



**CONTRACT RENEWAL LETTER**

**Date:** July 20, 2023  
**Contract #:** UCPJMU6299  
**Service:** Hard-to-Find Library Materials  
**Renewal Period:** 10/31/2023 to 10/30/2025  
**Renewal #:** 1 of 3 Two-Yr  
**Issued By:** James Madison University  
 Dana Simmers, Buyer Senior  
 Ph: 540-568-5113  
 Fx: 540-568-7935

**Contractor:** Alibris.com  
 Attn: Abbie Fenneman  
 2560 9th Street, Suite 215  
 Berkeley, CA 94710  
 Ph: (510) 594-4573

**Contract Administrator:** Sarah Pritchard, Carrier Library

**Description of Renewal Notice:**

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The contract pricing will remain the same and is attached to this renewal.

All invoices shall be submitted within sixty days of contract renewal term expiration as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

Return one executed renewal notice to my attention within ten days.

**Alibris.com**  
 By:   
 Abbie Fenneman

**James Madison University**  
 By:   
 Dana Simmers, CUPO

*Name (print)*  
 Library Services Manager  
 Title  
 7/20/23  
 Date Signed

*Name (print)*  
 Buyer Senior  
 Title  
 7-20-23  
 Date Signed

**Contract #:** UCPJMU6299

**Contractor:** Alibris.com

**Renewal Period:** 10/31/2023 – 10/30/2025

**Commodity:** Hard-to-Find Library Materials

1. Parties agree that this Negotiation Summary modifies RFP# DMS-1133 and the Contractor's initial response to RFP# DMS-1133, and in the event of conflict this Negotiation Summary shall take precedence.
2. **Materials Covered-** Contractor shall fulfill on-demand orders for:
  - a) In-print Order Materials
  - b) Hard-to-Find, out-of-print, older than one-year print monographs
  - c) Specialty Items, including:
    - (1) Independent/small films (*DVD and Blu Ray options*)
    - (2) Foreign language materials
    - (3) Materials published outside of the United States
    - (4) Independently published monographs
    - (5) Industry/Professional reports (*limited basis*)
    - (6) Music Materials
      - i Recordings
      - ii. Sheet Music
    - (7) Art Materials
      - i. Trade and university press monographs
      - ii. Catalogs (*limited basis*)
      - iii. Artist Books
    - (8) Series Materials
      - i. Series book continuation
3. **Ordering-**
  - a) Orders shall be received via phone (1-877-254-2747), email

(libraries@alibris.com), or vendor online catalog and order system  
[www.alibris.com/library](http://www.alibris.com/library).

- b) Contractor shall provide one-year billing history upon request.
- c) Contractors online catalog and order system-

- (1) Shall represent real time availability of items
- (2) Shall provide “notify a colleague” functionality
- (3) Shall be available 24 hours a day, 7 days a week
- (4) Shall allow users to:
  - i. Specify rush orders
  - ii. View open order status
  - iii. View invoices for shipped orders
  - iv. View cancellation reports

4. **Pricing/Discount Structure-**

- a) Contractor shall apply a 2% discount off of publisher’s list price for all items available online at [www.alibris.com/library](http://www.alibris.com/library).
- b) There shall be no miscellaneous or incidental fees not identified within this contract agreement.

5. **Invoicing-**

- a) Invoices shall be emailed to the primary account email address and/or secondary email address once item(s) ship out.
- b) Contactor shall provide a manual payment option to pay invoice via credit card at the time of shipment. Manual payment to be charged one time per month, at the end of the month.
- c) Invoices for shipped orders shall be accessible online via the vendor online catalog and order system located at [www.alibris.com/library](http://www.alibris.com/library).
- d) Invoices shall include, at a minimum an invoice number, order number, customer PO number, book title/author/ISBN, publisher’s list price, associated discount applied, book shipping, and final per item cost to Purchasing Agency.

- e) The Purchasing Agency shall reserve the right to request, and the Contractor shall supply upon request, supporting documentation (*including copies of the publishers' invoices*) from the Contractor at any time during the contract period.

6. **Payment-**

- a) Contractor shall accept payment via credit card, check, or ACH.
- b) Payment will be made upon the receipt of a valid invoice and in accordance with the Code of Virginia §2.2-4347 through 2.2-4354, Prompt Payment.

7. **Shipping-**

- a) All shipments shall be made in durable containers with clean packing paper and shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- b) Contractor shall provide Purchasing Agency a tracking number for each order.
- c) Shipments shall be made via traceable means including UPS, FedEx, and USPS.
- d) For shipments lost in transit or otherwise not received, Contractor shall reship, and issue a credit memo to void invoice for lost item(s).
- e) Packing slips shall always be present in shipments where consolidated UPS shipping is the chosen delivery method.
- f) Contractor shall work with Purchasing Agency to tailor shipments to meet the individual agency's shipping requirements. (*maximum size and weight*)
- g) All shipping shall be FOB Destination (*inside delivery*)
- h) There shall be no shipping or handling charges for an order of ten (10) or more items.
- i) Standard shipping for orders with nine (9) or less items shall be \$4.49/per book. At no time shall the Contractor's charges for shipping exceed the actual cost to ship.
- j) Rush shipping charges shall not exceed \$9.99/per item. At no time shall the Contractor's charges for expedited shipping exceed the actual cost to ship.

8. **Returns and Cancellations-**

- a) Returns for a full refund shall be free of any charges to Purchasing Agency (*to include all shipping fees, processing fees or otherwise*) if in the Purchasing Agency's sole determination, the return was necessitated by *Contractor error*.

- b) The Contractor shall accept returns for any reason at least (60) business days after the shipping date and provide, at the Purchasing Agency's request, for a full refund of the purchase price. Purchasing Agency will be responsible for shipping cost if the return is discretionary.
- c) Contractor shall provide the Purchasing Agency with return labels and instant credit forms to facilitate the return process.
- d) Contractor shall process all refunds and/or credits to the Purchasing Agency within two to three weeks from receiving the returned item(s).
- e) Contractor shall accept cancellation of item(s) at any time prior to shipping upon notification by the Purchasing Agency.

9. **Customer Service-**

- a) Customer service department shall be available by toll-free phone and individual email. Hours of operation shall be 9:00 am to 5:00 pm PT Monday through Friday.
- b) Contractor shall work to provide a response to customer service inquiries within one (1) business day.

10. **Training-**

- a) Contractor shall provide the Purchasing Agency phone/online training sessions at no cost.

11. Contractor agrees that all exceptions taken within their initial response to RFP# DMS-1133 that are not specifically addressed within this negotiation summary are null and void.

12. Contractor has disclosed all potential fees. Additional charges will not be accepted.