


| | | | |
|-----------------------|--|--|--|
| Purchase Order |  M MARSHALL UNIVERSITY | Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquires regarding this order to: (304) 696-2598 | Purchase Order # MU18PHOTOS-B |
|-----------------------|--|--|--|

| | | | |
|---|--------------|-------------------------|---|
| TO: | Vendor Code: | Ship to: JOBSITE | THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRESENTED ON PAGE TWO HEREOF AND AS SET FORTH HEREIN |
| LEGACY PHOTOGRAPHICS INC 408 E 4TH ST STE 306 BRIDGEPORT PA 19405 | | Room # N/A | WVFIMS Account #: |
| FEIN: 20-8815750 PHONE: 800-628-4509 | | | |

| P.O. Date | FY | Buyer | Ship Via | F.O.B | Terms | Contract # |
|-----------|------|-------|----------|-------|-------|------------|
| 07/01/18 | 2019 | TBD | | | | |

| | | | | |
|--|--|--|--|--|
| | | <u>CONTRACT ACCEPTANCE</u> On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of <u>Legacy Photographics, Inc.</u> <u>for Spring Commencement Ceremonies</u> signed by <u>Daved W. O'Connell</u> Title <u>Vice President</u> on <u>March 28, 2018</u> Approved as to form this _____ day of _____, 2018 Patrick Morrissey, Attorney General By: <u>N/A</u> Chief Counsel Contract Period: May 1, 2019 through April 30, 2020 with four (4) annual renewal options. THIS ORDER IS EXEMPT FROM ALL SALES TAX LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER | | |
|--|--|--|--|--|

| Line No. | Fund | Org. | Account | Encumber Amount | | |
|----------|---------|---------|---------|-----------------|--|------------------------|
| 1. | VARIOUS | VARIOUS | 70257 | OPEN END | | Total: OPEN END |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |

| | | |
|--|--|---|
| Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500 |  Authorized Signature |  Date |
|--|--|---|

Purchasing Continuation Sheet

BOG 36

Page#
2

P.O. #

MU18PHOTOS-B

Vendor: Legacy Photographics, Inc.

Organization Name
Marshall University

| Item # | Quantity | Unit | Description | Unit Price | Amount |
|--------|----------|------|--|------------|--------|
| | | | <p>Vendor to furnish Commencement Ceremony Photographer Services to Marshall University, herein "MU" or "University" as specified herein.</p> <p>Spring Commencement (May) Ceremonies</p> <p>Summarization of Addendum #1 is incorporated below.</p> <p>The tentative graduate contact list will be available about a month before the ceremony in Excel format. Contact list will include the graduate's name, permanent address and email address.</p> <p>Graduates are required to wear cap and gown at the ceremonies.</p> <p>Doctoral students are hooded on stage.</p> <p>Vendor has exclusive commercial rights to photos marketed from the events however, Vendor is requested to release the copyright for pictures given to the University.</p> <p>SmugMug will continue to sell prints taken by the official university photographer.</p> | | |

Financial Package

| Package | Base Price | Base Price with Total Commission of 15% | Commission Amount |
|------------------------------------|------------|---|-------------------|
| A = 2-8x10, 6-5x7, 16 Wallets & CD | \$134.95 | \$155 | \$20.05 |
| B = 2-8x10, 4-5x7, 16 Wallets | \$89.95 | \$103 | \$13.05 |
| C = 1-8x10, 3-5x7, 4 Wallets | \$47.95 | \$55 | \$7.05 |
| D = 4-5x7 | \$37.95 | \$44 | \$6.05 |
| E = 1-8x10, 2-5x7 | \$37.95 | \$44 | \$6.05 |
| F = 1-8x10 | \$24.95 | \$29 | \$4.05 |
| G = 2-5x7 | \$24.95 | \$29 | \$4.05 |
| H = 8 wallets | \$14.95 | \$17 | \$2.05 |
| I = Commencement Plaque | \$54.95 | \$63 | \$8.05 |
| J = CD - all images | \$79.95 | \$92 | \$12.05 |
| K = 2-8x10, 2-5x7, 8 wallets | \$69.95 | \$80 | \$10.05 |
| M = 1-10x14 | \$36.95 | \$42 | \$5.05 |
| O = 1-5x7 | \$14.95 | \$17 | \$2.05 |
| P = 1-16x20 | \$46.95 | \$54 | \$7.05 |
| T = Download Single Image | \$49.95 | \$57 | \$7.05 |
| U = Download All Images | \$79.95 | \$92 | \$12.05 |
| W = Advanced Custom Retouching | \$34.95 | \$40 | \$5.05 |
| | | \$0 | \$0.00 |
| Special Offers* | | \$0 | \$0.00 |
| Q = 1-8x10 | \$18.95 | \$22 | \$3.05 |
| R = 1-5x7 | \$10.95 | \$13 | \$2.05 |
| S = CD | \$49.95 | \$57 | \$7.05 |
| Shipping Charge for first 30 days | \$0.00 | \$0.00 | |
| Shipping Charge after 30 days | | \$5.00 | |

*Special offers, including free shipping, are offered for the first 30 days after the event and cannot be purchased alone, they are offered in addition (Add on) to the standard offers. Special offers, including offers listed above, will appear at times after the end of the first 30 days. Special offers are designed to drive prospective customers to purchase. Free shipping saves customers \$5.00 on all products. For comparison, for the first 30 days, when a buyer selects package O for \$17.00, shipping would be free. Final price to West Virginia customers would be \$17.00. All the pricing above includes 15% commission for Marshall university. The 15% commission is inclusive of the 12% required for Royalty payment. The remaining 3% commission is for Marshall University. Estimated

commission for Spring 2019 ceremony would be \$2850.00 (\$2200.00 for Royalty, and \$570.00 additional commission for the University.

Pricing with Order Options

Premium with Retouching Option – Retouched image on Kodak Premium Endura Metallic Paper
 Standard with Retouching Option – Retouched image on Kodak Luster Paper

| Package | Premium Package with Retouching includes Commission | Standard with Retouching includes Commission | Standard Package with Commission |
|------------------------------------|---|--|----------------------------------|
| A = 2-8x10, 6-5x7, 16 Wallets & CD | \$207 | \$172 | \$155 |
| B = 2-8x10, 4-5x7, 16 Wallets | \$149 | \$114 | \$103 |
| C = 1-8x10, 3-5x7, 4 Wallets | \$86 | \$71 | \$55 |
| D = 4-5x7 | \$72 | \$59 | \$43 |
| E = 1-8x10, 2-5x7 | \$72 | \$59 | \$43 |
| F = 1-8x10 | \$50 | \$41 | \$28 |
| G = 2-5x7 | \$51 | \$42 | \$28 |
| H = 8 wallets | \$40 | \$34 | \$17 |
| I = Commencement Plaque | | \$79 | \$63 |
| J = CD - all images | | \$109 | \$91 |
| K = 2-8x10, 2-5x7, 8 wallets | \$114 | \$96 | \$80 |
| M = 1-10x14 | \$66 | \$53 | \$42 |
| O = 1-5x7 | \$34 | \$28 | \$17 |
| P = 1-16x20 | \$78 | \$65 | \$53 |
| T = Download Single Image | | \$68 | \$57 |
| U = Download All Images | | \$103 | \$91 |
| W = advanced retouching | \$34 | \$34 | \$34 |
| | | | |
| Special Offers*: | | | |
| Q = 1-8x10 | \$42 | \$33 | \$21 |
| R = 1-5x7 | \$26 | \$21 | \$12 |
| S = CD | \$69 | \$69 | \$57 |
| Free Shipping First Month and for | \$0.00 | \$0.00 | \$0.00 |
| Special offers or Promotions | | | |
| Shipping After 30 Days | \$5.00 | \$5.00 | |

*Same as above

Rebate

Legacy Photographics is offering a total commission of 15% to Marshall University. This commission includes the 12% required to be paid to the appropriate entity for all trademark and licensing associated with proprietary logos, signage etc. If it is determined that Marshall University does not wish to have proprietary logos or signage placed on photos and products produced by Legacy Photographics, and retailed to Marshall University graduates, then Legacy Photographics will pay the entire 15% commission to Marshall University as directed by the appropriate Marshall University department or office. If Marshall University chooses not to receive a rebate or commission, the students would be charged the lower price, or base price without commission. Commissions have been detailed in the charts or lists displayed above.

Legacy Photographics Response to Request for Photography 2018

- Job Title:** Commencement Photography, Marshall University Commencement
- Important Notes:** Photography will consist of all photography associated with the graduation event. Specifics have been called out in RFP MU18PHOTOS and Legacy Photographics meet and exceed all requirements as requested in the scope of services detailed in section 5 “Scope of Work”, items 1 – 27. Legacy Photographics proposal is for Option 1, a proposal that includes the Fall and Spring ceremonies.
- Documentation:** Students photos are matched during the graduation ceremony to the students’ names using cards that are collected by the card reader in the order the students cross the stage.
- Turnaround:** Proofs are ready for the graduates to view hours after the ceremony. Once the images are matched to name and address information provided by the University, the proofs are emailed to the graduates and also sent via text if a text enabled phone number is provided. The graduates will also receive a Personal Identification Number that they can use to access their proofs at www.legacyphoto.com. Hard copy proofs are mailed to the graduates’ physical address 12-24 hours after the end of the ceremony.
- Delivery:** Proofs are delivered by email, text and physical mail. Prints and Products are delivered by US mail or by Fed Ex and UPS.
- Special Promotions:** Legacy Photographics will pay Marshall University for the right to be the exclusive graduation photographer at the commencement. Legacy Photographics will pay 15% of sales from portrait packages and products we sell to the graduates.

Backdrop: Legacy Photographics has in the past provided Marshall University with a backdrop with logo and crest and will continue do so if approved by the University. Optionally, we can provide “Green Screen” at the portrait location and then render images with the background. The dimensions of the backdrop would be 5ft x 8ft. The University will design the graphics or approve graphics and text created by Legacy Photographics.

Ownership: Legacy Photographics retains the right to use the photos for self-promotion. In addition, any other usage/sale of the images must be approved by the subject of the photo shoot and would be negotiated by the photographer through the photographers’ usage rights. Marshall University, on a limited basis, will have opportunity to use graduates’ photos provided by vendor, free of charge, on the condition that the vendor is given photo credit.

Price List

Legacy Photographics Packages and Pricing - Marshall University Please see separate document, Financial Package. (Incorporated into contract document)

Executive Summary

When it comes to Commencement Photography Service, you can rely on Legacy Photographics for experience, expertise and innovation. For many, a picture is a picture and a package is a package. Cameras, paper, and packages matter, but it's the people and ideas that make the difference. Our service is about giving the University, Graduation Office, Graduate, and Families the best experience possible.

Background

Legacy Photographics has 32 years of business experience with customers in seven states. Our customers include individual schools, School Districts and we have served large universities including West Chester University, Marshall University, Villanova University, The Wharton School, Temple Liberal Arts, and Temple Fox School of Business.

Qualifications and Expertise

Before 1986, very few Universities and Colleges had commencement photographs taken at their commencements. Today, you would be hard pressed to find a University that doesn't have their commencement photographed, and Legacy Photographics has been instrumental in developing and perfecting commencement photography. We introduced digital photography with all of its benefits in 2003. We were the first Photography Company located in Pennsylvania to offer online ordering, which we offered in 2000. In 2006, we introduced digital images on a CD for our customers, and in 2010, we added to our web commerce site, digital products which can be instantly downloaded to a computer or smart phone.

Innovation and new ideas has always been a key to our success. We were the first Commencement Photographer serving Marshall University to offer:

- Online ordering
- Digital images (On CD or instant download)
- Order forms mailed and Emailed within four hours
- Facial recognition – Identifies additional images for Graduates' personal galleries
- Branding of Backgrounds for University Promotions

Sample Photos



Required Responses – Section 6

Qualifications

Legacy Photographics has 32 years of business experience with customers in seven states. Our customers include individual schools, School Districts and we have served large universities including West Chester University, Marshall University, Villanova University, The Wharton School, Temple Liberal Arts, and Temple Fox School of Business.

Our first graduation photographed as a Corporation was in the spring of 1986. Since then, we have photographed over two million individuals on graduation day, and our very first university customers are still our customers today. We are considered a small company by revenue; however, we maintain staff and infrastructure to photograph dozens of events daily. Graduation is a seasonal business, and our business is supported by photographing commencements in every month of the year. Our additional school and college business complement our busiest season which is highly concentrated in May. We have successfully photographed twelve consecutive spring commencements at Marshall University.

Our corporate office and Headquarters are located in Bridgeport Pennsylvania. We maintain photography crews in Pennsylvania, New Jersey, New York, North Carolina, Georgia, and Florida. We have one local assistant that lives in Huntingdon West Virginia.

Address

Legacy Photographics, 408 East 4th Street, Bridgeport PA 19405

Staff

- President – Karen C. Aydt, karen@legacyphoto.com 32 Years
- Vice President – David O’Connell, dave@legacyphoto.com 32 Years
- Photography Manager - Derrick, 17 Years
- Graduation Manager – Erica, 11 Years
- Customer Service Manager Megan, 6 years

Staff for Marshall’s Event

Staff that will work directly on Marshall University’s Commencement and have experience with your commencement.

- Derrick (12 Years)
- Erica (11 Years)
- Mary (12 Years)
- AJ (4 Years)

Clients

- Clients that receive comparable service as requested.
 - Marshall University – Sonja Cantrell - Ph. 304-696-2258
 - Rider University – Beverly Braddock – 609-896-5000 x 7056
 - Villanova University – Chris Altman – 610-519-6338

- We have had Zero Clients terminate our relationship in the last three years.
- We have had no significant developments in our organization regarding ownership, restructuring, or personnel, and we do not expect any in the near future.
- We have no Judgments or lawsuits in the last three years.

Company Services

Print, Product and Image Enhancements

We Offer Customers a Choice of Graphics on Their Products

Prints are offered in 16x20, 10x14, 8x10, 5x7, 4x6 and Wallet sizes. All prints can be ordered borderless with no title or augmented with the college name, date and University Crest in different title styles. All titles are editable and are rendered online with the image selected to aid in the choice of style. ***ALL orders have a 100% Satisfaction Money Back guarantee.***

Borderless No Title



Overlay Title



Frosted Title



White Border & Title



Products

All photographs taken by Legacy Photographics are digital and in color.

Portraits



Highest Quality Digital Portraits

- Order online
- Mail in order form
- Call in your order
- Packages mailed USPS

Full Resolution Digital Image



Graduates may order the full resolution image.

- Add your image to personal yearbooks, calendars, or email to friends and family.
- Popular for phones, and digital frames and social media.

Presentation Plaques



Presentation Plaque offer.

- Add your image to our high-quality Wood Plaque. Holds one 5x7 print.
- Room for three lines of text on personalized graphic plate.

Display & Custom Products

Includes Plaques, Collages, Framing, etc. with options for varying graphics and customizable captions.



Specialized Products

Legacy Photographics

Legacy Photographics is your one-stop provider for all of your school's photographic needs. We offer a wide range of specialty products. Contact us at 610-279-1791 for more information and pricing. Let us know what you need and we'll make it happen!

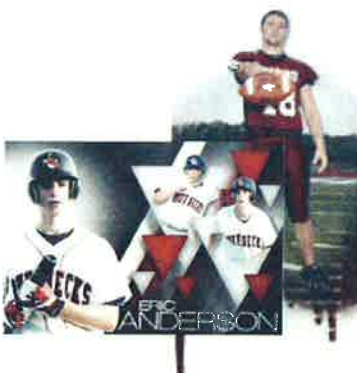


Phone Cases

Allow your customers to show off their images with iPhone cases! Each case comes rubberized along the entire outside edge to better protect iPhones from accidental drops. Cases are compatible with both iPhone4, iPhone5 and Samsung Galaxy S3 models, and come in both black and white.

Kling Ons

Kling Ons transform any image into a life-sized wall sticker. Once printed, Kling Ons have a paper-like feel and lasting durability. They can range in size from 36" to 84" and have special, low-tack glue making them easily applicable to walls, windows and other smooth surfaces. Kling Ons are also available in two smaller sizes, 8x10 and 16x20. The 8x10 Kling On includes one 5x7 Kling On and two 3.5x5 Kling Ons on one sheet (all of the same image) while the 16x20 Kling On includes one 10x18 and two 8x10 Kling Ons (all of the same image).



Level Two™ Posters

Level Two™ products are custom pieces of artwork created from posed, action or simulated action images. Our graphic artists place images on one of our 50+ Level Two™ background designs and match them to the color of the subject's uniform/clothing. Many Level Two™ designs can also be personalized with the subject's name, team name, organization logo, year or school letter. The resulting image is always printed on Kodak Endura Metallic paper. Print sizes range from 4x5 to 30x40.

Multi-image Level Two™ designs are an expansion of our current Level Two™ product line. There are seven designs to choose from, each boasting 2-3 images of an individual.

Quality • Innovation • Service

Freestyle Collage

Freestyle Collage is an affordable, customizable product that gives schools the ability to create unique prints from event images. Freestyle Collage not only allows customers to choose their own images, but also customers can choose their own backgrounds as well as add text. Print products ordered using this software are available in 10 different sizes ranging from a 5x7 print to a 30x40.



Motivational Posters

Cover your hallways in exciting motivational posters, solidify your anti-bullying campaign with a banner, reward your students with award certificates, and recognize your star teachers with a little something special. Our customers have access to our library of endless fresh designs to help drive your message home, whatever it may be.

Banners

Legacy Photographics can create your custom, high quality, full color banner in a durable, long-lasting vinyl. Metals grommets are available if necessary. Widths include either 24" or 36" inches and can be up to 8 feet long.



Commencement Photo Packages



PACKAGE A

2 - 8"x10", 6 - 5"x7", 16 wallets, and CD with all your photographs in high-resolution, plus candid photos from the event!



PACKAGE B

2 - 8"x10", 4 - 5"x7", 16 wallets



PACKAGE C

1 - 8"x10", 3 - 5"x7", 4 wallets



PACKAGE D

4 - 5"x7"



PACKAGE E

1 - 8"x10", 2 - 5"x7"



PACKAGE F

1 - 8"x10"



PACKAGE G

2 - 5"x7"



PACKAGE H

8 wallets (Add-on only, for Packages A-K)



PACKAGE I

Plaque (with one 5"x7")



PACKAGE J

CD - all your photographs in high-resolution, plus candid photos from the event on a CD. This is a CD-only package. NO PRINTS.



PACKAGE K

2 - 8"x10", 2 - 5"x7", 8 wallets



PACKAGE M

1 - 10"x14"



PACKAGE O

1 - 5"x7"



PACKAGE P

1 - 16"x20"



PACKAGE T

Download your high-resolution **RETOUCHED** image instantly (One Pose)



PACKAGE U

Download **ALL** your high-resolution **RETOUCHED** image instantly (All Poses)



PACKAGE V

4 - 4"x5"



PACKAGE X

Walnut Frame with 8"x10" or 5"x7" photo



PACKAGE Y

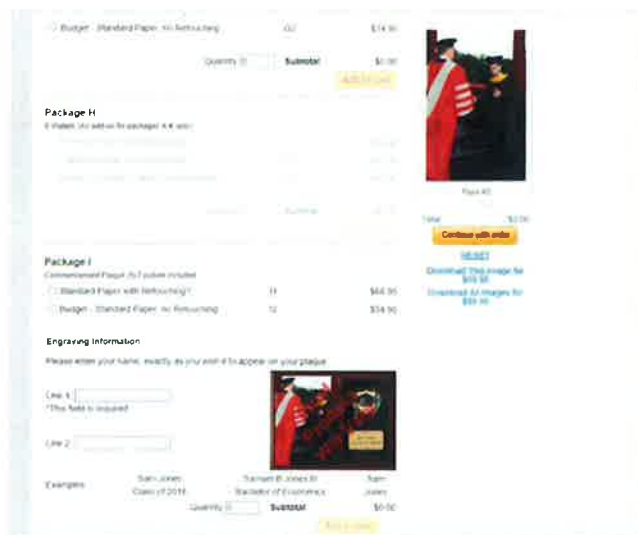
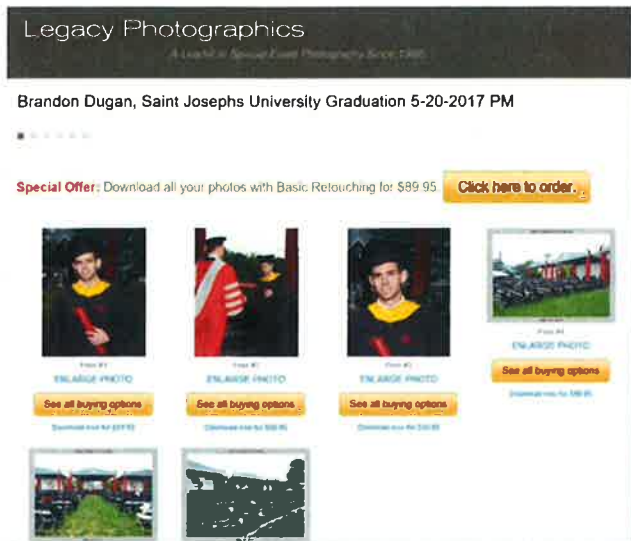
Tassel Frame

Note: the above images are visual representations of our Commencement Photo Packages, and maybe not be to scale.

Post Event Services for Graduates

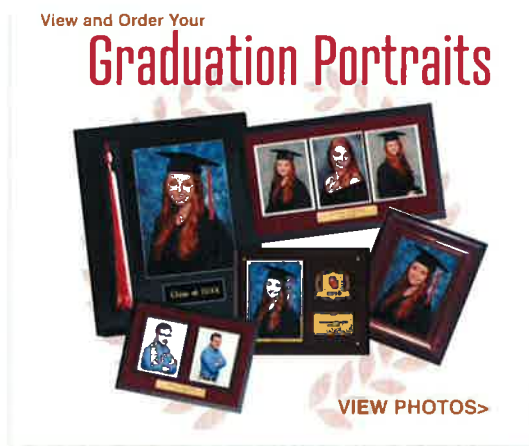
Online Image Galleries

Graduates and Graduates' friends and family will be able to view their ceremony photos online within 24 hours of the ceremony at www.legacyphoto.com. Each graduate's photos from the ceremony are matched to their name and posted to a personal online image gallery. Group photos (Including Traditional/ Virtual /Composited), Processional, Public Relations, Overviews and Friends & Family photos can be viewed through the same online gallery. Images are available for viewing and ordering for 10 years from the date of the ceremony. A large selection of portrait products, specialty items and image downloads are available for ordering online 24/7. All orders have a 100% Satisfaction Guarantee.



Email & Text Links to Photos Online

Unique links to each graduate's online image gallery will be sent once the images are activated online. Links will be sent via Email and Text to any email addresses and cell phone numbers provided by the graduate or their family on the Announcer/Address cards or on the pre-event address registration site.



Complimentary Framed Overview for University



Contact Information Privacy

Any contact information provided to or collected including emails, text numbers and physical addresses are only used by Legacy Photographics. This data is never shared or sold to other entities.

We provide the latest contact information collected from each graduate candidate photographed to each college to update their alumni information.

Sample Agreement



SCHOOL PHOTOGRAPHY AND PORTRAIT STUDIO
408 East 4th Street, Suite 306
Bridgeport, PA 19405
610.279.1791
Fax: 610.279.1849
e-mail: info@legacyphoto.com
www.legacyphoto.com

REQUEST FOR SERVICE AGREEMENT

YES, we would like to use your service to photograph our graduates as they receive their diplomas, which is at NO cost to our Organization.

WE UNDERSTAND THAT LEGACY PHOTOGRAPHICS WILL:

- 1. Photograph each graduate and mail and email a FREE COLOR PROOF to each student whose address and email is made available.
2. Provide a variety of picture sizes for your graduates to select, while at NO obligation to purchase.
3. Guarantee your graduates satisfaction or their money will be refunded.
4. Provide your institution with up to 50 complimentary pictures taken as promotional shots from your graduation.
5. Legacy Photo will not use the addresses provided by the school other than to send the student's their proofs. This list will be used exclusively by Legacy Photo for the purposes listed above.

THE SCHOOL AGREES TO:

- 1. Provide Legacy Photographics with a current mailing list (via E-mail in Excel form) of ALL graduating seniors six weeks prior to the graduation date. List will include email addresses.
2. Grant Legacy Photographics the exclusive commercial right to take pictures of each graduating senior for the next three years.

**Please sign, return and keep a copy for your records.

SCHOOL NAME _____ # OF GRADUATES _____

COMMENCEMENT DATE _____ TIME _____

LOCATION _____

AUTHORIZED SIGNATURE _____ DATE _____

E-MAIL ADDRESS _____

LEGACY REPRESENTATIVE SIGNATURE _____ DATE _____

Additional Information

Revenue derived for the University is strictly from sales of products to individual graduates and their families. As a for profit corporation, pricing is determined by the market and costs that contribute to the production and delivery of products.

- Photographer Training is a constant process and our photographers have many years of experience.
- We have ample resources to deliver services to Marshall University. We maintain Photography crews in 4 states, have a full-time staff and office, maintain an ecommerce site that operates 24 hours per day, and we have a local West Virginia resident that works with us on Marshall University's graduation.
- Legacy Photographics has no known conflicts of interest that would hinder Legacy from providing services to Marshall University.
- Legacy Photographics can perform all the services under the RFP.
- We require 45 calendar days from final execution of the contract.
- Ceremony workflow – Photographers arrive two hours before the ceremony. Photography area is set up, a piece of tape or foot marks are placed on the stage for the Dignitary. We add microphones to record the names called and add a box to hold the name cards after the name of a graduate is called. For Marshall University, we take a portrait shot as the graduate exits the stage. We have a representative direct the student to the location. After the event, we collect the microphones and Name cards for Identifying the graduates.
- Proofs are delivered in Mail, Email and Text. Graduations may also access their proofs at www.legacyphoto.com
- We have full time customer phone and email service

Online ordering

Our easy to use online order system now accounts for over 90% of graduation product sales. Convenience is the key to our success with online orders, allowing graduates and their families easy, safe and PIN enabled security. Legacy Photographics has been a leader in viewing before purchasing options for over 30 years. Our online commerce site was launched in 2000, and we completed major enhancements in 2018.

The screenshot shows the Legacy Photographics website. At the top left is the logo "LEGACY PHOTOGRAPHICS". To the right of the logo is a phone icon with the number "(610) 279.1791" and a location pin icon with the address "408 E 4th Street, Suite 306 Bridgeport, PA 19405". Below the logo and contact information is a navigation menu with the following items: "HOME", "SERVICES", "PRE-ORDER PICTURES", "SCHOOL PORTRAITS", "YEARBOOKS", "SCHEDULE SENIOR PORTRAIT", and "SEND ME A PROOF". The main content area features a large photograph of two graduates in black caps and gowns, one in the foreground smiling and holding a diploma, and another in the background. To the right of the photograph is a section titled "View & order your photographs". This section contains a form with two input fields: "Customer PIN" and "Last name". Below these fields is a prominent orange button labeled "FIND MY PHOTOS". Underneath the button is a link that says "Don't know your PIN?". At the bottom of the form is another input field labeled "Enter your e-mail" and a grey button labeled "GET MY PIN".

Welcome to Legacy Photographics

Company Values

High standards and strong company values have molded and cultivated Legacy Photographics into a highly respected company in the school photography business. Over the past 32 years, we have been passionate about helping people remember the most important moments of their lives. Our pictures have been viewed by millions of people to date. Legacy Photographics would be pleased to offer Marshall University the highest quality Commencement Photography Services available.

Legacy
Photographics

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on May 1, 2019 and extends for a period of **one (1) year** or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (**12**) months upon expiration of one (**1**) year from the effective date of this contract by giving the Director of Purchasing thirty (**30**) days written notice.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four (4) successive one (1) year periods.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

OPEN MARKET CLAUSE: The Director of Purchasing may authorize a spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

TIME: Time consumed in delivery or performance is of the essence.

ORDERING PROCEDURE: Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for shipment. If the vendor accepts credit cards, purchases may also be made using the P-card up to the established transaction limit for the department.

FUNDING PARAGRAPH: Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

INTEREST: Should this contract include a provision for interest on late payments, the agency agrees to pay the maximum legal rate under West Virginia Law. All other references to interest charges are deleted.

CONTRACT PRICING: Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least thirty (**30**) days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University. The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University.

Agreement Addendum

MU-96

AGREEMENT ADDENDUM

MU18PHOTOS

Rev. 1/18

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Any disputes brought by Vendor arising out of the agreement and any counter-claims or cross-claims by Marshall University (“Marshall”) shall be presented to the West Virginia Legislative Claims Commission. Any disputes brought by Marshall University (“Marshall”) arising out of the agreement shall be presented in the Circuit Court of Cabell County, West Virginia, or other appropriate Court having jurisdiction over the matter.
2. **HOLD HARMLESS** – Any provision requiring Marshall to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State’s governing law.
4. **TAXES** – Provisions in the agreement requiring Marshall to pay taxes are deleted. As a State entity, Marshall is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will Marshall file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. Marshall has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring Marshall to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, Marshall agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which Marshall may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting Marshall’s right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – Marshall recognizes an obligation to pay attorney’s fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, Marshall reserves the right to assign the agreement to another State of West Virginia Agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of the Marshall prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – Marshall, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor’s liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Marshall shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Marshall agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring Marshall to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. Marshall may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by Marshall prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring Marshall to purchase insurance for Vendor’s property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, Marshall does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State’s original solicitation. Any contrary delivery terms are hereby deleted.
23. **PUBLICITY** – Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to Marshall without the express written consent of Marshall.

MU18PHOTOS

- 24. **UNIVERSITY MARKS** – Vendor shall not, in any way or in any form use Marshall's trademarks or other intellectual property without prior written consent of Marshall.
- 25. **INTELLECTUAL PROPERTY** – Marshall will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising out of the agreement, and Vendor will execute any assignments of other documents necessary for Marshall to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements, intellectual property rights will be governed by the terms of the grant or contract to Marshall to the extent such intellectual property terms to apply to subcontractors.
- 26. **FERPA**. Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA). To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made.

ACCEPTED BY:
MARSHALL UNIVERSITY

OFFICE OF PURCHASING

Signed: *Tracy Brandt*

Title: Director of Purchasing /CPO

Date: 9/24/18

VENDOR

Company Name: Legacy Photo, Inc.

Signed: *David O'Connell*

Title: VP

Date: 3/28/2018

Purchasing Affidavit

MU18PHOTOS

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(j), 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.

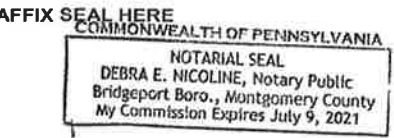
Authorized Signature: David O'Connell Date: March 28, 2018

State of Pennsylvania

County of Montgomery, to-wit:

Taken, subscribed, and sworn to before me this 28 day of March, 2018.

My Commission expires July 9, 2021.



NOTARY PUBLIC Debra E. Nicoline

Sample Certificate of Insurance



LEGAPHO-02

KBOTTINGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|---|
| PRODUCER Beneficial Insurance Services 1818 Market Street Suite 2100 Philadelphia, PA 19103 | CONTACT NAME: _____ |
| | PHONE (A/C, No, Ext): (215) 925-7656 FAX (A/C, No): (215) 923-0342 E-MAIL ADDRESS: _____ |
| INSURED Legacy Photographics, Inc. 408 E 4th St Suite 306 Bridgeport, PA 19405 | INSURER(S) AFFORDING COVERAGE NAIC # |
| | INSURER A : Harleysville Preferred Insurance Company 35696 |
| | INSURER B : Harleysville Insurance Company 23582 |
| | INSURER C : _____ |
| | INSURER D : _____ |
| | INSURER E : _____ |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER: _____ | | | BOP663321E | 01/17/2018 | 01/17/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | BOP663321E | 01/17/2018 | 01/17/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC00000063320E | 01/17/2018 | 01/17/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 208815750
Business name: LEGACY PHOTOGRAPHICS INC
Doing business
as/Trading as:

Please use your browsers back button to try again.

| | | |
|------------------------------------|--|--|
| <u>WorkforceWV</u> | <u>Unemployment Compensation</u> | <u>Offices of the Insurance Commissioner</u> |
|------------------------------------|--|--|