Request for Proposal
For:
Fulfillment Initiative

ABA Publishing
March 1, 2019

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Bid Timetable

The ABA will make every effort to adhere to the following schedule:

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<th>Activity</th>
<th>Responsibility</th>
<th>Date</th>
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<tr>
<td>RFP distributed via e-mail to selected bidders</td>
<td>ABA</td>
<td>March 1, 2019</td>
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<tr>
<td>Deadline for unsolicited bidders who located this RFP on the ABA website to submit qualifying information</td>
<td>Unsolicited Bidders</td>
<td>March 15, 2019</td>
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<tr>
<td>Deadline to submit clarifying questions via email to John Gallo at <a href="mailto:john.gallo@americanbar.org">john.gallo@americanbar.org</a></td>
<td>Bidders</td>
<td>March 22, 2019</td>
</tr>
<tr>
<td>Answers to clarifying questions posted to ABA website or sent via email no later than this date</td>
<td>ABA</td>
<td>March 29, 2019</td>
</tr>
<tr>
<td>RFP responses/proposals in electronic form must be received by John Gallo at <a href="mailto:john.gallo@americanbar.org">john.gallo@americanbar.org</a></td>
<td>Bidders</td>
<td>April 12, 2019</td>
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1.0 General Information

1.1 Purpose. The request for proposal (RFP) provides to those interested in submitting proposals for the subject procurement (“Bidders”) sufficient information to enable them to prepare and submit proposals for Inventory Operations consideration on behalf of the American Bar Association.

1.2 Issuing Department. Inventory Operations (“Issuing department”) has issued this RFP on behalf of the American Bar Association. The sole point of contact in the ABA for this RFP shall be John Gallo, American Bar Association, 321 N Clark St., Chicago, IL 60654, or [john.gallo@americanbar.org](mailto:john.gallo@americanbar.org), the Issuing employee for this RFP. Please refer all inquiries to the Issuing employee.

1.3 Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the goods/services to be provided; requirements which Bidders must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.
1.4 Problem Statement or Type of Goods Required. The ABA is seeking qualified suppliers who can provide a competitive fulfillment solution that handles books, periodicals, and other UPS/USPS shippable products with high-quality customer service to our members and customers, timely operational execution and reporting, and competitive pricing.

This RFP covers the following services: order fulfillment, inventory storage, shipping and postage, and monitoring, reporting, and financial management. Additional detail is provided in Section 4.0 of this RFP.

1.5 Type of Contract. The contract needs to comply with the ABA Contract Policy and will be reviewed by the ABA’s General Counsel’s Office. ABA entities do not have separate legal standing to enter into oral or written contracts in their own names. All contracts are entered into on behalf of the American Bar Association. The Issuing department, in its sole discretion, may undertake negotiations with Bidders whose proposal, in the judgment of the Issuing department, show them to be qualified, responsible and capable of performing the project or providing the goods. Only staff authorized by the ABA Executive Director and Chief Operating Officer have authority to execute contractual agreements on behalf of the ABA.

1.6 Rejection of Proposals. The Issuing Department reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

1.7 Incurring Costs. The ABA is not liable for any costs the Bidder incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of the award of the contract.

1.8 Questions & Answers. If a Bidder has any questions regarding this RFP, the Bidder must submit the questions by email (with the subject line “RFP Question”) to the Issuing employee named in Section 1.2 of the RFP. If the Bidder has questions, they must be submitted via email no later than the date indicated on the Bid Timetable. The Bidder shall not attempt to contact the Issuing employee by any other means. The Issuing employee shall post the answers to the questions on the ABA website by the date stated on the Bid Timetable.

All questions and responses as posted on the ABA website are considered as an addendum to, and part of, this RFP in accordance with RFP Section 1.9. Each Bidder shall be responsible to monitor the ABA website for new or revised RFP information. The Issuing department shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing employee.

1.9 Addenda to the RFP. If the Issuing department deems it necessary to revise any part of this RFP before the proposal response date, the Issuing employee will post an addendum to the ABA website at www.americanbar.org/about_the_aba/rfp.html. It is the Bidder’s responsibility to check the website periodically for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

1.10 Response Date. To be considered for selection, proposals must arrive to the Issuing employee on or before the time and date specified in the RFP Bid Timetable. The Issuing department will not accept proposals via fax transmission. If, due to inclement weather, natural disaster, or any other cause, the ABA office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next ABA business day on which the office is open, unless the Issuing department otherwise notifies Bidders.
The hour for submission of proposals shall remain the same. The Issuing employee may reject, unopened, any late proposals.

1.11 Proposals. To be considered, Bidders should submit a complete response to this RFP, using the format provided in Section 2.0. Bidders must submit their proposal via e-mail to john.gallo@americanbar.org in Microsoft Office or Microsoft Office–compatible format and/or PDF format. In addition to any additional information a vendor may wish to provide, each proposal must provide a completed cover sheet (Appendix B), completed pricing proposal spreadsheet (Appendix C), and a general questionnaire (Appendix D). Proposals submitted without these attachments may be rejected.

The Bidder shall make no other distribution of its proposal to any other Bidder or ABA employee or ABA consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Bidder to its provisions must sign the proposal. For this RFP, the proposal must remain valid for 120 days taking into consideration time required for evaluation of proposals and processing of the contract or until a contract is fully executed. If the Issuing department selects the Bidder’s proposal for award, the contents of the selected Bidder’s proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Bidder submitting a proposal specifically waives any right to withdraw or modify it, except that the Bidder may withdraw its proposal by written notice received at the Issuing employee’s address for proposal delivery prior to the exact hour and date specified for proposal receipt. A Bidder or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. A Bidder may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a proposal, which complies with the RFP requirements.

Women, Minority and Disadvantaged Business Information. The ABA encourages participation by women, disadvantaged and minority businesses as prime contractors, joint ventures and subcontractors/suppliers. Women and Minority Businesses are businesses that are owned or controlled by a majority of women or minority persons. The Bidder must provide documentation from a state agency certifying that they are a certified women or minority owned business.

1.12 Economy of Preparation. Bidders should prepare proposals simply and economically, providing a straightforward, concise description of the Bidder’s ability to meet the requirements of the RFP.

1.13 Alternate Proposals. The Issuing employee has identified the basic approach to meeting its requirements, allowing Bidders to be creative and propose their best solution to meeting these requirements. The Issuing department will not accept alternate proposals.

1.14 Discussions for Clarification. Bidders may be required to make an oral or written clarification of their proposals to the Issuing employee to ensure thorough mutual understanding and Bidder responsiveness to the solicitation requirements. The Issuing employee will initiate requests for clarification.

1.15 Prime Contractor Responsibilities. The contract will require the selected Bidder to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing employee will consider the selected Bidder to be the sole point of contact with regard to contractual matters.
1.16 Proposal Contents. Bidders should not label proposal submissions as confidential or proprietary. The Issuing employee will hold all proposals in confidence and will not reveal or discuss any proposal with competitors for the contract, unless disclosure is required:

   i) Under the provisions of any State or United States statute or regulation; or

   ii) By rule or order of any court of competent jurisdiction.

All material submitted with the proposal becomes the property of the ABA and may be returned only at the Issuing employee’s option. The Issuing employee, in its sole discretion, may include any person other than competing Bidders on its proposal evaluation committee. The Issuing employee has the right to use any or all ideas presented in any proposal regardless of whether the proposal becomes part of a contract.

1.17 Best and Final Offers. The Issuing department reserves the right to conduct discussions with Bidders for obtaining “best and final offers.” To obtain best and final offers from Bidders, the Issuing department may do one or more of the following: enter into pre-selection negotiations, including the use of an on-line auction; schedule oral presentations; and request revised proposals.

The Issuing department will limit any discussions to responsible Bidders (those that have submitted responsive proposals and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance) whose proposals the Issuing employee has determined to be reasonably susceptible of being selected for award. The Criteria for Selection found in Section 3.4 should also be used to evaluate the best and final offers.

1.18 News Releases. Bidders shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to these project/goods without prior written approval and must comply with ABA news release guidelines.

1.19 Restriction of Contact. From the issue date of the RFP until the Issuing department selects a proposal for award, the Issuing employee is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing employee to reject the offending Bidder’s proposal. If the Issuing employee later discovers that the Bidder has engaged in any violations of this condition, the Issuing employee may reject the offending Bidder’s proposal or rescind its contract award. Bidders must agree not to distribute any part of their proposals beyond the Issuing employee. A Bidder who shares information contained in its proposal with other ABA personnel and/or competing Bidder personnel may be disqualified.

1.20 Issuing Employee Participation. Bidders shall provide all services, supplies, facilities, and other support necessary to complete the identified work. ABA inventory staff will be responsible for ordering and directing inventory to the supplier, and will ensure the orders are received and fulfilled by the Vendor. Designated ABA customer service staff may contact the vendor regarding specific order customer service issues. ABA Information Systems staff will work with the vendor to establish and maintain the method by which order, shipping, return, and inventory information are communicated between the vendor’s order fulfillment system and the ABA’s order fulfillment system.

1.21 Term of Contract. The term of the contract will commence on the Effective Date and will end three years after the effective date. The Issuing employee will fix the effective date after the contract has been fully executed by the selected Bidder and by the ABA. The selected Bidder shall not start the performance of any work prior to the effective date of the contract and the ABA shall not
be liable to pay the selected Bidder for any service or work performed or expenses incurred before the
effective date of the contract.

The contract is not considered approved until the terms have been reviewed and approved by the
Office of General Counsel. An “American Bar Association Office of General Counsel” approval seal
will appear on the contract with the signature of the attorney approving the terms of the contract.

The contract must be executed by both parties to be binding, see Section 1.5 for the ABA’s signature
authority requirements.

1.22 Bidder’s Representations and Authorizations. By submitting its proposal, each Bidder
understands, represents, and acknowledges that:

1. All of the Bidder’s information and representations in the proposal are material and
important, and the Issuing employee may rely upon the contents of the proposal in
awarding the contract(s). The ABA shall treat any misstatement, omission or
misrepresentation as fraudulent concealment of the facts relating to the Proposal
submission.

2. The Bidder has arrived at the price(s) and amounts in its proposal independently and
without consultation, communication, or agreement with any other Bidder or
potential bidder.

3. The Bidder has not disclosed the price(s), the amount of the proposal, nor the
approximate price(s) or amount(s) of its proposal to any other firm or person who is a
Bidder or potential Bidder for this RFP, and the Bidder shall not disclose any of these
items on or before the proposal submission deadline specified in the Bid Timetable of
this RFP.

4. The Bidder has not attempted, nor will it attempt, to induce any firm or person to
refrain from submitting a proposal on this contract, or to submit a proposal higher
than this proposal, or to submit any intentionally high or noncompetitive proposal or
other form of complementary proposal.

5. The Bidder makes its proposal in good faith and not pursuant to any agreement or
discussion with, or inducement from, any firm or person to submit a complementary
or other noncompetitive proposal.

6. To the best knowledge of the person signing the proposal for the Bidder, the Bidder,
its affiliates, subsidiaries, officers, directors, and employees are not currently under
investigation by any governmental agency and have not been convicted or found
liable for any act prohibited by State or Federal law in any jurisdiction, involving
conspiracy or collusion with respect to bidding or proposing on any contract, except
as the Bidder has disclosed in its proposal.

7. The Bidder is not currently under suspension or debarment by any state or the federal
government.
8. Until the selected Bidder receives a fully executed and approved written contract from the ABA, there is no legal and valid contract, in law or in equity, and the Bidder shall not begin to perform services or provide goods. See Sections 1.5 and 1.21.

9. The Bidder shall represent and warrant that it has sufficiently ascertained and informed itself in all matters affecting the performance of the work or the furnishing of labor, supplies, material and equipment needed in performing the specifications. In addition, the bidder is responsible for ensuring that the proposal has been checked for errors and omissions; that the prices stated in the proposal are correct and as intended; and that it has submitted a complete and correct statement of the prices.

10. The terms and conditions of the RFP shall be incorporated, without substantial alternation, into the general terms and conditions of the final contract. All sections of the RFP, including the specifications and the completed RFP document with attachments specified by the RFP, will become part of the contract documents. Vendors should exercise the utmost care in the completion of the RFP and other submissions.

1.24 Notification of Selection. The Issuing employee will notify the selected Bidder in writing of its selection for negotiation after the Issuing employee has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the ABA. At the ABA’s option, the Issuing employee may request additional information including additional quotes, sample invoices, and detailed presentation from a selection of proposal for a second round of review.

1.25 Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If a Bidder electronically accepts the RFP, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Bidder’s possession and the Issuing department’s version of the RFP, the Issuing department’s version shall govern.

2.0 Proposal Requirements

Bidders must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to each and every requirement in this part of the RFP. Bidders should provide any other information thought to be relevant, but not applicable to the enumerated categories, only as an appendix to the proposal.

2.1 Statement of the Problem or Goods Required. Briefly state your understanding of the services required by this RFP.

2.2 Management Summary. Include a high-level summary of your proposal with a description of the services to be provided.

2.3 Proposed Solution and Approach. Describe your solution in detail for accomplishing the work as specified in Section 4.0 of this document. This document should be as detailed and comprehensive as appropriate. Use as many of the task descriptions in Section 4.0 of this RFP as possible. Modifications of the task descriptions are permitted; however, reasons for changes of title or description should be fully explained. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.
2.4 Evaluative Questionnaire. See Appendix D.

2.5 Objections and Additions to Standard Contract Terms and Conditions. The Bidder will identify which, if any, of the terms and conditions (contained in Appendix A) it would like to renegotiate and what additional terms and conditions the Bidder would like to add to the ABA standard contract terms and conditions. The Bidder’s failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing employee may consider late objections and requests for additions if to do so would be in the best interest of the ABA. The ABA’s General Counsel may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Bidder shall not request changes to the other provisions of the RFP, nor shall the Bidder request to substitute completely its own terms and conditions for Appendix A. All terms and conditions must appear in one integrated contract. The Issuing employee will not accept references to the Bidder’s, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Bidder must submit its proposal, including the cost proposal, based on the terms and conditions set out in Appendix A. The Issuing employee will reject any proposal that is conditioned on the negotiation of terms and conditions other than those set out in Appendix A.

2.6 Cost Submittal. See Appendix C. Bidders should not include any assumptions in their cost submittals. Fill in all fields in the Cost Submittal Document, or provide an explanation if no cost data is provided for a particular line item.

3.0 Criteria for Selection

3.1 Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must:
   a. Be received according to dates set in the Bid Timetable;
   b. Be properly signed by the Bidder;
   c. Be in strict accordance with all instructions as set forth.

3.2 Technical Nonconforming Proposals. The Issuing employee reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in a Bidder’s proposal.

3.3 Evaluative Questionnaire All bid responses will be reviewed according to responses provided in the evaluative questionnaire (Appendix D). All responses to questions in Appendix D must be provided in the fields indicated in the spreadsheet.

3.4 Criteria for Selection. The following criteria will be used in evaluating each proposal:
   a. Technical: Evaluation will be based upon the following: Bidder Qualifications, References, Understanding the scope of services required, Available Facilities, Financial Capability, Personnel Qualifications, Best total overall value, Ability to integrate with current ABA policies and systems, Soundness of Approach.
   b. Service: Evaluation will be based upon the supplier’s ability to pick, pack, and ship orders in a timely manner while maintaining quality standards.
c. **Cost:** Evaluation will also be based upon cost considerations in terms of which supplier provides the best combination of value enhanced services and cost competitive pricing, over the length of the agreement.

### 4.0 Specifications and Work Statement

#### 4.1 Objectives.

a. **General.** The ABA requires a vendor who can effectively complete order fulfillment, inventory storage, shipping and postage and monitoring, reporting and financial services.

b. **Specific.** Required services include but are not limited to:

- **Order Fulfillment**
  - Operate at least 5 days per week (Monday–Friday) year round
  - Independently maintain supplies including packaging and dunnage
  - Receive multiple order transmissions throughout day from ABA
  - Generate order packing slips and commercial invoices
  - Pick and pack individual and institutional orders in manner that minimizes damage
    - Estimated 25,000 orders per year
    - Estimated average order size 4 lines + 1-3 inserts
    - Estimated 95% less than full carton picks
    - Limited seasonality
  - Insert promotional items with order shipments
  - Receive and process returns
- **Inventory Storage**
  - Receive ABA products into inventory
  - Store ABA physical products
    - Estimated 515,000 items
    - Estimated 2,000 active SKUs
    - Estimated 700 pallet locations
  - Archive/dispose/recycle obsolete product
  - Inspect and rework (sticker bar codes, add missing CDs, shrink-wrap, etc.) defective product
  - Conduct inventory system resynch on a monthly basis
  - Conduct cycle counts on a monthly basis
  - Conduct physical inventories on an annual basis starting the first day in September
- **Shipping & Postage**
  - Ship individual global orders
  - Ship institutional global orders
  - Use the following shipment carriers and methods: UPS Ground, UPS Next Day Air, UPS 2nd Day Air, UPS Worldwide Express, UPS Worldwide Expedited, USPS, Freight Collect (ABF for LTL, customer to specify 3rd party account number)
  - Contact carriers to ensure timely pickup
  - Prepay USPS shipments
  - Complete required documentation for foreign shipments and special accounts
• Monitoring, Reporting and Financial Management
  o Provide regular and as-needed data and reporting for order fulfillment, inventory storage and shipping & postage; refer to section 4.5 for details
  o Monitor performance against SLAs
  o Generate timely invoices to ABA
  o Integrate order processing, shipping, and inventory systems with the ABA’s systems (current method is file exchange through FTP)
  o Transmit receipt, return, shipment, and inventory adjustment information on a daily basis
  o Provide primary account contacts and backup contacts.

• Communication
  o Meet face-to-face at least twice annually for business reviews; vendor agrees that its President or highest ranking executive officer will attend meetings if the ABA provides at least 30 days’ written request.
  o Provide ABA staff access to facilities for service quality review and process audit

4.2 Nature and Scope of the Project. The ABA requires a vendor to serve as the primary order fulfillment location for ABA publications. The vendor must have sufficient capacity to store all items assigned to the location. The vendor must have the systems capability to receive and send data transmissions. The vendor must also be able to pick, pack, and ship orders and process returns in a consistent, timely, and safe manner.

4.3 Requirements. The selected vendor must be able to meet the following Service Level Standards Agreements (SLAs):

Note: “Days” are properly calculated using “business days” which exclude weekends and agreed upon vendor office closings.

• Order Fulfillment
  o Achieve 99.8% order accuracy
  o Process 100% of returns within 5 days of receipt

• Inventory Storage
  o Process 100% of inventory receipts the day after receipt (within 2 days of receipt)
  o Process 100% of ABA Law Library Collection inventory receipts the day of receipt if product is received by 4PM CT
  o Process 100% of warehouse transfers within 3 days of request
  o Archive/dispose/recycle obsolete and defective product within 10 days of request
  o Contain annual inventory count shrinkage under 1.5% of the aggregate inventory units received during the previous twelve month period.

• Shipping & Postage
  o Individual orders
    • Ship 100% of transmitted individual expedited orders by 5:30 PM CT
    • Ship 90% of transmitted individual orders the day of receipt (within 1 day of receipt)
• Ship 98% of transmitted individual orders the day after receipt (within 2 days of receipt)
  o Institutional orders
    • Ship 100% of transmitted ABA Law Library Collection institutional orders the day after receipt (within 2 days of receipt)
    • Ship 100% of transmitted NBN institutional orders within 3 days of receipt
• Monitoring, Reporting, and Financial Management
  o Refer to section 4.5 for a complete list of reports
  o Email separate fulfillment, storage and postage invoices with supporting documentation within 5 days following month-end

4.4 Tasks. Anticipated tasks include:
• Set-up, test, and approve an automated system to communicate receipts, returns, inventory adjustments, order information, order fulfillment information, and shipping information between the ABA and the vendor. To be completed within one month of contract execution.
• Establish procedures for the transfer of existing inventory from other vendors if required. To be completed within one month of contract execution.
• Transfer stock from existing vendors. To be completed within one month of contract execution.
• A typical workflow for the creation of a new product will include
  1. Notification of product set-up information from ABA
  2. Vendor sets-up item in their system
  3. Vendor receives product
  4. Vendor notifies ABA of initial receipt
  5. Vendor receives orders for item from ABA
  6. Vendor ships orders
  7. Vendor notifies ABA of shipment
  8. Repetition of 5–7 for life of product
  9. Vendor processes returned goods received
  10. Vendor notifies ABA of returns processed
  11. Vendor checks inventory (cycle counts, physical inventory, etc) and adjusts inventory as needed
  12. Vendor notifies ABA of adjustments
  13. Archiving/Disposal/Destruction of remaining stock at the request of the ABA at the end of the product life cycle

4.5 Reports and Project Control. Ongoing sharing of data and reports is crucial to successful performance. The vendor and the ABA shall both share data and reports to help ensure compliance with SLAs. Format and processes for sharing the data and reports will be agreed upon by both parties.
• Order Fulfillment
  o Order Fulfillment
    1. Total orders, lines and units per time frame (ongoing)
    2. By date or date range (ongoing)
    3. By customer (ongoing)
    4. By order (ongoing)
  o Order turnaround times
    1. By date range (ongoing)
    2. Totals and percentages by same day, next day, and other (ongoing)
Returns
  1. By date or date range (weekly)
  2. By product code (ongoing)
  3. By customer (ongoing)
  4. By order number (ongoing)
  5. By tracking number (ongoing)

Inventory Storage
  o Inventory
      1. Full inventory listing (ongoing)
      2. Stock locations (provided at physical inventory)
      3. Report by item (ongoing)
  o Receipts
      1. By item (ongoing)
      2. By date or date range (daily)
  o Adjustments
      1. By date or date range (daily)
      2. By item (ongoing)
  o Inserts
      1. By item (weekly)
      2. By date or date range (ongoing)
  o Cycle counts
      1. By date or date range (monthly)
      2. By product code (monthly)
      3. Cycle count accuracy by location and by units (monthly)
  o Physical Inventory
      1. Full inventory listing (ongoing)
      2. Stock locations (physical inventory)
      3. Report by item (ongoing)
      4. Variances by location and by item (physical inventory)

Shipping & Postage
  o Shipping
      1. By date range (monthly, current year, previous year, custom range)
      2. By ship method (ongoing)
      3. By tracking number (ongoing)
      4. By shipping cost (ongoing)

Monitoring, Reporting and Financial Management
  o Billing
      1. By date range (monthly)
      2. By service type (monthly)