



## CONTRACT RENEWAL LETTER

**Date:** July 29, 2020  
**Contract #:** UCPJMU5264  
**Service:** Promotional Items and Imprinting Services  
**Renewal Period:** 10/15/2020 to 10/14/2021  
**Renewal #:** 2 of 5 One-Year  
**Issued By:** James Madison University  
Dana Simmers, Buyer Senior Ph: 540-568-5113  
Fx: 540-568-7935  
**Contractor:** TDI, LLC dba MSP Design Group  
Attn: Dan Clarkson  
641 Phoenix Drive  
Virginia Beach, VA 23452 Ph: 757-449-6792  
**Contract Administrator:** Dana Simmers (CA), Procurement

### **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.

**TDI, LLC dba MSP Design Group**

By: 

Dan Clarkson

Name (print)

CEO

Title

7/29/20  
Date Signed

**James Madison University**

By: 

Dana Simmers, CUPO

Name (print)

Buyer Senior

Title

7/29/20  
Date Signed

**Contract #:** UCPJMU5264

**Contractor:** TDI, LLC dba MSP Design Group

**Renewal Period:** 10/15/2020 - 10/14/2021

**Commodity:** Promotional Items and Imprinting Services

1. Contractor's Promotional Items pricing schedule is as follows:
  1. 16% discount off list price for initial 2 price columns, 21% discount of 3<sup>rd</sup> column and beyond for 1 color, 1 location print
  2. 20% discount off set-up fees for non-apparel orders under \$800.
  3. 20% discount off set-up fees for orders greater than \$800 plus 1 single color imprint waived
  4. Samples - no additional cost on items listed \$25 or under for 1<sup>st</sup> column list price. Purchasing Agency will be billed for items listed above \$25 and will be reimbursed if returned within 90 days.
2. Contractor shall provide embroidery and imprinted costs on a per order basis.
3. Contractor shall provide electronic proofs at no additional cost.
4. Contractor shall pass on exact freight charges on all standard, rush order, and manufacturer orders.
5. Contractor shall waive all restocking and shipping fees for products that are damaged and/or printed incorrectly. Contractor will be notified within 15 calendars days after receipt of order.
6. Contractor shall waive all restocking and shipping fees of returns/exchanges on blank items.
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. Contractor shall provide the following rebates to James Madison University based on total annual sales. Rebate 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	1%
\$100,000 - \$149,999	1.25%
\$150,000+	1.5%

*James Madison University  
Cash & Investments  
Attention: Tisha Leeth  
1031 S. Main Street, MSC 5711  
Harrisonburg, VA 22807*
11. Payment shall be made to the Contractor in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment Act.
12. The Contractor has disclosed all potential fees. Additional charges shall be reviewed and approved by Procurement Services prior to purchase.