



**June 28, 2024**

**ADDENDUM NO.: Two**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: RFP #DKM - 1212  
Dated: June 28, 2024  
Commodity: *Athletic Award Rings and Jewelry*  
RFP Closing On: July 17, 2024

Please note the clarifications and/or changes made on this proposal:

James Madison University desires that contracts for this RFP will include terms that make it a Virginia Higher Education Procurement Consortium (VHEPC) Publicly Accessible Contract (PAC) agreement.

VHEPC was formed in December 2014. It represents 12 public senior Colleges and Universities in Virginia, in addition to the Virginia Community College System ("Members"). The mission of VHEPC, by using the collective buying power of its Members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives. The goal of this RFP and the resulting agreement(s) is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members.

An example contract addendum that will be presented to awarded suppliers is included below as a reference.

Signify receipt of this addendum by initialing "*Addendum #2*\_\_\_\_\_" on the signature page of your proposal.

Sincerely,

Dylan Morris  
Buyer Senior  
Phone: (540-568-3002)

MSC 5720  
752 Ott Street, Room 1042  
Wine Price Building  
Harrisonburg, VA 22807  
Office of 540.568.3145 Phone  
PROCUREMENT SERVICES 540.568.7935 Fax

**AGREEMENT  
PUBLICLY ACCESSIBLE CONTRACT**

This Agreement executed this [Date] day of [Month, Year] by and between [VASCUPP MEMBER NAME], (“the University”) and [Supplier NAME] (“Supplier”).

**TERM**

The term of this Publicly Accessible Contract (“PAC”) shall remain in effect until the expiration or termination of the Primary Agreement.

**WITNESS**

WHEREAS, the University and Supplier have executed an agreement, [CONTRACT NUMBER], dated [CONTRACT DATE] (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative procurement clause. Now therefore, the University and Supplier agree to the specific terms that will allow third-party access to the Primary Agreement, and based on other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. Supplier will:
  - A. Allow third parties to obtain goods and services from Supplier in accordance with the terms and pricing of the Primary Agreement (“Third-Party Access”).
  - B. Pay the Virginia Higher Education Procurement Consortium (“Consortium”) one percent (1%) of all revenue received by Supplier from non-Consortium entities through Third-Party Access (the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described in Section II.
  - C. Fully support this marketing relationship by promoting the availability of the Third Party Access to non-Consortium entities; and
  - D. Provide quarterly reports detailing the amount of revenue received from non-Consortium entities through Third-Party Access.
  
- II. The University will ensure the Consortium:
  - A. Promotes the Primary Agreement and Third-Party Access on its website and through other channels (e.g., conferences) to non-Consortium members; and
  - B. Maintains a Supplier-approved version of the Supplier’s logo on the Consortium website.

### III. Payment

- A. Supplier shall remit the PAC Annual Fee to the Consortium no later than August 31<sup>st</sup> of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

If the Primary Agreement expires or terminates before August 31<sup>st</sup>, Supplier shall remit the PAC Annual Fee no later than 45 calendar days from expiration or termination date of the Primary Agreement.

- B. Supplier shall remit the PAC Annual Fee by check in U.S. dollars. Checks will be made payable to the University of Virginia and sent to:

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

Note 'PAC payment' on check.

### 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, on the next business day of the receiver. All such notices will be addressed to a party at such party's address as shown below.

If to the University:

[Lead School Procurement Director]  
[Lead School Procurement Address & Contact Info]

If to [Supplier]:

[Supplier Contact]  
[Supplier]  
[Address]  
Email: [Supplier Email]

## ACCEPTANCE

**For [Lead Institution]**

**For [Supplier]**

\_\_\_\_\_  
[Lead Procurement Director]  
[Lead Job Title]

\_\_\_\_\_  
[Supplier Contact]  
[Supplier Contact Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Agreement #:[Contract-Number]-PAC