



CONTRACT RENEWAL LETTER

Date: September 01, 2021
Contract #: UCPJMU5270
Service: Promotional Items and Imprinting Services
Renewal Period: 10/15/2021 to 10/14/2022
Renewal #: 3 of 5 One-Year
Issued By: James Madison University
Dana Simmers, Buyer Senior
Ph: 540-568-7523
Fx: 540-568-7935

Contractor: TK Promotions, Inc.
Attn: Todd Mawyer
4441 Cox Road
Glen Allen, VA 23060

Contract Administrator: Dana Simmers (CA), Procurement Buyer

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 previous contract pricing schedule is hereby replaced with the pricing schedule 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.

TK Promotions, Inc.

By: Todd Mawyer
Todd Mawyer

Name (print)

President

Title

9-1-21

Date Signed

James Madison University

By: Dana Simmers
Dana Simmers, CUPO

Name (print)

Buyer Senior

Title

9-1-21

Date Signed

Contract #: UCPJMU5270

Contractor: TK Promotions, Inc.

Renewal Period: 10/15/2021 - 10/14/2022

Commodity: Promotional Items and Imprinting Services

Pricing Schedule

1. Contractor's Promotional Items pricing schedule is as follows:
 - a. 12% discount off published list price
 - b. Set-up fees - no additional cost for orders over \$2,500
 - c. Set-up fees for other goods or services offered - no additional cost for orders over \$500
 - d. Samples - no additional cost – samples to be returned to Contractor at Agency's expense.
 - e. Electronic proofs - no additional cost
2. Contractor shall pass on exact delivery costs on standard and manufacturer orders to the University as applicable.
3. Contractor shall waive delivery costs on rush orders to the University.
4. Contractor shall waive all restocking and shipping fees for products that are damaged and/or printed incorrectly. Contractor shall be notified within 10 days of receipt of order.
5. Contractor shall waive all restocking and shipping fees of returns/exchanges on blank items. Contractor shall be notified within 10 days of receipt of order.
6. Contractor shall provide the following rebates to all VASCUPP Universities based on total annual sales. Rebates for James Madison University shall be sent no later than December of each year of the contract, beginning with December 2019. Payment shall be sent to the name and address listed below.

Annual Spend	Incentive %
\$50,000 - \$99,999	0.50%
\$100,000 - \$299,999	1.00%
Over \$300,000	1.50%

*James Madison University
Cash & Investments
Attention: Tisha Leeth
1031 S. Main Street, MSC 5711
Harrisonburg, VA 22807*

7. Contractor shall maintain IMG licensed for James Madison University for the duration of the contract. Any associated costs shall be the sole responsibility of the Contractor.
8. Contractor shall not bill the Purchasing Agency charge card processing fees.
9. All deliveries made to the Purchasing Agency shall be FOB destination.
10. Payment shall be made to the Contractor in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment Act.
11. The Contractor has disclosed all potential fees. Additional charges shall be reviewed and approved by Procurement Services prior to purchase