



**JAMES MADISON  
UNIVERSITY.  
CONTRACT MODIFICATION**

**Date:** August 21, 2024  
**Contract #:** UCPJMU6664  
**Service:** Motor Coach Buses  
**Modification #:** One  
**Issued By:** James Madison University Ph: 540-568-4160  
Aaron Largent, Buyer Senior Fx: 540-568-7935  
**Contractor:** National Bus Sales Inc.  
Attn: Mike Curtis  
8649 S. Regency Drive  
Tulsa, OK 74131  
**Contract Administrator:** Doug Judy, Facilities Management

**Description of Modification Notice:**

The previously executed Virginia Higher Education Public Consortium (VHEPC) Publicly Accessible Contract (PAC) agreement, effective July 07, 2023, which was included in UCPJMU6664, is hereby replaced with the attached replacement VHEPC PAC agreement, to correct the payment due date and the remittance address under section III. A. *Payment, August 31 of each year* & B. *Payment*; effective August 21, 2024.

Except as provided herein, all terms and conditions of Contract Number UCPJMU6664 as herefore changed, remain unchanged and in full force and effect.

**National Bus Sales Inc.**

By: Mike Curtis  
Mike Curtis

*Name (print)*

General Manager 8/28/24  
Title Date Signed

**James Madison University**

By: Aaron Largent  
Aaron Largent,

*Name (print)*

Buyer Senior 8/28/24  
Title Date Signed

**AGREEMENT  
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the **21<sup>st</sup>** day of **August, 2024**, is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the “University”), and **National Bus Sales.**, (“Vendor”).

**TERM**

This end date coincides with the Primary Agreement’s end date.

**WITNESS**

WHEREAS, the University and Vendor have executed an agreement, **UCPJMU6664**, dated **July 7, 2023** (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
  - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be limited to \$10,000 annual cap per accessing institution. The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
  - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
  - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
  - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
  - B. Maintain an approved version of Vendor’s logo on the Consortium website
- III. Payment:
  - A. Payment of PAC Annual Fee will arrive at the University no later than **August 31** of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager  
Procurement and Supplier Diversity Services  
University of Virginia, Carruthers Hall  
c/o VHEPC  
PO Box 400202  
1001 N. Emmet Street  
Charlottesville, VA 22904

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services  
c/o Director of Procurement  
James Madison University  
752 Ott Street, MSC 5720  
Harrisonburg, VA 22807

If to Vendor:

Mike Curtis  
National Bus Sales  
8649 S. Regency Drive  
Tulsa, OK 74131  
Email: [mike@nationalbus.com](mailto:mike@nationalbus.com)  
Fax: 918-224-1092

## ACCEPTANCE

**For James Madison University**



Aaron Largent  
Buyer Senior

9/28/24  
Date

**For National Bus Sales**



Mike Curtis  
General Manager

9/28/2024  
Date

Agreement #: UCPJMU6664-PAC