cancel and request a refund from the publisher for any unused portion of the subscription.

All cancellations shall be accomplished within five business days upon appropriate notification from NAL.

In those instances in which a refund has been requested due to timely cancellation of a subscription, the Contractor shall provide written evidence of his attempts to secure the refund for the government.

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Task B—Subtask 4--Process Title Changes

- The Contractor must notify NAL of title changes and frequency changes for subscribed titles via monthly reports. NAL shall notify Contractor of any title or frequency changes it discovers which have not yet been noted by the Contractor. Within five (5) days of receipt of such information, the Contractor must adjust the title entry in its online database.
- 2. The Contractor must notify NAL when two or more subscribed titles merge, and only maintain the merged subscription. The Contractor must notify NAL within five (5) working days of the new title number assigned to the merged title, and of any changes to subscription cost resulting from these changes.

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Task B—Subtask 5--Process Address Changes

NAL will notify Contractor of changes to Subscribers or Ship-To addresses by email. The Contractor must enter change of ship-to address within five (5) working days for less than five hundred (500) line items; listings of five hundred (500) or more changes of address must be completed in 30 working days.

The Contractor shall support multiple shipping addresses, domestic and foreign, under one billing address. Consignee addresses shall have the capacity for up to five (5) lines for each type of address, with each line up to 30 characters. The Contractor shall notify the publisher when Consignee changes of address occur.

Task B—Subtask 6-- Amend Duplicate issue problems

Upon notification from NAL of the receipt of duplicate issues, the Contractor must review orders and payments on file and contact the publisher to reconcile incorrect or duplicate entry of subscriptions.

Task B—Subtask 7—Obtain Replacements for defective or damaged Issues

- 1. The Contractor must obtain replacement copies of material found to be defective, damaged, or determined to have been lost in transit provided the loss is reported within thirty (30) calendar days.
- 2. If the publisher indicates that replacement issues are not available, the Contractor will request a refund for those issues and notify NAL within five (5) working days.

Task B—Subtask 8-- Provide Refunds

The Contractor will issue credit memos to refund in full all amounts refunded by the publishers for ceased or canceled subscriptions placed under this contract. These credit memos will be included in the next Monthly Invoice Summary Statement and deducted from the amount due for that month.

If no funds will be recovered under a cancellation, the Contractor will notify NAL in writing within five (5) working days. However, if funds are recovered they must be promptly credited to NAL and no administrative fee shall be charged.

Task B—Subtask 9-- <u>Provide and Ensure efficient communication between NAL,</u> <u>Contractor, and publishers</u>

- 1. The Contractor must designate a specific NAL service representative to be the primary contact person for all of NAL's subscription services contract activities.
- 2. All queries from NAL shall be directed to that individual or his/her designated backup.
- 3. NAL must be notified within five (5) working days if this NAL service representative will be changed.
- 4. Oral and written queries from the Contracting Officer's Representative must be responded to via email within three (3) working/ business days.

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Task C- Provide invoices and ensure timely and accurate payment and reimbursement

1) An invoice is the Contractor's bill or written request for payment under the delivery order for supplies delivered or services performed. The Contractor shall prepare invoices and submit them to NAL for review and processing. NAL will forward approved invoices to the National Finance Center for payment.

2) An invoice reflects individual items/services ordered by NAL in accordance with an authorized delivery order.

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

4) All proper invoices (except summary invoices) and all detailed usage reports shall include the information formatted as specified in items #13 and #14 below. Invoices that do not meet these specifications are defective and will be rejected and returned to the Contractor without payment.

5) Invoices for products/services that exceed the funding level authorized on the delivery order will be rejected for insufficient funds and returned to the Contractor without payment. Rejected invoices will be accompanied by a form indicating the reason for rejection. The Contractor shall promptly resubmit the invoice when the condition(s) causing the rejection have been corrected.

6) Individual invoices shall have unique numbers. Any invoice (including credit invoices) with a number that duplicates another invoice's number is defective and will be rejected.

7) The Contractor shall promptly resubmit a rejected invoice when the condition(s) causing the rejection have been corrected. The Contractor shall resubmit the original invoice and shall clearly identify that the invoice is a resubmission for payment.

8) The Contractor shall maintain complete records of all bibliographic and financial transactions of NAL for up to three years. The Contractor shall provide NAL immediate access to these records on demand.

9) The Contractor shall describe data available and methods for exchanging data electronically system to system, files ready for use by proprietary software/systems, and past experience in developing interfaces and data exchange with libraries and publishers.

10) The Contractor shall provide support to NAL in tracking funds obligated against the authorized funding level. The Contractor shall provide best estimates of possible outstanding supplemental and bill-later charges, to ensure funding authorization levels will not be exceeded.

11) NAL may request a report of estimated outstanding charges prior to the end of the fiscal year. NAL may instruct the Contractor to cancel outstanding orders, publisher permitting, to clear

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12) The Contractor shall be responsible for ensuring that all orders are completed and invoices issued within three years of the fiscal year in which the order or renewal is placed.

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13) Regular, Original, and Supplemental Invoices:

Contractor must provide NAL with an itemized individual invoice for each payment made on NAL's behalf by Contractor to Publishers.

A. The Contractor must submit copies of individual detailed invoices for each new order to:

DESIGNATION TO BE PROVIDED AT AWARD

- B. All invoices must contain:
 - 1. Contractor's name;
 - 2. unique invoice number;
 - 3. date; remittance address;
 - 4. government's purchase order number/ contract number;
 - 5. federal tax ID number; and
 - 6. name, title, phone number of official authorized to submit invoice.
- C. All invoicing must be in US dollars.

D. Upon request, the Contractor must supply supporting documentation (such as publisher's invoice or catalog) on the prices charged on any invoice.

- E. The Contractor must bill each subscription title as a single line item.
- F. Each line item must state:
 - 1. NAL order number,
 - 2. the serial title,
 - 3. the ISSN (if available),
 - 4. the number of copies,
 - 5. the subscription period or the volume or issue numbers covered by the charge,
 - 6. price in U.S. dollars,

G. The Contractor must supply detailed invoices in electronic data interchange (EDI) format authorized by Ex Libris[™] Group, Inc. for use in the Voyager Integrated Library System (ILS).

Ex Libris - USA Toll Free: 1 800 762 6300 info@exlibris-usa.com http://www.exlibrisgroup.com/category/Voyager

H. Detailed invoices must also be available in Portable Document Format (pdf) for download from the Contractor's server by NAL staff.

I. Annual subscription renewals may be invoiced in batches of no more than 50 line items per invoice.

14) Summary Invoice Statement Instructions

A. By the 15th of each month, the Contractor must simultaneously submit an original Monthly Invoice Summary Statement, in electronic format, for transactions dated in the previous month, to:

DESIGNATION TO BE PROVIDED AT AWARD

Contract Specialist Acquisition Branch, Maryland Section ARS, USDA 5601 Sunnyside Ave Beltsville, MD 20705-5116

And NAL Designee

TO BE PROVIDED AT AWARD 10301 Baltimore Ave. Beltsville, MD 20705

B. The Contractor's Monthly Invoice Summary Statement must list all individual invoices and credits received by Contractor and transmitted to NAL during the previous calendar month. It must contain the following information:

- 1. Contractor's name
- 2. Unique Monthly Invoice Summary Statement number
- 3. Date Monthly Invoice Summary Statement was prepared
- 4. remittance address
- 5. government's purchase order number/ contract number
- 6. federal tax ID number
- 7. name, title, and phone number of official authorized to submit invoice
- 8. List of invoices, by invoice number, for subscription charges billed during the previous calendar month
- 9. List of credits received for subscription charges previously billed
- 10. List charges for shipments, if not included in subscription price
- 11. Total amount due for the above items (8 10)

Technical Exhibit 1 - Performance Requirements Summary

AQL (Acceptable Quality Level) Table for Deliverables

The Contractor must meet the following AQLs:

Task	REQUIREMENT	AQL	MEASURE	OBSERVATION METHOD	DEDUCTION/CONSEQUENCE
Task A:3	Processing Subscription Orders	100%	Timeliness within 5 / 30 working days	Check of NAL's account on Contractor's website.	Payment of monthly summary invoice will be reduced by three (3) percent of the invoice total
Task A:4	Provide Order Acknowledgment	100%	Timeliness Within 3 working days	Receipt of e-mail from Contractor.	Payment of monthly summary invoice will be reduced by three (3) percent of the invoice total
Task A:14	Renewal Listings	100%	Timeliness within 5 / 30 working days	Random checks of NAL's account on Contractor's website.	Payment of monthly summary invoice will be reduced by three (3) percent of the invoice total
Task A:19	Rush Ordering	100%	Timeliness within 24 hours	Check of NAL's account on Contractor's website and receipt of order acknowledgment e-mail.	Payment of monthly summary invoice will be reduced by three (3) percent of the invoice total
Task B:3	Quantity changes & Cancellations	100%	Timeliness within 3 working days	Check of NAL's account on Contractor's website and acknowledgement by Contractor staff.	Payment of monthly summary invoice will be reduced by three (3) percent of the invoice total
Task B:4	Title Changes	100%	Timeliness within 5 working days	Check of NAL's account on Contractor's website.	Payment of monthly summary invoice will be reduced by three (3) percent of the invoice total
Task B:5	Address Changes	100%	Timeliness within 5/30 working days	Random checks of NAL's account on Contractor's website and acknowledgement by Contractor staff.	Payment of monthly summary invoice will be reduced by three (3) percent of the invoice total
Task B:2(1)	Forwarding Claims to Publishers	100%	Timeliness Within 3 working days	Random checks of NAL's account on Contractor's website.	Payment of monthly summary invoice will be reduced by three (3) percent of the invoice total
Task B:2(2, 3)	Notifying NAL of publisher's response to claims	100%	Timeliness Within 1/2 months	Claim reports sent to NAL	Payment of monthly summary invoice will be reduced by three (3) percent of the invoice total
Task B:9	Oral/Written Queries	100%	Timeliness within 2 working days	Written log/Email log of query dates and response dates.	Payment of monthly summary invoice will be reduced by three (3) percent of the invoice total
Task C:2	Monthly Summary Invoice Statement	100%	Timeliness (by 15 th) and accuracy	Comparison of Monthly Summary Invoice Statement to individual invoices	Payment of monthly summary invoice will be reduced by three (3) percent of the invoice total

1. Contractor shall acknowledge and perform on the level that meets the specific requirements listed in the AQL table.

ATTACHMENT 1 – Statement Work USDA – AG-3K06-S-10-0016 Page 16 of 17 2. Contractor shall incorporate his/her own inspection system that covers the required area listed in the AQL that identifies deficiencies in the quality of services required by each individual AQL listed.

3. In the case of unsatisfactory performance by contracting staff, the Contractor must provide NAL Contracting Officer's Representative a brief summary of corrective measures being taken within 48 hours after being notified of the deficiency.

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