# **Purchase**



Marshall University
Office of Purchasing

Order#

Change Request				STALL	One John Marshall Drive Huntington, WV 25755-4100			MU	MU18PHOTOS/B		
FY 23	Buyer MW	Date 04/26	2023	Accoun		P.C	D. Date /01/2018		tract	DTOS/B	
Document  ☐ Requisition (Cancellation only)  ☐ Regular Purchase Order  ☐ Contract Purchase Order  ☐ Open End Contract Purchase  ☐ Agreement					Increase/Decrease Unused Balance Freight Renewal Extension Error  B-2620404  BOG Unit Name & Marshall Un			in Total age of Ac age of Ver	niversity		
408 E	4th Street S port, PA 19	STE 306 0405			Office of Pur One John Ma			Marshal	archasing arshall Drive WV 25755-4100		
Ph# Item#	Quantity	Fax			# 23-2620404 cription of Change			I I I - i + D	Unit Price Extended Price		
Change Order #  COMMENCEMENT PHOTOS  To renew contract MU18PHOTOS-B according to all ter and specifications contained in the original contract incluauthorized change orders. Prices are contained in the following contract includes an experiment of the property of t							uding all ollowing document.	Catal	s		
Reason for	r Change: C	CONTRACT REN	IEWAL				Increase Decrease New Tota		s s s	OPEN-END	
		Approv	ved:	Authori	July J	lu	ael			4/28/20 Date	

Attorney General if required

Date



April 17, 2023

Comments: \_\_\_

David O'Connell Legacy Photographics Inc 408 E 4<sup>th</sup> Street STE 306 Bridgeport, PA 19405

Re: Contract Renewal for MU18PHOTOS-B

To Whom it May Concern-

The above referenced contract expires 04/30/2023. There is a provision for renewal upon written mutual agreement of the parties.

Please annotate on the bottom of this letter, with your signature and date, if you agree to extend contract MU18PHOTOS/B effective May 1, 2023 through April 30, 2024 under the same terms and conditions.

Please return the letter and the enclosures signed in the original to the noted below.

Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100

If you have any questions, please feel free to call me at 304-696-2598

Sincerely,	
Rebecca Maynard Purchasing Assistant III	
I agree to extend the current contract #MU18PHOTOS/B an additional one (1	) year period under the same terms and conditions.
No	* ;
Yes, subject to the following changes indicated below or in the atta	ched letter.
David O'Cornell Signature	04/26/2023
Printed Name	
Title PrESIDENT	

## 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 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 exceed 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 SIGN	NATURE:	•
Vendor's Name: LEGP	ICY PHOTOGRAPH	165
Authorized Signature: Dow's		e: 04/20/202
State of PA		
County of Huntgumery	_	
Taken, subscribed, and sworn to be	efore me this <u>U</u> day of <u>April</u>	, 20 <u>-2, 3</u> .
My Commission expires	4 9 . 2025	<del></del>
AFFIX SEAL HERE	NOTARY PUBLIC Del	ma E. Nicoline
	Commonwealth of Pennsylvania - Norany Coal	

Purchasing Affidavit (Revised 01/19/2018)

DEBRA E NICOLINE - Notary Public

Montgomery County
My Commission Expires July 9, 2025
Commission Number 1250163

Financial Package

T III III T BCKBE			_	00	т—	
D				Base Price with Total		
Package	<del></del>	ase Price	<u> </u>	Commission of 15%	<u> </u>	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*	<del></del>		\$	-	\$	_
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		

<sup>\*</sup>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 pacakge 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

	T		<del></del>	
	Premium Package with	Standard with		
Package	Retouching includes	Retouching includes	Standard Package with	
	Commission	Commission	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	
Special Offers*:				
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.

Vendor/Customer Legal Name	Alias/DBA Vendor Active Status Customer Active Status Previous Name
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▼ General Info	
Vendor/Customer: VC0000117883	Restrict Use by Department :
Legal Name: LEGACY PHOTOGRAPHI	Miscellaneous Account :
Alias/DBA:	Internal Account :
Vendor Active Status: Active	Third Party Only:
Vendor Approval Status : Complete	Third Party Vendor : Third Party Customer :
Customer Active Status : Inactive	Inventory Customer:
Customer Approval Status : Incomplete	Healthcare Provider:
Location Name : First Name :	Never Archive :
Middle Name :	Restrict VSS Access: No 🗸
Last Name :	Discontinue - No New Business :
Company Name : LEGACY PHOTOGRAPHI	Prevent MA Reference :
Previous Name :	PunchOut Enabled : Re-PunchOut Enabled :
Previous Street :	Electronic Order Enabled :
Previous City :	W-9 Received :
Previous State/Province :	W-9 Received Date : 07/25/2022
Previous Country :	W-8 Received:
**************************************	W-8 Received Date :
	Accepts Credit Cards:
	Active From: 07/26/2022
	Active To:
	Last Usage Date: 07/28/2022  Department:
	Unit:
▼ Headquarters	
Headquarters Account : Yes	Web Address http://:
Headquarters Account Code: VC0000117883	Catalog DUNS :
Headquarters Account Legal Name : LEGACY PHOTO	
Franchise Account :	Catalog Unique Entity Identifier:
	Taxpayer ID Number : *****0404  Taxpayer ID Number Type: SSN/ITIN/ATIN ✓
<b>▼</b> Organization	
Organization Type: Company	1099 Indicator : No
1099 Classification: Corporation	v 1042-S Indicator :
1042-S Ch. 3 Recipient Code :	Taxpayer ID Number:0404
1042-S Ch. 4 Status Code :	Taxpayer ID Number Type: SSN/ITIN/ATIN ✓
Number of Employees :	Detailed TIN Type :
Merchant ID :	Foreign Tax ID : GIIN :
Sex: ✓	
Date of Birth :	1042-S Recipient Account Number:  W-8 Form:
Marital Status :	Tax Profile:
Annual Income:	Tax Profile Name :
IRS Country of Residence :	EBIC Number :
IRS Country Sub Code :	IAEC Number :
Contract Withholding Exempt :	Web Address http://:
National Provider ID :	Employee ID:
Assigning Authority:	Employee Status : 🗸
CAGE Code :	Supplier Shared Secret:
Permanent Staffed Office in State :	
<b>▽</b> Disbursement Options	
Category: DIRC	Hold Payment :
Description : Direct Payments	Hold Payment Authorized By :
Default Type : Check	Hold Payment Authorized On :
Default Priority: 99	
Default Format : REG	

Default Format Description :	Hold Reason :			
Scheduled Payment Day : Single Payment Indicator :				
Name on Check: Legal Name ✔	Prevent New Spending :		/,	
Eligible for VCA Payments :	Prevent New Orders :	Car All Danaston - 1		
VCA Effective From Date :	Third Party Code :	For All Departments	<b>7</b>	
VCA Effective To Date :	Third Party Name :		<u> </u>	
VCA Primary Email :	Third Party Approved By :		<b>4</b>	
VCA Secondary Email:	Third Party Approved On :		<b>1</b>	
VCA Comments :	Third Party Reason :			
	<i>(</i> ,			
			1.	
	Always Infer Third Party Vendor :			
	Third Party Address ID :		<b>&amp;</b>	
▼ Prenote/EFT				
Generate EFT Payment :		EFT Format :	A	
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Routing ID Number :				
Bank Phone Number :				,
Prenote Requested Date :	Prenote Ref	turn Reason Explanation :		
Prenote Return Reason :				
Prenote Return Reason Message :				
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Reason for Submission :	v			
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▼ Remittance Advice		*		
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Remittance Advice Format :	•			
Remittance Advice Format Description :				
Remittance Advice Transmission Mode :				
▼ Vendor Terms			****	
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Discount Always 1 : Discount Always 3 :				
Number of Days 2 : Number of Days 4 :				
Discount Percent 2 : Discount Percent 4 :				
Discount Always 2: Discount Always 4:				
▼ Accounts Receivable		Printer		**************************************
Default Receipt Type :	Bill Headquarters :			
Default Billing Profile :	Bankruptcy :			
Cost Accounting Funding Type :	Central Statement BPRO:	<u>.</u>		
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Send Activation Code:				
Activation Email Address :				
Activation Code :				
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Requestor Name :			
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<b>▶</b> Executive Compensation			
▼ Additional Information			
Miscellaneous Field 1 :	Miscellaneous Flag 1 :		
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▼ Travel			
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Created By: fryki1 Kimberly J Fry	Last Modified By: fryki1 Kimberly J Fry		
Created On: 07/26/2022	Last Modified On: 07/28/2022		
Last Approved By: scruggsda1	Comments :		
David L Scruggs			
Last Approved On: 07/28/2022		/,	
Date Registered: 07/26/2022			
Toρ CREATE DOCUMENT> Create New Record Market	odify Existing Record		
UPDATE> <u>Headquarters</u> Add 1099 Int	formation Entry Add 1042-S Reporting I	nformation Entry Vendor Business Types	s By Commodity
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Historical Vendor Information Vendor N	<del>lotes</del>		
Vendor Transaction History			



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 4/26/2023

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).

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PR	DDUCER					CONTACT NAME:						
							PHONE (A/C, No, Ext): (800) 922-3272 FAX (A/C, No): (866) 828-2424					
USI INSURANCE SERVICES,LLC							E-MAIL ADDRESS: Certificate@Hanover.com					
10	1 W MAIN	ST STE 900				INSURER(S) AFFORDING COVERAGE						
N	DRFOLK				VA 23510	INSURE	0	Ins Co of Ame		NAIC# 31534		
INS	URED					INSURER B: Hanover American Ins Co				36064		
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		408 E 4TH ST STE 306				INSURE						
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INSI	3	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
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	/ HIR								PROPERTY DAMAGE S			
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	If yes, des	scribe under TION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$ 500			
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DES	CRIPTION	OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedul	le, may b	e attached if more	space is require	ed)			
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CE	CERTIFICATE HOLDER CANCELLATION											
			•			THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CANCELL EREOF, NOTICE WILL BE DEI Y PROVISIONS.			
l		MARSHALL UNIVERSITY				AUTHORIZED REPRESENTATIVE						
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