

**Purchase
Change Request**



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

Order #
MU18PHOTOS/B

FY 23	Buyer MW	Date 08/01/2022	Account	P.O. Date 07/01/2018	Contract MU18PHOTOS/B
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Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input 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
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Vendor Name, Address, Phone #, etc. Legacy Photographics Inc 408 E 4th Street STE 306 Bridgeport, PA 19405	Vendor Code 23-2620404	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
		<p align="center">Change Order # <u>3</u></p> <p align="center">COMMENCEMENT PHOTOS</p> <p>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.</p> <p>Effective date of renewal May 1, 2022 through April 30, 2023.</p> <p>Renewal # 3 of 4 Renewals Remaining: (1) one (1) year period.</p>		

Reason for Change: CONTRACT RENEWAL	Previous Total	\$ OPEN-END
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ OPEN-END

Approved:

Michelle Wheeler
Authorized Signature

8/11/2022
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
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.



June 27, 2022

David O'Connell
Legacy Photographics Inc
408 E 4th Street STE 306
Bridgeport, PA 19405
Re: Contract Renewal for MU18PHOTOS-B

To Whom it May Concern-

The above referenced contract expires 04/30/2022. 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, 2022 through April 30, 2023 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.

Yes No

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

[Signature] 2/5/22
Signature Date

Carrie Moran
Printed Name

Customer Service
Title

Comments: _____

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 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 SIGNATURE:

Vendor's Name: Legacy Photographics

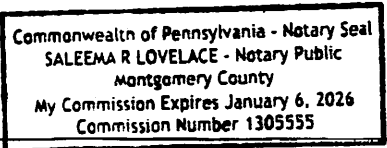
Authorized Signature: [Signature] Date: 21 Jul 22

State of Pennsylvania

County of Montgomery, to-wit:

Taken, subscribed, and sworn to before me this 21st day of July, 2022

My Commission expires January 6th 2022, 2022



AFFIX SEAL HERE

NOTARY PUBLIC

Vendor/Customer

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
VC0000102030	LEGACY - NC	CHIMI BOYD-KEYES	Active	Inactive	
VC0000109387	LEGACY APPLE III		Inactive	Active	
✓ VC0000117883	LEGACY PHOTOGRAPHICS INC		Active	Inactive	
VS0000018784	LEGACY LAND AND LAWN EQUIPMENT LLC	ANTHONY G TOMLINSON JR	Active	Inactive	
VS0000024281	LEGACY DESIGN LLC	JEREMY E EASTMAN	Active	Inactive	
VS0000040149	LEGACY WV LLC		Active	Inactive	

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▼ General Info

Vendor/Customer : VC0000117883
 Legal Name : LEGACY PHOTOGRAPHICS
 Alias/DBA :
 Vendor Active Status : Active
 Vendor Approval Status : Complete
 Customer Active Status : Inactive
 Customer Approval Status : Incomplete
 Location Name :
 First Name :
 Middle Name :
 Last Name :
 Company Name : LEGACY PHOTOGRAPHICS
 Previous Name :
 Previous Street :
 Previous City :
 Previous State/Province :
 Previous Country :

Restrict Use by Department :
 Miscellaneous Account :
 Internal Account :
 Third Party Only :
 Third Party Vendor :
 Third Party Customer :
 Inventory Customer :
 Healthcare Provider :
 Never Archive :
 Restrict VSS Access : No
 Discontinue - No New Business :
 Prevent MA Reference :
 PunchOut Enabled :
 Re-PunchOut Enabled :
 Electronic Order Enabled :
 W-9 Received :
 W-9 Received Date : 07/25/2022
 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
 Headquarters Account Code : VC0000117883
 Headquarters Account Legal Name : LEGACY PHOTOGRAPHICS
 Franchise Account :
 Web Address http:// :
 Catalog DUNS :
 Catalog Extended DUNS :
 Catalog Unique Entity Identifier :
 Taxpayer ID Number : *****0404
 Taxpayer ID Number Type : SSN/ITIN/ATIN

► Organization

▼ Disbursement Options

Category : DIRC
 Description : Direct Payments
 Default Type : Check
 Default Priority : 99
 Default Format : REG
 Default Format Description :
 Scheduled Payment Day :
 Single Payment Indicator :
 Name on Check : Legal Name
 Eligible for VCA Payments :
 VCA Effective From Date :
 VCA Effective To Date :
 VCA Primary Email :
 VCA Secondary Email :
 VCA Comments :
 Hold Payment :
 Hold Payment Authorized By :
 Hold Payment Authorized On :
 Hold Reason :
 Prevent New Spending :
 Prevent New Orders : For All Departments
 Third Party Code :
 Third Party Name :
 Third Party Approved By :
 Third Party Approved On :
 Third Party Reason :
 Always Infer Third Party Vendor :
 Third Party Address ID :

► 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**

▶ **Change Management**

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Maynard, Rebecca

From: Gray, Andrea
Sent: Thursday, July 7, 2022 11:00 AM
To: Maynard, Rebecca
Subject: RE: Legacy Photographic Inc.

Good Morning!!

Thank you so much for confirming, but yes we are wanting to move forward with the renewal. If you have additional questions, please let me know!

Best Regards,

Andrea

Andrea J. M. Gray

Office Administrator
Marshall University
Office of the Registrar
Old Main 106B
304-696-6413
gray218@marshall.edu



"Success doesn't come from pie-in-the-sky thinking. It's the result of consciously doing something each day that will add to your overall excellence."

~ Nick Saban

From: [Maynard, Rebecca](#)
Sent: Thursday, July 7, 2022 10:58 AM
To: [Gray, Andrea](#)
Subject: FW: Legacy Photographic Inc.

Hi Andrea,

I work on all the open-end contract renewals. I knew Marie had been in touch with you about the renewal for Legacy. Marie is out of the office for a few weeks, so I was going to work on this contract for her. I believe she had talked to you, and you wanted to renew the contract for Photographic for FY 23? Before I go any further, I just wanted to verify that you wanted to renew the contract?

Kindest Regards-

Rebecca Maynard
Purchasing Assistant III
Email: maynardr@marshall.edu
Phone: 304-696-2598
Address: One John Marshall Drive, Huntington WV 25755



From: Spangler, Marie <marie.spangler@marshall.edu>
Sent: Monday, June 20, 2022, 3:50 PM
To: Gray, Andrea <gray218@marshall.edu>
Cc: Hawthorne, Justin <hawthorne2@marshall.edu>
Subject: Legacy Photographic Inc.

Hello!

My name's Marie, and I will be working with your department as purchasing agent this year. I wanted to follow up with you to find out if the Registrar would like to renew its contract with Legacy Photographic Inc for commencement photos. There are two renewals remaining, and if you would like to renew, we'll send you a letter to sign as confirmation. Thank you, and it's nice to touch base with you 😊

Marie Spangler
Purchasing Agent
Marshall University
Office of Purchasing, Old Main Rm 125
One John Marshall Drive
Huntington, WV 25755
Phone: (304) 696-2275
Fax: (304) 696-3333
Email: marie.spangler@marshall.edu



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/15/2022

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 USI INSURANCE SERVICES,LLC 101 W MAIN ST STE 900 NORFOLK VA 23510	CONTACT NAME: PHONE (A/C, No, Ext): (800) 922-3272 FAX (A/C, No): (866) 828-2424 E-MAIL ADDRESS: Certificate@Hanover.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Citizens Ins Co of America INSURER B : Hanover American Ins Co INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 31534 36064

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	OBR H490169 01	01/17/2022	01/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	OBR H490169 01	01/17/2022	01/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	Y	N	OBR H490169 01	01/17/2022	01/17/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WZR H483465 01	01/17/2022	01/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 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)
Excluded Officers: KAREN AYDT; DAVID O'CONNELL
DREXELBROOK ASSOCIATES is an Additional Insured on the General Liability pursuant to the terms and conditions by form 391-1006.

CERTIFICATE HOLDER PA 19026	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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