


<b>Purchase Change Request</b>		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	<b>Order #</b> MU18PHOTOS-B
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FY 2022	Buyer TD	Date 8/26/2021	Account VARIOUS	P.O. Date 7/1/2018	Contract MU18PHOTOS-B
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<b>Document</b> <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	<b>Document Action</b> <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
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Vendor Name, Address, Phone #, etc.  Legacy Photographics Inc 408 E 4th Street STE 306 Bridgeport, PA 19405	Vendor Code	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph#	Fax	FEIN# 23-2620404

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<b>Change Order # <u>2</u></b>  To renew contract MU18PHOTOS-B according to all terms conditions and specifications contained in the original contract including all authorized change orders. Prices are contained in the following document.  <b>Commencement Photos</b>  Effective Date: May 1, 2021 - April 30, 2022 Renewal: 2 of 4 Remaining Renewals: 2		

Reason for Change: Contract Renewal	Previous Total	\$ Open-End
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ Open-End

Approved: *Tracey Brandolini* 9/20/21  
 Authorized Signature Date

N/A  
 Attorney General if required Date

Vendor to furnish Commencement Ceremony Photographer Services to Marshall University, herein "MU" or "University" as specified herein.

Spring Commencement (May Ceremonies)

Summarization of Addendum # 1 is incorporated below

The tentative graduate contact list will be made available about a month before the ceremony in Excel format. Contact list will include the graduate's name, permanent address and email address.

Graduates are required to wear cap and gown at ceremonies.

Doctoral students are hooded on stage.

Vendor has exclusive commercial rights to photos marketed from the event however, Vendor is requested to release the copyright for pictures given to the University.

SmugMug will Continue to sell prints taken by the official university photographer.

## Financial Package

Package	Base Price	Base Price with Total Commission of 15%	Commission Amount
A = 2-8x10, 6-5x7, 16 Wallets & CD	\$ 134.85	\$ 155.00	\$ 20.05
B = 2-8x10, 4-5x7, 16 Wallets	\$ 89.95	\$ 103.00	\$ 13.05
C = 1-8x10, 3-5x7, 4 Wallets	\$ 47.95	\$ 55.00	\$ 7.05
D = 4-5x7	\$ 37.95	\$ 44.00	\$ 6.05
E = 1-8x10, 2-5x7	\$ 37.95	\$ 44.00	\$ 6.05
F = 1-8x10	\$ 24.95	\$ 29.00	\$ 4.05
G = 2-5x7	\$ 24.95	\$ 29.00	\$ 4.05
H = 8 Wallets	\$ 14.95	\$ 17.00	\$ 2.05
I = Commencement Plaque	\$ 54.95	\$ 63.00	\$ 8.05
J = CD - all images	\$ 79.95	\$ 92.00	\$ 12.05
K = 2-8x10, 2-5x7, 8 Wallets	\$ 69.95	\$ 80.00	\$ 10.05
M = 1-10x14	\$ 36.95	\$ 42.00	\$ 5.05
O = 1-5x7	\$ 14.95	\$ 17.00	\$ 2.05
P = 1-16x20	\$ 46.95	\$ 54.00	\$ 7.05
T = Download Single Image	\$ 49.95	\$ 57.00	\$ 7.05
U = Download All Images	\$ 79.95	\$ 92.00	\$ 12.05
W = Advanced Custom Retouching	\$ 34.95	\$ 40.00	\$ 5.05
Special Offers*		\$ -	\$ -
Q = 1-8x10	\$ 18.95	\$ 22.00	\$ 3.05
R = 1-5x7	\$ 10.95	\$ 13.00	\$ 2.05
S = CD	\$ 49.95	\$ 57.00	\$ 7.05
Shipping Charge for first 30 days	\$ -	\$ -	
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 of the 12% required for Royalty payment. The remaining is 3% commission for Marshall University. Estimated commission for Spring 2019 ceremony would be \$2,850.00 (\$2,200.00 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	\$ 207.00	\$ 172.00	\$ 155.00
B = 2-8x10, 4-5x7, 16 Wallets	\$ 149.00	\$ 114.00	\$ 103.00
C = 1-8x10, 3-5x7, 4 Wallets	\$ 86.00	\$ 71.00	\$ 55.00
D = 4-5x7	\$ 72.00	\$ 59.00	\$ 43.00
E = 1-8x10, 2-5x7	\$ 72.00	\$ 59.00	\$ 43.00
F = 1-8x10	\$ 50.00	\$ 41.00	\$ 28.00
G = 2-5x7	\$ 51.00	\$ 42.00	\$ 28.00
H = 8 wallets	\$ 40.00	\$ 34.00	\$ 17.00
I = Commencement Plaque	\$ -	\$ 79.00	\$ 63.00
J = CD - all images	\$ -	\$ 109.00	\$ 91.00
K = 2-8x10, 2-5x7, 8 wallets	\$ 114.00	\$ 96.00	\$ 80.00
M = 1-10x14	\$ 66.00	\$ 53.00	\$ 42.00
O = 1-5x7	\$ 34.00	\$ 28.00	\$ 17.00
P = 1-16x20	\$ 78.00	\$ 65.00	\$ 53.00
T = Download Single Image	\$ -	\$ 68.00	\$ 57.00
U = Download All Images	\$ -	\$ 103.00	\$ 91.00
W = Advanced Retouching	\$ 34.00	\$ 34.00	\$ 34.00
<b>Special Offers*:</b>			
Q = 1-8x10	\$ 42.00	\$ 33.00	\$ 21.00
R = 1-5x7	\$ 26.00	\$ 21.00	\$ 12.00
S = CD	\$ 69.00	\$ 69.00	\$ 57.00
Free Shipping for First Month and for Special Offers or Promotions	\$ -	\$ -	\$ -
Shipping After 30 days	\$ 5.00	\$ 5.00	
*Same as above			

## Rebate

Legacy Protographics 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, the 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.

Office of Purchasing

July 26, 2021

Legacy Photographic Inc.  
408 E 4<sup>th</sup> Street STE 306  
Bridgeport, PA 19405

**Re: MU18PHOTO-B Contract Renewal for Commencement Photos**

Dear Customer Service Representative,

The above referenced agreement expired on April 30, 2021. There is a provision for another renewal and changes upon written mutual agreement of the parties.

Please annotate on the bottom of this letter, with your signature and date, if you agree to renew services for **one-year**, effective May 1, 2021 through April 30, 2022.

Enclosed is a Purchasing Affidavit which requires signature and notarization as well.

If you have any questions, please feel free to call me at 304-696-3157

Sincerely,



Tracey Brown-Dolinski  
Assistant Director of Purchasing

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I agree to renew the current contract # **MU18PHOTO-B** an additional twelve (12) month period under the same terms and conditions.

Yes  No

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

David O'Connell 8/1  
Signature Date

DAVID O'CONNELL  
Printed Name

Vice President  
Title

Comments: \_\_\_\_\_

**WE ARE...MARSHALL.**

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: D'D O'Connell Date: 08/03/2021

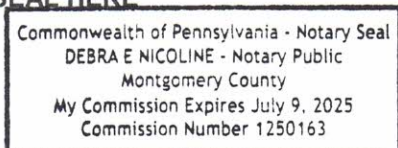
State of Pennsylvania

County of Montgomery, to-wit:

Taken, subscribed, and sworn to before me this 03 day of August, 2021.

My Commission expires July 9, 2025

**AFFIX SEAL HERE**



NOTARY PUBLIC Debra E. Nicoline

**Vendor/Customer**









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<b>Vendor/Customer</b>	<b>Legal Name</b>	<b>Alias/DBA</b>	<b>Vendor Active Status</b>	<b>Customer Active Status</b>	<b>Previous Name</b>
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**General Info**

Vendor/Customer : <input type="text"/>	Restrict Use by Department : <input type="checkbox"/>
Legal Name : <input type="text"/>	Miscellaneous Account : <input type="checkbox"/>
Alias/DBA : <input type="text"/>	Internal Account : <input type="checkbox"/>
Vendor Active Status : <input type="text" value="v"/>	Third Party Only : <input type="checkbox"/>
Vendor Approval Status : <input type="text"/>	Third Party Vendor : <input type="checkbox"/>
Customer Active Status : <input type="text" value="v"/>	Third Party Customer : <input type="checkbox"/>
Customer Approval Status : <input type="text"/>	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 : <input type="text" value="v"/>
Last Name : <input type="text"/>	Discontinue - No New Business : <input type="checkbox"/>
Company Name : <input type="text"/>	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 type="checkbox"/>
Previous Country : <input type="text"/> 	W-9 Received Date : <input type="text"/> 
	W-8 Received : <input type="checkbox"/>
	W-8 Received Date : <input type="text"/> 
	Accepts Credit Cards : <input type="checkbox"/>
	Active From : <input type="text"/> 
	Active To : <input type="text"/> 
	Last Usage Date : <input type="text"/>
	Department : <input type="text"/> 
	Unit : <input type="text"/> 

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