



SUPPLEMENTAL CONTRACT AGREEMENT

Date: February 2, 2022

Contract No.: 1722-2022 Virginia Tech (VT)

Good/Service: **Student Lease Partnership of Refrigerator-Freezer-Microwave Combination Units**

Issued By: James Madison University
Attention: Annie Korn Phone: (540) 568-3133
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
Harrisonburg, VA 22807

Contractor: Melvin Corporation
Attention: Jason Melvin
Phone: 540-461-3623
Address: 534 E Nelson Street, Lexington, VA 24450

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

Description of Agreement Notice:

This Supplemental Agreement to VASCUPP VT Contract 1722-2022; is entered into by Melvin Corporation hereinafter called the “Contractor” and the Commonwealth of Virginia, James Madison University (“JMU”). This Agreement incorporates the Contractor’s Scope of Services “Exhibit A” specific to JMU.

Except as provided herein, all terms and conditions of Contract Number 1722-2022 as heretofore changed, remain unchanged and in full force and effect.

MELVIN CORPORATION

BY: William J Melvin IV
(Signature)
William J Melvin IV
Name (Type or Print)

Vice President 2/7/23
Title Date Signed

JAMES MADISON UNIVERSITY

BY: A. Korn
(Signature)
Annie Korn
Name (Type or Print)

Lead Commodity Contract Officer & FF&E Project Manager 2/7/2023
Title Date Signed



Exhibit A

Direct to Student Rental Program

I. Scope of Services

- a. JMU and Melvin Corporation enter into an agreement that recognizes Melvin Corporation as the exclusive provider of MICROFRIDGE® products on campus. This grants Melvin Corporation the exclusive right to market and rent its MICROFRIDGE® products to students living in applicable on-campus residence halls.
- b. Melvin Corporation's responsibilities include:
 - i. Marketing and promoting the offering to the applicable student population
 - ii. Accepting orders through their website and over the phone at (800.525.7307)
 - iii. Scheduling delivery and removal of the units with applicable university parties
 - iv. Providing ongoing support and swap out service should an issue occur with a unit throughout the academic year
 - v. Storing the units at their off-site warehouse facility during the summer months
- c. JMU's responsibilities would include:
 - i. Providing marketing assistance to the applicable student population through email, social media, as well as through the orientation process.
 - ii. Create a presence on the university's website to promote the offering
 - iii. Providing Melvin Corporation access to the applicable residence halls during the delivery and removal process, as well as during the academic year should a unit experience an operational issue
 - iv. Instituting a campus-wide policy that no microwaves/cooking appliances are permitted in students' rooms other than by way of the MICROFRIDGE® product

II. Pricing

- a. Student Base Rental Rate per Academic Year: **\$209.99 (includes delivery and pick-up)**
- b. JMU Commission - As a result of our exclusive partnership, Melvin Corporation shall compensate the university through the following "commission" by providing complimentary rentals to the university based upon the total number of units rented, per academic year.
 - i. Melvin Corporation shall provide the University one (1) free rental each Academic Year for every 15 units rented by JMU Students.
 - ii. The complimentary units must remain on JMU's campus and serve JMU's student population.

III. Renewals

- a. Contract 1722-2022 has a term from November 1, 2021 through October 31, 2031. JMU and Contractor agree to an initial three (3) year term through October 31, 2026, after which the contract will be renewed annually.



- b. Contractor shall provide the University with usage rates annually during the initial three (3) year term and at renewal.
 - a. Price increases are only allowable during the renewal period. The student's price(s) shall not exceed the original contract price increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

IV. General Terms and Conditions

In addition to the terms and conditions of contract VTG-1722-2022, the following terms and conditions shall apply. If there is conflict between the original contract terms and conditions, as amended, the following terms and conditions shall take precedence.

Operating Vehicles on James Madison University Campus: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

Product Availability/Substitution: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better-quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

Standards of Conduct: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

Criminal Background Checks of Personnel Assigned by Contractor to Perform Work on JMU Property: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will



work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.