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|--------------------------------|---|---|---|
| Purchase Change Request |  | Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 | Order # MU24COMPHOTO-B co1 |
|--------------------------------|---|---|---|

| | | | | | |
|----------|-------------|--------------------|-------------------|------------------------|--------------------------------|
| FY 26 | Buyer LL | Date 10/15/2025 | Account Varies | P.O. Date 11/012024 | Contract MU24COMPHOTO-B co1 |
|----------|-------------|--------------------|-------------------|------------------------|--------------------------------|

| | |
|--|---|
| Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement | Document Action <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Extension Error <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input type="checkbox"/> Other |
|--|---|

| | | |
|---|--------------------------|--|
| Vendor Name, Address, Phone #, etc. Legacy Photographics 408 East 4th Street, Suite 306 Bridgeport, PA 19405 | Vendor Code VC0000117883 | BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 |
| Ph# 610-279-1791 | Fax | FEIN# 23-2620404 |

| Item# | Quantity | Description of Change | Unit Price | Extended Price |
|-------|----------|--|------------|----------------|
| | | Change Order # 1 To amend the contract MU24COMPHOTO-B all in accordance with the terms, conditions, and specifications contained in the original contract and all authorized change orders. COMMENCEMENT PHOTOGRAPHY 1. To renew the agreement. Contract Effective Dates: November 1, 2025 - October 30, 2026 Renewal: One (1) of Four (4) one-year, optional renewals Renewals Remaining: Three (3) Vendor Contact: Nicholas Whittaker nick@legacyphoto.com | | |

| | | |
|---|----------------|-------------|
| Reason for Change: 1. To renew the agreement. | Previous Total | \$ Open-end |
| | Increase | \$ - |
| | Decrease | \$ - |
| | New Total | \$ Open-end |

Approved: Michelle M. Keeler 10/23/2025
 Authorized Signature Date

John S. Gray 10-23-25
 Attorney General if required Date



Office of Purchasing

Renewal Letter

October 13, 2025

VIA ELECTRONIC MAIL ONLY: nick@legacyphoto.com

Mr. Nicholas Whittaker
Director of Global Communications & Development
Legacy Photographics Inc.
408 East 4th Street, Suite 306
Bridgeport, PA 19405

Re: Contract Renewal for MU24COMPHOTO-B [Spring Commencement]

Dear Nick,

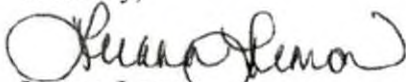
The above-mentioned contract expires on October 31, 2025. There is a provision for a renewal upon written mutual agreement of the parties.

Please annotate at the bottom of this letter, with your signature and date, if you agree to a renewal of the contract, effective November 1, 2025, through October 31, 2026, under the same terms and conditions as the original contract including all approved change orders.

Please return the executed letter and affidavits via email at your earliest convenience.

If you have any questions, please feel free to contact me at lemonl@marshall.edu.

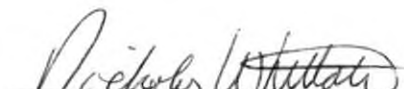
Sincerely,


Leeann Lemon
Contract Specialist

I agree to the current **MU24COMPHOTO- B [Spring Commencement]** for an additional one (1) year period under the same terms and conditions as the original contract.

Yes No

Yes, subject to the following changes indicated below or in the attached letter.


Signature

10/13/25
Date

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

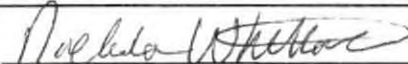
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Legacy Photographics, INC

Authorized Signature:  Date: 10/13/25

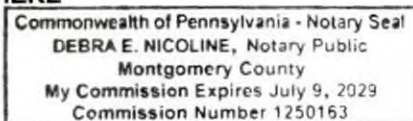
State of Pennsylvania

County of Montgomery, to-wit:

Taken, subscribed, and sworn to before me this 13 day of October, 2025.

My Commission expires July 9, 2029

AFFIX SEAL HERE



NOTARY PUBLIC Debra E. Nicoline

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code § 21-1D-7b**, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: MU24COMPHOTO-B [Spring Commencement]

Contract Purpose: Spring Commencement

Agency Requesting Work: Legacy Photographics INC

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of **West Virginia Code § 21-1D-5** was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: Legacy Photographics INC

Vendor Telephone: 610-279-1791

Vendor Address: 408 East 4th St

Vendor Fax: _____

Suite 306

Vendor E-Mail: nick@legacyphoto.com

Bridgeport, PA 19405



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

I, Nicholas Whittaker, after being first duly sworn, depose and state as follows:

1. I am an employee of Legacy Photographics INC; and,
(Company Name)
2. I do hereby attest that Legacy Photographics INC
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Nichoals Whittaker
 Signature: *Nicholas Whittaker*
 Title: Director of Global Communications & Development
 Company Name: Legacy Photographics INC
 Date: 10/14/25

Pennsylvania
STATE OF ~~WEST VIRGINIA~~,

COUNTY OF Montgomery, TO-WIT:

Taken, subscribed and sworn to before me this 14 day of October, 2025.

By Commission expires July 9, 2029

(Seal)

Debra E. Nicoline
(Notary Public)

| |
|--|
| Commonwealth of Pennsylvania - Notary Seal |
| DEBRA E. NICOLINE, Notary Public |
| Montgomery County |
| My Commission Expires July 9, 2029 |
| Commission Number 1250163 |

Vendor/Customer

[Menu](#)

| Vendor/Customer | Legal Name | Alias/DBA | Vendor Active Status | Customer Active Status | Previous Name |
|-----------------|-----------------------------|-----------|----------------------|------------------------|---------------|
| VC0000002694 | SAVED BY GRACE MINISTRY INC | | Active | Inactive | |
| VC0000003560 | Ryan Thomson | | Active | Inactive | |
| VC0000003656 | DEBORAH S TAYLOR | | Active | Inactive | |
| VC0000010299 | NICHOLAS K DUNBAR | | Active | Inactive | |
| VC0000056665 | Robert D Williams | | Active | Inactive | |
| VC0000065773 | REPUCARE INC | | Inactive | Inactive | |
| VC0000076240 | ASHLEY L MCCLUNG | | Active | Inactive | |
| VC0000076687 | JACQUELINE ANN HOLBERT | | Active | Inactive | |
| ✓ VC0000117883 | LEGACY PHOTOGRAPHICS INC | | Active | Inactive | |
| VC0000121310 | MELISSA JOY GIFFORD | | Active | Inactive | |

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▼ **General Info**

| | |
|--|--|
| Vendor/Customer : VC0000117883 | Restrict Use by Department : <input type="checkbox"/> |
| Legal Name : LEGACY PHOTOGRAPHICS | Miscellaneous Account : <input type="checkbox"/> |
| Alias/DBA : <input type="text"/> | Internal Account : <input type="checkbox"/> |
| Vendor Active Status : Active <input type="checkbox"/> | Third Party Only : <input type="checkbox"/> |
| Vendor Approval Status : Complete <input type="checkbox"/> | Third Party Vendor : <input type="checkbox"/> |
| Customer Active Status : Inactive <input type="checkbox"/> | Third Party Customer : <input type="checkbox"/> |
| Customer Approval Status : Incomplete <input type="checkbox"/> | Inventory Customer : <input type="checkbox"/> |
| Location Name : <input type="text"/> | Healthcare Provider : <input type="checkbox"/> |
| First Name : <input type="text"/> | Never Archive : <input type="checkbox"/> |
| Middle Name : <input type="text"/> | Restrict VSS Access : No <input checked="" type="checkbox"/> |
| Last Name : <input type="text"/> | Discontinue - No New Business : <input type="checkbox"/> |
| Company Name : LEGACY PHOTOGRAPHICS | Prevent MA Reference : <input type="checkbox"/> |
| Previous Name : <input type="text"/> | PunchOut Enabled : <input type="checkbox"/> |
| Previous Street : <input type="text"/> | Re-PunchOut Enabled : <input type="checkbox"/> |
| Previous City : <input type="text"/> | Electronic Order Enabled : <input type="checkbox"/> |
| Previous State/Province : <input type="text"/> | W-9 Received : <input checked="" type="checkbox"/> |
| Previous Country : <input type="text"/> | W-9 Received Date : 07/25/2022 <input type="text"/> |
| | W-8 Received : <input type="checkbox"/> |
| | W-8 Received Date : <input type="text"/> |
| | Accepts Credit Cards : <input type="checkbox"/> |
| | Active From : 07/26/2022 <input type="text"/> |
| | Active To : <input type="text"/> |
| | Last Usage Date : 06/06/2025 <input type="text"/> |
| | Department : <input type="text"/> |
| | Unit : <input type="text"/> |

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▶ Organization

▶ Disbursement Options

▶ Prenote/EFT

▶ Remittance Advice

▶ Vendor Terms

▶ Accounts Receivable

▶ eMALL

▶ Location Information

▶ Fee and Vendor Compliance Holds

| | |
|--|--|
| Fee Exempt : <input type="checkbox"/> | Tax Clearance : <input type="checkbox"/> |
| Registration Application Date : <input type="text"/> | Unemployment Insurance : <input type="checkbox"/> |
| Registration Effective Date : <input type="text"/> | Worker's Compensation : <input type="checkbox"/> |
| Registration Expiration Date : <input type="text"/> | Secretary of State Registration : <input type="checkbox"/> |
| Pre-Registration Code : <input type="text"/> | Federal Debarred : <input type="checkbox"/> |

▶ Executive Compensation

▶ Additional Information

▶ Travel

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