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SECTION C - STATEMENT OF WORK

C.1. BACKGROUND.

- C.1.1. The FEDLINK PROGRAM.** The Federal Library and Information Network (FEDLINK) is a nationwide interagency consortium sponsored by the Library of Congress (LC or the Library) through its Federal Library and Information Center Committee (FLICC). FEDLINK offers federal libraries, information centers and other federal offices information retrieval and library support services to help them fulfill their crucial mission of keeping the Government and the nation informed. FEDLINK contracting for library services began in 1974 with a delegation of procurement authority (DPA) from the General Services Administration to LC. Both the Office of Management and Budget and the General Accounting Office encouraged the program's development and use by federal agencies. In many ways, FEDLINK's simplified contracting procedures and voluntary cooperative approach anticipated the federal procurement reforms of the 1990s. Although a DPA is no longer necessary for the program, the FEDLINK approach retains the benefits that come from centralization and experience.
- C.1.2. Statutory Authority for the Program.** As a federal revolving fund program authorized under the Library of Congress' Fiscal Operations Improvement Act, P.L. 106-481, section 103 (2 U.S.C. section 182c), the LC/FEDLINK program takes advantage of the Library of Congress' extensive knowledge of the information industry and library operations to establish contractual agreements for commercial library/information products and services and then makes these contracts available to other federal offices.
- C.1.3. Eligibility to Use LC/FEDLINK BOAs/Contracts.** LC/FEDLINK BOAs/Contracts are available to federal offices in the executive branch (including the armed forces), the legislative branch, the judicial branch, and to independent agencies. In addition, contractors to government agencies who are authorized by the terms of their agency contracts to use federal sources of supply are able to purchase through FEDLINK. Although LC/FEDLINK contracts meet the standards demanded by librarians and other information professionals, LC/FEDLINK users are not limited to libraries. Legal offices, laboratories and information centers, analyst, scientist and other end-users in federal agencies may acquire their electronic and print publications through FEDLINK. The federal agencies that are users of the LC/FEDLINK contracts are known as "members" of the FEDLINK cooperative.
- C.1.4. FEDLINK Contracts.** In FY03 federal offices bought more than \$95 million in commercial off-the-shelf information services through FEDLINK. LC/FEDLINK contractual agreements are established through formal procurement processes that meet the requirements of the Federal Acquisition Regulation (FAR). The program's broad range of contracts includes: access to electronic databases and other publications; document delivery; subscription services for periodicals, newspapers, and other serials; acquisition of print materials from book wholesalers and publishers; and membership in bibliographic utilities (for cataloging, resource sharing, interlibrary loan, and reference services). FEDLINK thus offers its 1,000 participating member organizations "one stop shopping" for their information and library support requirements. By using the FEDLINK program, agencies with little experience with the information industry can take advantage of LC's expertise and save considerable time and expense in purchasing print and electronic publications and library services.
- C.1.5. FEDLINK Services.** FEDLINK also provides fiscal support to members of the cooperative. When establishing an interagency agreement (IAG) with LC to use FEDLINK services, the member agency may choose to transfer funds to LC to pay invoices for services ordered through the IAG. Under this "transfer pay" option, the contractor sends invoices to FEDLINK, where FEDLINK Fiscal Operations (FFO) staff examine them, pay the contractor electronically, and send the member a statement of account with copies of the paid contractor invoices. With transfer pay, the contractor only has to deal with one financial office and the member is relieved of the invoice processing workload. Alternately, members may choose a direct invoice/payment relationship with contractors. Terms for the transfer pay or direct pay options, information on delivery order/contracts and invoice procedures are described in Section G of this document.

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C.1.6. Qualifying Contractors. Contractors who qualify for the FEDLINK program will be those who demonstrate a thorough understanding of the technical requirements of the serial subscription services described herein; who have the required experience and facilities to provide efficient, quality services, whose past performance demonstrate reliability, business stability, and professionalism; and whose prices represent cost savings for the Government and the FEDLINK membership.

C.2 SCOPE OF WORK

This solicitation is for the acquisition of serial subscription services for FEDLINK member agencies. Under these Agreements, the government is not obligated to order, nor the Vendor to furnish, any products and services. However, issuance and acceptance of an order does constitute a binding agreement between the parties, subject to the terms of the order and the BOA.

Approximately 85% of subscriptions placed by the Customers will be renewal subscriptions. The Vendor shall furnish all qualified personnel, facilities, and supplies for the placement of new and renewal subscriptions to single or multiple addresses for domestic and foreign serials and periodicals published in paper and other formats, and for related services. Products and services purchased under this solicitation shall only be for official Government use.

C.3 GENERAL REQUIREMENTS

This solicitation is for a Basic Ordering Agreement (BOA). The Library anticipates issuing multiple BOAs. A BOA will allow for the issuance of delivery orders for subscriptions in all media, and related services and supplies.

C.3.1. Serial Subscription Services. The solicitation is divided into three lots. Vendors must qualify under Lot 1 in order to provide services under Lot 2 and/or Lot 3. The three lots are:

Lot 1 - Basic Subscription Service.

Lot 2 - Optional Support Services.

Lot 3 - Optional Specialized Electronic Access Services.

C.3.1.1. Lot 1 - Basic Subscription Service. Vendors shall provide basic subscription services that would include all of the tasks necessary to execute and manage orders for new and renewal subscriptions to serial publications. These tasks fall into the following four critical areas, described in detail elsewhere in the solicitation:

- (1) Ordering subscriptions;
- (2) Serving as the member'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.

C.3.1.2. Lot 2 - Optional Support Services. Vendors may provide optional support to cover a range of serials subscription-related products and services to the libraries, in addition to basic subscription order and renewal services described under Lot 1.

C.3.1.3. Lot 3 - Optional Specialized Electronic Access Services. Vendors who offer access to electronic publications (e-journals) may offer related systems for managing access to electronic subscriptions and articles via the Web. Vendors may also provide such electronic services as ILS integration services, links resolution and management, access to and management of information about customers' licenses, special customized collection reports, etc. (Subscriptions to journals in electronic and all other formats are a basic subscription service required by Lot 1). Because electronic publication of serials and access to them are in various stages of development within the industry, Vendors are not required to provide these services in order to qualify under the basic FEDLINK BOA. However, if a member library requires one or more of the electronic access services, a Vendor that does not provide those services will not qualify for that particular Customer's procurement.

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C.3.1.4. Pre-Order Price Quotations.

C.3.1.4.1. Subscription List for Quotation Purposes. The first time a Customer requests subscription services under this BOA, they must provide a representative list of subscriptions to be ordered or renewed, and the associated "ship to" addresses. Vendors are required to provide current customers a subscription list for new competitions as described in Library Management Reports.

C.3.1.4.2. Requests for Quotation (RFQs). After receiving an RFQ for subscriptions, the Vendor may supply price quotations for new and renewal titles, as described in G.3.3 -FEDLINK Delivery Orders. Vendors are not required to respond to each Request for Quotation (RFQ) received under this Agreement. Price quotes are to be based on the publisher price at the time of the quote. Estimates for "bill later" items will be included. Service fee percent and volume discounts will be binding as quoted. If publishers prices change before firm orders are placed, invoiced, or item is published, the actual prices charged to the Customer may reflect those changes insofar as it reflects industry standard practice.

C.3.1.4.3. Changes to List

If the Customer changes a title mix after the quote is accepted and the change affects the Vendor's service fee, the changed list must undergo pre-order competition again.

C.3.1.4.4. Equal Low Bids. In general conformance with FAR 14.408-6, the following criteria shall be used for individual RFQ requirements when equal low bids are received;

- a. Subscription fulfillment rate.
- b. Small business concerns that are also labor surplus area concerns.
- c. Other small business concerns.
- d. Other business concerns.

C.3.1.4.4.1. If two or more bidders still remain equally eligible after application of items (a) through (d) above, award shall be made by a drawing by lot limited to those bidders. If time permits, the bidders involved shall be given an opportunity to attend the drawing. The drawing shall be witnessed by at least three persons, and the contract fill shall contain the names and address of the witnesses and the person supervising the drawing.

C.3.1.4.4.2. When an award is to be made by using the priorities under FAR 14.408-6, the contracting officer shall include a written agreement in the contract that the contractor will perform, or cause to be performed, the contract in accordance with the circumstances justifying the priority used to break the tie or select bids for a drawing by lot.

C.3.2. Summary of Contracting Process

C.3.2.1. Process for award of a Basic Ordering Agreement (BOA)

- a. FEDLINK issues a Request for Proposals (RFP) for the award of single or multiple Agreements for subscription and related services.
- b. Vendors respond to the RFP with proposals in accordance with the Statement of Work and the Solicitation provisions.
- c. FEDLINK performs Cost and Technical Evaluations and Financial Responsibility Determination. Competitive range will be determined and award(s) may be made with or without negotiations.
- d. FEDLINK awards a Basic Ordering Agreement (BOA) to qualifying Vendors.

C.3.2.2. Pre-Order Competition

C.3.2.2.1. Customers provide preliminary requirements to FEDLINK or local contracting office.

C.3.2.2.2. Request for Quotation (RFQ) issued to all Vendor(s) who have been issued BOAs under C.3.2.1.

C.3.2.2.3. Vendors may respond with Quote in accordance to the terms of the Request for Quotation.

C.3.2.2.4. Quotes are evaluated in accordance with the terms of the RFQ.

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C.3.2.2.5. Vendor(s) are notified that they are selected for an order.

C.3.2.2.6. Upon receipt of funding, not to exceed (NTE) orders are issued to the recommended Vendor(s) whose Quotation is judged as the best value to the Government.

C.3.2.2.7. Final arrangements as to the final subscription lists and other services/supplies required and any other specific terms are arranged between the Vendor and the Customer.

C.3.2.3. Instructions for Proposals. Instructions detailing the format for the proposal is given in **Section L Instructions, Conditions and Notices to Offerors**. The contractor shall demonstrate an understanding of the technical requirements of the three lots and the capability to effectively provide the services. Contractors may supply sample materials (catalogs, management reports, invoices, etc.) to illustrate the narrative description of their services required by Section L, but shall not submit such materials in lieu of narrative description. All invoice information, prices, and payments shall be in US dollars.

C.3.2.4. Definitions. As used in this solicitation and BOAs established hereunder:

"Agency" means any federal library, information center or U.S. Government entity that qualifies for service with FEDLINK.

"Back Orders" are orders that could not be filled by the supplier when originally placed, but is kept on file pending availability of the material.

"Bill Laters" are a type of continuation in which a vendor does not bill a library customer until the publisher has confirmed the price and/or availability of the item or items.

"Customer" means a member who has or is requesting a current contract with the Vendor to provide serials subscription services.

"Consignee" means the location to which items are shipped; also known as the "ship-to" address.

"Licensing" refers to terms and conditions required by the owners of proprietary systems, software or intellectual property regarding the terms of its use.

"Member" means an agency with a current interagency agreement with the Library, to use the LC/FEDLINK contracts and other services.

"Publisher Price" 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.

"Serial" as used in the field of library science and in this solicitation, 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).

"Subscription" 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 Vendor must place and service it for the life of the subscription plus three months.

"Transfer Renewal" means the transferal of serial subscription renewal to a different serial subscription agent.

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"Vendor" or "contractor" means the organization providing serial subscription services to agencies, also known as a "serials subscription agent," "subscription agent," "serials agent," "intermediary," or "aggregator."

Definitions of additional terminology that relates to serials acquisition may be found in the *Serials Acquisitions Glossary* of the American Library Association.

C.3.3. Initial Service Year.

Orders should not be placed based on the RFQ list unless the Customer specifically instructs the Vendor in writing to do so. The Vendor shall organize and format the pre-order price quotation list into a final annual renewal list and forward it to the Customer for review, as described in C.4.1.4, "Subscription Ordering Support Services." The Customer may waive this option in writing. The Customer has the right to make changes to the list prior to order placement. If the Vendor places orders based on the pre-order price quotation list without a Customer waiver, the Customer may cancel any titles they don't want and will not be responsible for charges the publisher will not refund to the Vendor.

C.4. SPECIFIC REQUIREMENTS

C.4.1. LOT ONE - BASIC SUBSCRIPTION ORDER AND RENEWAL SERVICES.

Vendors must provide subscription services for all subscriptions in all media generally available via agents from foreign and domestic publishers, if the ordering customer can supply sufficient publication information. Ongoing subscription services shall include the following:

- (a) New Subscriptions.
- (b) Renewals.
- (c) Late Renewals.
- (d) Back Issues.
- (e) Transfer Renewals.
- (f) Added Copy Subscriptions.
- (g) Special Orders.
- (h) Memberships.
- (I) Claiming.

C.4.1.1. Best Price Available to the Government. Government Customers may be eligible for certain discounts offered by the publishers to that type of customer. If so, the Customer must be charged the lowest of the available prices. The service fee or discount offered by the Vendor shall be applied to this actual subscription price paid by the Customer. The service charge shall be applied to debit invoices only. No administrative charges are to be applied to credit invoices.

C.4.1.2. Subscription Periods.

C.4.1.2.1. Establish Subscription Period. The Vendor is required to place subscriptions at any time during the year unless prohibited by the publisher. If Customers require a common expiration date, the Vendor will assist in prorating the price if allowed by the Publisher.

C.4.1.2.2. Multi-Year Subscriptions. The Vendor must be able to provide one-, two-, or three-year subscriptions to take advantage of reduced multi-year rates (when available), as well as to offer staggered ordering of multi-year subscriptions.

C.4.1.2.3. Servicing the Subscription. The Vendor shall provide administrative services for each subscription until three months after its expiration, i.e. the publication of the last issue covered by that subscription period.

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C.4.1.3. Order Placement. The Vendor shall place all new and renewal orders with publishers within five working days after receipt of Delivery/Purchase Order or receipt of the reviewed title list, whichever is later. Delays are allowed only by prior written agreement. If Vendors have agreements with Publishers that establish terms for batching orders and/or payments, then the orders must be entered and confirmed within the original five-day period. A list of such Vendor/publisher agreements must be submitted with the proposal to FEDLINK. This list will remain confidential. CS/FEDLINK reserves the right to request proof of newly negotiated agreements during the term of this BOA.

C.4.1.3.1. Initial Title List. Once the Vendor is selected in the pre-order competition, the Vendor will provide the Customer with a newly formatted subscription list, unless the Customer specifically waives the option. The Vendor shall organize the list into the format of an annual renewal listing, as specified below (C.4.1.3.5). The Vendor shall provide the renewal list to the Customer within twenty calendar days of (i) receipt of authorization to order in the initial year, or (ii) receipt of the initial list in subsequent years.

C.4.1.3.2. Confirmation List. The Customer will review the renewal list, make necessary changes, and return it to the Vendor. The Vendor shall reformat the renewal list, incorporating all changes, additions, and deletions, into a final confirmation list, and submit the confirmation list to the Customer for its final approval.

C.4.1.3.3. Final List. The Customer will review the confirmation list for accuracy, make any editing or other changes, and forward the confirmation list to the Vendor as the final title list. The Customer may elect to waive the final confirmation list review, i.e. the second review.

C.4.1.3.4. Subscription Title Lists. The Vendor shall be able to provide a review list as described below, in electronic format, at a minimum in an ASCII comma delimited file. The agency may choose to receive either or both electronic or print formats. The Vendor may propose other applications formats which the Agency may, at its discretion, choose instead, e.g. spread sheets, word processing files, database management or other formats ready for proprietary software.

C.4.1.3.5. Title List Data. The renewal list shall be separated by each "ship to" address, shall alphabetically list all subscription titles ordered or on record for that consignee, unless the agency request 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 based on Agency Data
- (7) New, Renewal, Subscription added, Transfer Renewal or Bill Later
- (8) Price: To contain latest known publishers' rates currently available
- (9) Service charge
- (10) Frequency
- (11) Bibliographic status of those titles currently under review for renewal
- (12) All additional titles which may not be due for renewal, but which are on record for a specific consignee
- (13) Renewal documentation; to contain an 80 character capacity local information field or fields for the storing of unique data for each title (e.g. internal fund accounting, subject identification, agency assigned numbers, etc.)

C.4.1.3.6. Rush Orders. Upon receipt of a Customers telephone call, email or fax requesting a rush order, the Vendor shall transmit the order to the publisher within 24 hours. When the publisher will not accept the order without prior payment, the Vendor shall send out such payment within that same 24-hour period.

C.4.1.3.7. Costs In Excess of Authorized Funding Level. If the cost of the renewal list titles exceeds the authorized funding level, the Vendor must notify the Customer within three working days of discovery and provide information on all price and availability changes. The Customer will direct the Vendor to either;

- a) Stop the order process until the Customer provides modified instructions for all titles not yet ordered, or

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b) Continue placing orders for all titles except those found to exceed the most recently quoted price.

After receiving instructions from the Customer, the Vendor has five working days to place the modified orders. Clarification of the Customer's preferences concerning this process should be determined before any orders are placed.

C.4.1.3.8. Changes from Customer Order to Vendor Order. For basic renewal orders originally placed by the Customer and transferred to the Vendor for renewal, the Vendor shall notify the publisher in writing of the change of billing status.

C.4.1.3.9. Basic Renewal Service in Option Years - Unless otherwise agreed to in writing between the Vendor and Customer, within 120 days or a mutually agreed upon date prior to subscription expirations the Vendor will provide a complete list of previously ordered subscriptions as indicated in Section C.3.3. The Customer will make changes to the list and will return it to the Vendor for renewal/order. Upon receipt of authorization to proceed from a contracting officer, as described in G.3.3. and G.4.3., and receipt of the corrected annual renewal listing, the Vendor will place the orders/renewals within five working days. If the Customer does not return the list to the Vendor, subscriptions on the list will not be renewed. The preferred method of transmittal of this list between the parties is through electronic means.

C.4.1.4. Subscription Ordering Support Services. In support of basic subscription order and renewal services, the Vendor shall perform the following services and provide products as described below.

C.4.1.4.1. Electronic Ordering System. The Vendor shall provide an electronic ordering system for new and renewal subscriptions (Internet, client, FTP, etc.), that, at a minimum, includes the following features:

(a) Ability to search by:

- Title or series
- ISSN
- Account number or FEDLINK ID
- Vendor reference number

(b) Display features:

- Bibliographic/order information for each serial title including title, publisher, ISSN, frequency,
- price
- Invoice payment information for, at a minimum, the current and previous year
- List of outstanding claims (by title) including current status and number of times claimed
- Shipping information including list of issues supplied in current year's shipment and expected
- dates of future issues

The Vendor shall provide the ability to search the Vendor's database to determine availability and cost prior to placement of an order and provide database system training and/or documentation at no cost to the library.

C.4.1.4.2. Monthly Status Report. The Vendor shall furnish a monthly report regarding the status of each *unresolved* title order.

C.4.1.4.3. Unavailable Titles. If publications are only available through a direct order arrangement, or are discontinued, suspended, are otherwise unavailable or have had a title change, the Vendor shall notify the Customer by the time of invoicing.

C.4.1.4.4. Continuations or "Bill Later" Items. 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 Vendor shall supply, upon request and at no charge, a listing by title showing "bill later" titles billed versus those not yet billed.

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C.4.1.4.5. Membership Entitlements. The Vendor shall provide a written summary of all publications and/or material received through memberships, i.e., title, frequency, quantity of each publication, and special membership benefits.

C.4.1.4.6. Payment to Publishers. The Vendor must have the financial capability to prepay publishers for serials subscriptions. This will be reviewed during the proposal process and may be reviewed during the life of the BOA. Failure to maintain adequate financial responsibility may disqualify the Vendor for placement of orders under this BOA.

C.4.1.4.7. (a) Advance Payment. The Vendor shall pay all regular subscription orders in advance, prior to submission of the first customer invoice. The Vendor must certify pre-payment to the publisher on all invoices. Upon request, the Vendor shall provide to the customer agency and/or FEDLINK proof of payment of any order invoiced. Requests for exceptions due to prior arrangements with publishers must be submitted to LC/CS in advance. LC retains the right to require detailed information about the content of such arrangements subject to confidentiality.

C.4.1.4.8. (b) Adjustments. The Vendor shall make additional payments as necessary and be required to adjust for unforeseen contingencies, such as currency fluctuations, additional volumes, etc., as specified below.

C.4.1.4.9. Government Audit of Vendor Records. The Vendor shall maintain complete records of all bibliographic and financial transactions of each Customer for up to three years. The Vendor shall provide, to the Customer and LC, immediate access to these records on demand. LC reserves the right to audit the transaction records.

C.4.1.4.10. Account Management. The Vendor shall provide support to the customer agency in tracking funds obligated against the authorized funding level. The Vendor shall provide best estimates of possible outstanding supplemental and bill-later charges, to ensure funding authorization levels will not be exceeded. The agency may request a report of estimated outstanding charges prior to the end of the fiscal year. The agency may instruct the Vendor to cancel outstanding orders, publisher permitting, to clear obligations against prior fiscal years, or to clear funds for reobligation within the current fiscal year. The Vendor 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. The Vendor shall cooperate with FEDLINK for customers using either Transfer Pay or Direct Pay account options. The Vendor shall report foreign and domestic pricing trends at least annually. The Vendor shall, at the customer agency's request, provide renewal lists that indicate expected inflation and price increase estimates for the agency's renewal list.

C.4.1.4.11. Ongoing Subscription Services. In addition to renewal listings, subscription services encompass items ordered throughout the year. Such subscription order requests shall be submitted by agency authorized persons and forwarded to the Vendor for placement with the publisher for the subscription period indicated, subject to the terms of this BOA and individual customer fees and terms as established in the RFQ process. Reports of confirmed orders will contain the same information as the renewal lists, plus IAG number, Delivery Order number, MIPR, or Purchase order number.

C.4.1.4.12. Not Included in the Basic Subscription Price. The Vendor shall be responsible for facilitating delivery of all material published within a given subscription year. The Vendor shall notify each Customer of special issues, indexes, and unnumbered supplements not included in the basic subscription price. These items shall be made available to the Customers by special order under this Agreement at the publisher's price and firm fixed service fee percent, with no additional charges, other than any handling and transportation costs charged to the Vendor by the publisher.

C.4.1.4.13. No Charge Materials. 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 Vendor at no additional charge.

C.4.1.4.14. Sample Copies. The Vendor shall request sample copies of a serial when requested to do so by the Agency.

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C.4.1.4.15. Back Issues. Upon request from the agency, the Vendor shall acquire back issues of a title for up to one year prior to the date of the current volume, if the title exists.

C.4.1.4.16. Information Bulletins. The Vendor shall provide, at no cost and at least quarterly, an information bulletin updating the latest known information on various serial titles.

C.4.1.4.17. Catalog. Vendor shall provide an annual catalog of titles available. The catalog may be available to the customer electronically and in print format, e.g. via Internet, at no additional charge to the agency. The Customer retains the right to request print copies of catalog information for cataloged titles of particular interest. The catalogs shall have as a minimum the following information:

- (a) Titles
- (b) ISSN
- (c) Cost
- (d) Frequency
- (e) Enumeration
- (f) Title changes, with cross references
- (g) Documented constraints

C.4.1.4.18. Publishers' Prices. The Vendor shall supply on demand publishers invoices or other documentation acceptable to the Customer to verify subscription costs charged the government. The Vendor shall automatically notify Customers of any serial title increase of 25% or more.

C.4.1.5. Administrative Services. The Vendor shall provide the following administrative services to support subscription ordering services:

C.4.1.5.1. Personal Representative. The Vendor shall assign a representative by name who is familiar with the terms of this BOA and the needs of federal libraries and information centers to provide personalized in-house assistance (via toll free or local telephone number and email) for each account and who can provide support in account transition from the incumbent and account claims resolution. The representative shall respond to all inquiries within one business day.

C.4.1.6. Claims for Missing, Defective or Mutilated Issues.

The Vendor shall act as the contact point for the agency in obtaining from the publisher replacement copies of periodicals found to be defective, mutilated, lost in transit, or otherwise missing, provided the loss is reported within sixty calendar days. The Vendor shall handle claims for any subscription for up to three months after the termination date of the subscription.

C.4.1.6.1. Electronic Claims. The Vendor shall offer electronic claims services. The agency retains the right to choose whether to use electronic claims and reports, or to communicate via optional print-based means offered by the Vendor, or a combination, e.g. transmitting claims to the Vendor electronically with periodic print reports for confirmation. Documentation on claims procedures/instructions shall be provided, e.g. manuals, reference guides, web documents, etc.

C.4.1.6.2. Time frame. The Vendor shall place all claims with the publisher within a minimum of five working days after receipt. In addition, the Vendor shall accept rush claims electronically, by telephone and fax and process them in fewer than five working days.

C.4.1.6.3. Claim Information. The claim notice sent from the Vendor to the publisher shall include the following information:

- (1) Title being claimed
- (2) Specific issues
- (3) Date of Vendor's order to publisher
- (4) Order period
- (5) Amount paid
- (6) Proof of payment (complete check information)
- (7) Change of address, if any

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C.4.1.6.4. Claim List. A list of claims, which have been made, shall be furnished as indicated under C.4.1.9.4.2., Library Management Reports, Claims Lists .

C.4.1.7. Cancellations and Refunds.

All cancellations shall be accomplished within five business days upon appropriate notification from the Customer. If no funds will be recovered under a cancellation, the Vendor will notify the Customer. However, if funds are recovered they must be promptly credited to the Customer and no administrative fee shall be charged.

C.4.1.7.1. For Lost Periodicals, Replacements, and Discontinuance of Publication. In the case where replacement is unavailable and refunds are offered instead, the Vendor shall make a refund in full of all amounts refunded by the publishers.

C.4.1.7.2. Due to Cancellation. In those instances in which a refund has been requested due to timely cancellation of a subscription, the Vendor shall provide written evidence of his attempts to secure the refund for the government.

C.4.1.7.3. Duplicate Issues. At the request of the agency, the Vendor shall deal directly with the publisher in correcting duplicate issue errors.

C.4.1.8. Addresses.

C.4.1.8.1. Bill to and Ship to Addresses. The Vendor 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.

C.4.1.8.2. Change of Address. The Vendor shall notify the publisher when Consignee changes of address occur.

C.4.1.9. Library Management Reports.

C.4.1.9.1. Specifications. At no additional charge and on demand, the Vendor shall provide listings containing all or part of the following information as specified by the Customer:

- (a) Title
- (b) Ship-to address
- (c) Invoice-item number
- (d) FEDLINK ID and (IAG number, Delivery Order number, MIPR, or Purchase Order number)
- (e) Subscription period
- (f) Quantity
- (g) Frequency
- (h) Price with adjustments and estimates
- (I) Volume
- (j) ISSN
- (k) Local information lines: These reports shall be able to capture the stored local information category, (i.e., internal fund accounting, subject identification, agency assigned number, etc.) in fields which equal a minimum of 100 characters on the report. At least one field shall be provided for local financial data which can also appear on invoices; at least one which can be associated with each ship to address; one or more fields with a total of at least 80 characters which can be associated with each title.

C.4.1.9.2. Sorting. In addition, the Vendor will have the capability of sorting, subtotaling, and re-totaling the reports by any of the above included fields of information, and shall allow for the application of a service charge determined by the requested sort criteria.

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C.4.1.9.3. Medium. The Vendor shall provide reports in electronic format, at a minimum, in ASCII comma delimited format, with optional print delivery of reports. The customer agency retains the right to choose which format to receive. The Vendor may offer other electronic formats, including but not limited to files containing report data, or access to data and programs for producing reports from Vendor systems.

C.4.1.9.4. Minimum Required Reports. At a minimum, the Vendor shall provide the following reports at no charge:

C.4.1.9.4.1. Financial Summary Report. The Vendor shall provide a listing on demand by government fiscal year of all Vendor instigated credit or debit invoices to the agencies for services provided. This report shall include invoice number, dollar amount, and service charge amount.

C.4.1.9.4.2. Claims Lists. The Vendor shall provide to the agency an annual, quarterly, or monthly listing of all outstanding claims and any responses received from the publishers unless the Customer waives this service. The report shall include publisher's claims time limits. If an additional claim is required for an item appearing on the report, the report itself may be used as a reclamation document by the Customer.

C.4.1.9.4.3. Subscription Status Information. Monthly, or upon demand, the Vendor shall notify the Customer in writing of any irregularity or change in status, such as: bill later, non cancelable, slow, irregular, discontinued, order direct, split title, not due for renewal at this time, period restricted, establishing contact with publisher, temporarily suspended publication, foreign title, estimated price, and price increased since last billing published price, etc.

C.4.1.9.4.4. Ship-to List. The Vendor shall provide, on demand, a listing of all Customer consignees and their complete addresses.

C.4.1.9.4.5. RFQ List. On demand, the Vendor shall provide a list of current subscriptions to be used for requests for quotations. The list shall contain information as described in Section C.4.1.3.5, excluding Price. The report shall be available in electronic format, at a minimum as an ASCII comma delimited file, with the print option available by request only.

C.4.1.9.4.6. Courtesy Invoice Data. The Vendor shall supply the customer agency with, at a minimum, one additional copy of invoices or electronic invoice data to a point of contact in addition to the copy sent to the financial center for payment, e.g. to the customer library in addition to the FEDLINK or Customer's Fiscal Office.

C.4.1.9.4.7. Additional Reports. Additional Reports and Electronic data shall be made available under Lot 2, Optional Services. Examples of such reports/data include but are not limited to electronic files of catalog data in MARC format, local or consortial holdings data, data related to usage of electronic services.

C.4.1.10. Licenses. All License agreements will be between the Customers and the Vendors or Publishers. However, the Federal Government requires certain terms and conditions in their license agreements that may conflict with some standard commercial practices. Section H contains sample language that complies with federal requirements, a sample license, and further explanation of suggested best practices.

C.4.2. LOT 2 - OPTIONAL SERVICES

Customers may require and Vendors may offer the following:

C.4.2.1. Pricing Alternatives.

C.4.2.1.1. Fixed Price Invoicing. The Vendor shall offer a fixed price for any given subscription or list of subscriptions and shall invoice at that price regardless of publisher action. The fixed price may be offered as a percentage of the publisher price and/or a flat fee per title.

C.4.2.1.2. Publisher's Price Plus Flat Fee Per Title. The Vendor shall offer a flat fee per title added to the Vendor's cost for the title, including discounts received by the Vendor from the publisher.

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C.4.2.2. Average Price Index Report. The Vendor shall provide an average price index report to each customer covering a three-year period for all subscriptions. On demand, this report shall be arranged for each consignee by ship-to address and alphabetically by title or by subject identification. All price data shall be accessed directly from each ship-to file.

C.4.2.3. Journal Check-In. Each ship-to address has the option to have subscriptions sent to the Vendor for check-in, physical inspection, or other services, and then reshipped to the consignee. Vendor shall provide a description of check-in services offered and make the description available on demand to potential customer agencies under this BOA. Customers shall specify check-in requirements for individual ship-to addresses, in addition to the recording of receipt, such as number of ship-to addresses; physical inspection; reshipment; claiming; security tapes; bar coding; property stamps; packing slips; route slips; special packaging, labeling or other processing requirements; check-in reports or data; preference regarding local check-in system.

C.4.2.4. Check-in Labels. The Vendor shall provide, on demand, a listing containing title, publisher address, payment information, quantity, frequency, and period required for claims information. This information shall be available, on non setting adhesive labels, for integration into the agency's Kardex file.

C.4.2.5. Missing Issues. The Vendor will provide missing issues from a storehouse of collected issues, or access to information about available issues to replace those that the customer is missing. Individual customer requirements shall specify if fulfillment of a large number of missing issues is anticipated.

C.4.2.6. MARC Serials Record Data. The Vendor shall provide electronic files of catalog data in MARC format, local or consortia holdings data, for loading into customer's local system. The Vendor shall have the ability to provide stable and accurate URLs either in title list format or included in the 856 field of the MARC record.

C.4.2.7. Additional Reports. The Vendor shall describe additional available reports, if any, that have not already been included in Lot 1. Include data available in electronic format, in addition to MARC records, and the formats in which the data is available. Complex data exchange, such as the ability to accept and provide electronic claims data from/to ILS systems is provided under Lot 3, Specialized Electronic Access Services.

C.4.3. LOT 3 - SPECIALIZED ELECTRONIC ACCESS SERVICES.

Vendors who offer subscription services under Lot 1 may also offer Web-based access to electronic journals and articles, other software and interfaces to manage access, and collection development or control of electronic text. (Online and CD electronic journal subscriptions are covered under Lot 1 as are subscriptions to serials in print, microform and other media.) The Vendor shall provide customer specific solutions to ordering, access, and maintenance of e-journals. The Vendor may provide for access to an archive or back issues of the electronic journals, by maintaining the files centrally or allowing the subscriber the option to retain an archival copy locally. License terms for use, redistribution, etc. of e-journals materials shall be developed for FEDLINK customers as described in Section H.7. Any assistance offered by a subscription agent regarding licensing would be offered under Lot 3. Services offered under Lot 3 may include but are not limited to:

C.4.3.1. Web Access Tools - ability to order, renew, claim, and invoice via the Web, access to electronic titles including pricing, frequency, publisher information, publisher claiming restrictions, title-specific news, access to order history and claims status, and the ability to search for missing issues and get replacements online.

C.4.3.2. ILS Interfaces - integration of electronic data (EDI, vendor proprietary data, etc.) into local databases/software systems. The Vendor 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.

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C.4.3.3. E-journal Support - management of electronic publication subscriptions, licenses, links, user authorizations and usage data, customized access or file groupings for individual or consortium customers, collection assessment and collection development reports.

Pricing formulas should be predefined where possible. Fair and reasonable customer specific offerings may be negotiated on an individual basis by LC/FEDLINK, either for individual customer or for consortia.

Lot 3 covers electronic and Web-based interactive tools for electronic publications access and management. FEDLINK contracts for Electronic Information Retrieval Services cover offerings by companies providing access to electronic data that do not offer general subscription services to a wide range of serial publications in print and other media.

C.5. PERFORMANCE PERIOD

This Solicitation is for a Basic Ordering Agreement (BOA) containing a base year and option years. All orders under the resulting Agreement will contain options for the same period of time as the Basic Ordering Agreements. If the Library exercises option years for the overall FEDLINK Agreement, transfer pay Customers may exercise option years with their previously selected Vendors. Direct Pay agencies are invited to exercise option years for their orders, but must abide by their local procurement policy in so doing.

C.6. ADDITIONAL VENDOR INFORMATION

C.6.1. Vendor Quotation. Price quotes will indicate publisher's list price, service fee, and any volume discount. While publisher's price must be indicated, service fee and volume discount may be shown as a single percent and a single volume discount for the entire renewal list, with the total for the quote supplied. When estimated price orders are subsequently accepted, fee and discount percent quoted must be met or bettered, but it is understood that the publisher's list price may change between the time the quote is made and the order is placed.

C.6.2. Vendor Selection. The Customer's account will subsequently be awarded to that Vendor able to provide the required services and titles for the lowest overall price while meeting the agency's requirements for service. Cost to the government resulting from a change of Vendor shall be considered in the evaluation in addition to past performance, fulfillment rate and other factors related to the Customer's special requirements.

C.6.3. Multiple Vendors. Customers may establish accounts with multiple vendors. In those instances, the RFQ will indicate the member's intention. Separate lists will identify each requirement and the vendors shall provide separate quotes for each. A vendor may choose to quote one list and not another. The government will determine the awards such that the combined awards are in best interest of the government. One list cannot be submitted for quotations and then divided for business.

C.7. PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will be held at the Library of Congress, John Adams Building, LA 218. The pre-proposal conference will be held at 10:00 A.M., on Friday April 2, 2004.