



## CONTRACT RENEWAL LETTER

**Date:** October 02, 2023  
**Contract #:** UCPJMU5270  
**Service:** Promotional Items and Imprinting Services  
**Renewal Period:** 10/15/2023 to 10/14/2024  
**Renewal #:** 5 of 5 One-Yr  
**Issued By:** James Madison University  
Shanna Devers, Buyer Senior  
Ph: 540-568-3131  
Fx: 540-568-7935

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

**Contract Administrator:** Shanna Devers (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 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.

### **TK Promotions, Inc.**

**By:** Todd L. Mawyer  
Todd Mawyer

*Name (print)*

President 10/2/23  
Title *Date Signed*

### **James Madison University**

**By:** Shanna R. Devers  
Shanna Devers,

*Name (print)*

Buyer Senior 10/2/2023  
Title *Date Signed*

**Contract #:** UCPJMU5270

**Contractor:** TK Promotions, Inc.

**Renewal Period:** 10/15/2023 - 10/14/2024

**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