


<b>Purchase Order</b>	 <b>MARSHALL UNIVERSITY</b> <small>Direct all inquiries regarding this order to: (304)</small>	Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100	<b>Purchase Order #</b> MU24COMPHOTO -A
-----------------------	---	---	--

<b>TO:</b>  GradImages 3490 Martin Hurst Road Tallahassee, FL 32312  FEIN: 208815750      PH: 850-906-3506	Vendor Code: 208815750	<b>Ship to:</b>  Marshall University Rec Dept 201 21st Street Huntington, WV 25703  Room #	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN  WVFIMS Account #:
--	---------------------------	--	---

P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
11/01/2024	25	LL			NET 30	MU24COMPHOTO

CONTRACT ACCEPTANCE

On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of GradImages

Commencement Photography

signed by Damon Butler

Title VP of Finance

on May 29, 2024

OFFICE OF THE WEST VIRGINIA  
ATTORNEY GENERAL APPROVAL:

Approved as to form this 1st day of November, 2024

By: John L. Gray  
Deputy Attorney General

Commencement Photography  
Effective: Upon the approval date of the WVAG for a 12 month period

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.						Total: <span style="border: 1px solid black; padding: 2px;">Open End</span>
2.						
3.						
4.						

Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500	 Authorized Signature	<u>11.01.2024</u> Date
--	--	---------------------------

**MU24COMPHOTO  
COMMENCEMENT PHOTOGRAPHY  
ATTACHMENT "A" PRICING PAGE**

**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	N/A (See our Packages Below)	N/A (Retouching Costs Below)	N/A (See our Packages Below)
B = 2-8x10, 4-5x7, 16 Wallets	N/A (See our Packages Below)	N/A (Retouching Costs Below)	N/A (See our Packages Below)
C = 1-8x10, 3-5x7, 4 Wallets	N/A (See our Packages Below)	N/A (Retouching Costs Below)	N/A (See our Packages Below)
D = 4-5x7	N/A (See our Packages Below)	N/A (Retouching Costs Below)	N/A (See our Packages Below)
E = 1-8x10, 2-5x7	N/A (See our Packages Below)	N/A (Retouching Costs Below)	N/A (See our Packages Below)
F = 1-8x10	\$28.95	N/A (Retouching Costs Below)	\$20.95
G = 2-5x7	N/A (See our Packages Below)	N/A (Retouching Costs Below)	N/A (See our Packages Below)
H = 8 wallets	\$31.95	N/A (Retouching Costs Below)	\$25.95
I = Commencement Plaque	N/A (See our Packages Below)	N/A (Retouching Costs Below)	\$44.95
J = CD - all images	N/A	N/A (Retouching Costs Below)	N/A
K = 2-8x10, 2-5x7, 8 wallets	N/A (See our Packages Below)	N/A (Retouching Costs Below)	N/A (See our Packages Below)
M = 1-10x14	\$42.95	N/A (Retouching Costs Below)	\$32.95
O = 1-5x7	\$15.95	N/A (Retouching Costs Below)	\$9.95
P = 1-16x20	N/A (See our Packages Below)	N/A (Retouching Costs Below)	N/A (See our Packages Below)
T = Download Single Image	N/A	N/A (Retouching Costs Below)	\$34.95
U = Download All Images	N/A	N/A (Retouching Costs Below)	\$74.95
W = Advanced Retouching	See below	See below	See below
<b>Special Offers*:</b>			
Q = 1-8x10	\$28.95	N/A (Retouching Costs Below)	\$20.95
R = 1-5x7	\$15.95	N/A (Retouching Costs Below)	\$9.95
S = CD	N/A	N/A	N/A
Free Shipping for First Month and for Special Offers or Promotions	N/A	N/A	N/A
Shipping After 30 days	See Shipping Scale Below	See Shipping Scale Below	See Shipping Scale Below
<i>*Same as above</i>			

# PRICING SCHEDULE

## GradImages: Prints and Digital files

Package	Description	Retail Price	Laminated	Pearlized
1 5x7	A single 5x7 print	\$9.95	\$12.95	\$15.95
8x10 Print	A single 8x10 print	\$20.95	\$25.95	\$28.95
10x14 Print	A single 10x14 print	\$32.95		\$42.95
8 Wallets Pre Cut	Eight wallet size (2"x3") prints	\$25.95		\$31.95
Graduate Special	One 8x10 and four 5x7s	\$44.95		\$54.95
Mix and Match Value Plus	Two 8x10s, Four 5x7s, Eight wallets	\$94.95		\$104.95
Premium + 2 5x7's	All digital files assigned and two 5x7s	\$74.95	\$80.95	\$84.95
Mix and Match Deluxe	Two 8x10s, Four 5x7s, Eight wallets + Single digital image	\$119.95		\$134.95
Ultimate Grad Package	Two 8x10s, Four 5x7s, Eight Wallets, All Digital Images	\$129.95		\$144.95
Mix and Match Supreme	Three 8x10s, Eight 5x7s, Sixteen Wallets, ALL digital images, and Commencement Plaque	\$169.95		\$189.95

\*Note: "**mix & match**" provides the ability to assign different images to the individual hard copy photos within the package.

\*Red entries also come with the Photo Story

Digital Options	Description	Retail Price
Single Image	Single original digital file	\$34.95
Premium Download	All digital files assigned	\$74.95

Service	Description	Retail Price
Basic Retouching	Basic retouching softens the skin, adjusts exposure and color balances the image. Provided on all products.	Free
Complexion Touch Up	Softens imperfections in the skin, brightens teeth and eyes, and enhances images	\$14.95
Complexion Touch Up All Images	Softens imperfections in the skin, brightens teeth and eyes, and enhances all assigned images	\$19.95
Custom Plus Touch Up	Images are edited by our image enhancement team including: custom complexion blemish and glare touch up, whiten teeth and eyes and adjust image exposure if needed	\$24.95
Portrait Blur Effect	Portrait Effect blurs the background of your image, adds perspective and puts the focus back on you	\$24.95
Remove Glasses Glare	Removed the glare on glasses to better see the eyes on images	\$19.95

# PRICING SCHEDULE

## Gradimages: Keepsakes and Frames

Package	Description	Retail Price
Folio	Two 5x7 prints of your choice in a leather-bound tabletop folio.	\$49.95
Plaque	A side-by-side photo and salutation on an 8x10 plaque	\$44.95
5x7 White Framed print	An easel-backed white frame print	\$39.95
Graduation Photo Cube 4x4	A custom photo cube with images and editable text and graphics	\$42.95
Gallery Portrait with Stand 5x7	5x7 print mounted to wood base with black easel.	\$39.95
Tassel Frame	A 10x13 frame with 5x7 photo included and shadow box for tassel display	\$55.95
Metal Portrait with Acrylic Stand	A 5x7 metal print mounted on a clear acrylic stand	\$44.95
8x10 Canvas Print	An 8x10 photo printed onto an art canvas mounted to hang on the wall	\$59.95
Dual Image Print and Frame	Two vertical 5x7s with mounting brackets for wall hanging and easel back for tabletop display. Includes 10x14 black frame and up to 2 lines of custom text	\$79.95
Dual Image Horizontal Plaque	Two horizontal 5x7s with mounting brackets for wall hanging and easel back for tabletop display. Includes 10x14 black frame and up to 2 lines of custom text	\$84.95
12 x 18 Wood Framed Print	A 12x18 cherry wood frame with an 8x12 image of your choice and white mat. Mounted and ready to hang on the wall	\$199.95
The Chic	Vertical photo cards printed with your image on one side and a subtle design on the reverse side. 12 cards in total	\$39.95
The Classic	Vertical photo cards printed with your image on one side and a subtle design on the reverse side. 12 cards in total	\$39.95
The Modern	Vertical photo cards printed with your image on one side and a subtle design on the reverse side. 12 cards in total	\$39.95

## Shipping

Order Subtotal	Shipping Cost
\$0.01 - \$25.00	\$8.50
\$25.01 - \$45.00	\$8.75
\$45.01 - \$75.00	\$10.75
\$75.01 - \$100.00	\$12.75
\$100.01 and up	\$16.25

# REBATE

## 17% of Sales

GradImages is offering a total commission of 17% of sales to Marshall University. This includes the 12% required to be paid to the appropriate entity for all trademark and licensing associated with proprietary images, signage, etc. The remaining 5% commission will be paid directly to Marshall University.

The above offer is contingent upon GradImages being selected as the exclusive commencement photographer for both Spring and Fall commencement ceremonies.



# RFP REQUIRED ITEMS

## MARSHALL UNIVERSITY GENERAL TERMS AND CONDITIONS PURCHASES UNDER \$50,000

1. **CONTRACTUAL AGREEMENT:** Vendor's signature to the Contract signifies Vendor's agreement to be bound by and accept the terms and conditions contained in the Contract. Therefore, the parties agree that the following contractual terms and conditions are dominate over any competing terms made a part of the Contract. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THESE GENERAL TERMS AND CONDITIONS, THESE GENERAL TERMS AND CONDITIONS SHALL CONTROL.**
2. **DEFINITIONS:** As used in this Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications, if applicable, included with the Contract.
  - 2.1 "Board" means the Governing Board of Marshall University.
  - 2.2 "Chief Procurement Officer" means the individual designated by the President of Marshall University to manage, oversee, and direct the purchasing and acquisition of supplies, equipment, services, and printing for the University.
  - 2.3 "Contract" means the binding agreement that is entered between the University and the Vendor to provide requested goods and/or services requested in the Contract.
  - 2.4 "Governing Board" means the Marshall University Board of Governors as provided for in the West Virginia state code.
  - 2.5 "Higher Education Institution" means an institution as defined by Sections 401(f), (g) and (h) of the federal Higher Education Facilities Act of 1963, as amended.
  - 2.6 "Office of Purchasing" means the section within Marshall University headed by the Chief Procurement Officer and its personnel.
  - 2.7 "Purchasing Card" or "P-Card" means The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.
  - 2.8 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, departments, or divisions as context requires.
  - 2.9 "University" means Marshall University or Marshall.
  - 2.10 "Vendor" or "Vendors" means any entity providing either a verbal or written offer in response to the Contract and has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below (select one):

**Term Contract:**

**Initial Contract Term:** The Contract becomes effective on upon award and extends for a period of one year(s).

**Renewal Term:** The Contract may be renewed upon the mutual written consent of the University and the Vendor. Any request for renewal should be submitted to the University thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of the Contract is limited to four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed forty-eight (48) months in total.

Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

**Fixed Period Contract:** The Contract becomes effective upon Vendor's receipt of the contract and must be completed within \_\_\_\_\_

**One-Time Purchase:** The term of the Contract shall run from the issuance of the Award Document until all the goods contracted for have been delivered, but in no event, will the Contract extend for more than one fiscal year.

**Other:** See attached.

4. **QUANTITIES:** The quantities required under the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below.

**Open End:** Quantities stated in the Contract are approximations only, based on estimates supplied by the University. It is understood and agreed that the Contract shall cover the quantities ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**One-Time Purchase:** The Contract is for the purchase of a set quantity of goods or services that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under the Contract without an appropriate change order approved by the Vendor, University, and/or when necessary, the Attorney General's office.



# RFP REQUIRED ITEMS

5. **REQUIRED DOCUMENTS:** All the items checked below must be provided to the University by the Vendor as specified below.

**PERFORMANCE BOND:** The successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.

**MAINTENANCE BOND:** The successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and received by the Marshall University Office of Purchasing Office prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the University.

**OTHER:** \_\_\_\_\_

The successful Vendor shall also furnish proof of any additional licenses or certifications prior to Contract award regardless whether that requirement is listed above.

6. **INSURANCE:** The Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the University with proof that the insurance mandated herein has been continued. Vendor must also provide with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancellation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of the contract. The Vendor shall also furnish proof of any additional insurance requirements prior to the Contract award regardless of whether that insurance requirement is listed in this section. Any provisions requiring the University to maintain any type of insurance for either of its or the Vendors benefit is deleted.

Vendor must maintain the following checked coverages:

**Commercial General Liability Insurance** in at least an amount of \$1,000,000 per occurrence and an aggregate of \$3,000,000

**Automobile Liability Insurance** in at least an amount of: \$1,000,000 per occurrence and an aggregate of \$3,000,000

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence and an aggregate of \_\_\_\_\_

**Commercial Crime and Third-Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence and an aggregate of \_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence and an aggregate of \_\_\_\_\_. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in performance of the Contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract. \_\_\_\_\_ per occurrence and an aggregate of \_\_\_\_\_

7. **WORKERS' COMPENSATION INSURANCE:** The successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

8. **STATUTE OF LIMITATIONS -** Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

9. **PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding



# RFP REQUIRED ITEMS

the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

- 10. PAYMENT METHODS:** Marshall University prefers to pay Vendors by electronic funds transfer or P-Card for payment of all orders under this Contract.
- 11. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly included in the unit or lump sum price amount that Vendor is required by the Contract to provide. Requesting such fees or charges be paid after the Contract has been awarded may result in cancellation of the contract.
- 12. FEES OR COSTS:** Any references contained in the Contract obligating the University to pay to compensate Vendor, in whole or in part, for lost profit, pay a termination fee, pay liquidated damages if the Contract is terminated early, seeking to accelerate payments in the event of Contract termination, default, or non-funding, costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is hereby deleted. Any language imposing and interest or charges due to late payment is deleted.
- 13. RISK SHIFTING:** Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
- 14. LIMITING LIABILITY:** Any language limiting the Vendor's liability for direct damages is deleted.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or other taxes arising out of the Contract and the transactions contemplated hereby. The University is exempt from federal and state taxes and will not pay or reimburse such taxes. The University will, upon request, provide a tax-exempt certificate to confirm its tax-exempt status.
- 16. FISCAL YEAR FUNDING:** The Contract shall continue for the term stated herein, contingent upon funds being appropriated by the WV Legislature or otherwise being made available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the University may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- 17. CANCELLATION/RIGHT TO TERMINATE:** The University reserves the right to cancel/terminate the Contract immediately upon written notice to the Vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The University may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor. In the event of early cancellation, the University agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date.
- 18. RIGHT OF FIRST REFUSAL** Any language seeking to give the Vendor a Right of First Refusal is hereby deleted.
- 19. TIME:** Time is of the essence with regard to all matters of time and performance in the Contract.
- 20. DELIVERY** -All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 21. APPLICABLE LAW:** The Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, W. Va. Code or Marshall University Board of Governors Policy No. FA-9 Purchasing Policy is void and of no effect. Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the University shall be brought in the West Virginia Legislative Claims Commission. Other causes of action must be brought in the West Virginia Court authorized by statute to exercise jurisdiction over it. Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
- 22. COMPLIANCE WITH GOVERNING LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By entering into this Contract, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.
- 23. DISPUTES/ARBITRATION:** Any references made to arbitration contained in the Contract, Vendor's offer, or in any American Institute of Architects documents pertaining to the Contract are hereby deleted, void, and of no effect.





# RFP REQUIRED ITEMS

- 24. MODIFICATIONS/AMENDMENTS:** Notwithstanding anything contained in the Contract the parties agree that all amendments, modifications, alterations, or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.
- 25. NO WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of the Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- Any provisions requiring the University to waive any rights, claims or defenses is hereby deleted.
- 26. SUBSEQUENT FORMS:** The terms and conditions contained in the Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the University such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT:** The Vendor agrees not to assign the Contract nor the monies due under it to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board, or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by the Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the University; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. UNIVERSITY EMPLOYEES:** University employees are not permitted to utilize the Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Contract is a public document. Any Provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W.Va. Code §29B-1-1, et. seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the University's sole discretion. The University shall not be liable in any way for disclosure of any such records.
- The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the University, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the University's policies, procedures, and rules.
- 31. LICENSING:** Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local University of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state University or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the University to verify that the Vendor is licensed and in good standing with the above entities.
- 32. ANTITRUST:** By signing the contract with Marshall University, the Vendor agrees to convey, sell, assign, or transfer to the University all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by Marshall University. Such assignment shall be made and become effective at the time the University tenders the initial payment to Vendor.
- 33. THIRD-PARTY SOFTWARE:** If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 34. RIGHT TO REPOSSESSION NOTICE:** Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 35. VENDOR CERTIFICATIONS:** By entering into the Contract, Vendor certifies (1) that its offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting an offer for the same material, supplies, equipment or services; (2) that its offer is in all



# RFP REQUIRED ITEMS

respects fair and without collusion or fraud; (3) that the Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed the Contract in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on the contract also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the University. The individual signing this Contract on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this Contract or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with the all State agencies as required.

36. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Contract and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the University for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and University with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
37. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the University, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage, and hour laws.
38. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §18B-5-5 and §5A-3-18 the University is prohibited from awarding a contract to any Vendor that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Marshall University Office of Purchasing affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
39. **CONFLICT OF INTEREST:** Vendor, its officers, members, or employees shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the University.
40. **MARSHALL UNIVERSITY'S INFORMATION TECHNOLOGY SERVICES AND SUPPORT DEPARTMENT (IT) FEES:** If a vendor requires services through the Marshall University's IT Department, they must reimburse the University at the IT Rate Schedule which is located at: <https://www.marshall.edu/it/rates/>.
41. **PUBLICITY:** Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to the University without the express written consent of the Marshall University Communications Department. Requests should be sent to [ucomm@marshall.edu](mailto:ucomm@marshall.edu).
42. **UNIVERSITY MARKS:** Vendor shall not, in any way or in any form use the University's trademarks or other intellectual property without the express written consent of the Marshall University Communications Department. Requests should be sent to [ucomm@marshall.edu](mailto:ucomm@marshall.edu).
43. **INTELLECTUAL PROPERTY:** The University 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 the University 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 the University to the extent such intellectual property terms to apply to subcontractors.
44. **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



# RFP REQUIRED ITEMS

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.

**45. REPORTS:** Vendor shall provide the University with the following reports identified by a checked box below:

- Such reports as the University may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by University, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by University.

## ADDITIONAL TERMS AND CONDITIONS - Construction Contracts ONLY

1. **CONTRACTOR'S LICENSE:** W. Va. Code § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board
2. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
3. **PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.
4. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.
5. **DAVIS-BACON AND RELATED ACT WAGE RATES:**

The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

## ADDITIONAL TERMS AND CONDITIONS - Architectural and Engineering Contracts ONLY

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to an award of the Contract for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Marshall University Office of Purchasing buyer by the Agency. The Marshall University Office of Purchasing buyer shall send the addendum to all interested vendors. Any addendum should be received by the Marshall University Office of Purchasing at least fourteen (14) days prior to the anticipated date the Contract will be awarded.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.



# RFP REQUIRED ITEMS

4. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007; Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent therewith.

**DESIGNATED CONTACT: the point of contact for matters relating to the Contract.**

Lynn Papapetrou

(Printed Name and Title)

850-906-3572

(Phone Number)

850-408-4070

(Cell Phone Number)

(Fax Number)

lynn.papapetrou@balfour.com

(Email Address)

**CERTIFICATION AND SIGNATURE:** By signing below, I certify that I have reviewed this Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that the product or service proposed meets the mandatory requirements contained in the Contract for that product or service, unless otherwise stated herein; that the Vendor expressly accepts the terms and conditions contained in the Contract; **that Vendor understands and acknowledges that the terms and conditions contained in this contract take precedence over and any terms and conditions that Vendor seeks to be made a part of this contract (regardless of when the terms and conditions become effective) to the extent there is a conflict;** that I am authorized by the Vendor to execute and submit this Contract or any documents related thereto on Vendor's behalf; that I am authorized to bind the Vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has/will properly register with the WV Purchasing Division and Marshall University.

GradImages

(Company)

(Authorized Signature)

(Phone Number)

(Cell Phone Number)

(Fax Number)



# **REQUEST FOR PROPOSAL**

## (Marshall University and RFP MU24COMPOTO)

### **SECTION 4: PROJECT SPECIFICATIONS**

- 4.1. Background and Current Operating Environment:** Marshall University (MU or University) is soliciting bids on behalf of the Registrar's Office to establish a contract for commencement photography. The University seeks to establish a contract for commencement photography services. Printing of photographs should be of excellent quality. The photographers must provide the opportunity for each graduate to have their picture taken prior to the graduation ceremony at a site designated by the University's on-site representative and must provide a background and all equipment necessary for this photograph. Each graduate who elects to be photographed will receive a proof of this photograph with the opportunity to order portrait packages. The photographers must take pictures at designated locations on, or near, the stage as coordinated with the University's on-site representative so as to not distract or disrupt the commencement ceremony. Every graduate will be photographed.
- 4.2. Definitions:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
- 4.2.1. "Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 4.2.2. "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in Bonfire™ or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- 4.2.3. "Solicitation"** means the official notice of an opportunity to supply Marshall University with goods or services that is published by the Office of Purchasing.
- 4.3. Project Goals and Mandatory Requirements:** Vendor should describe its approach and methodology to providing the service or solving the problem described by meet the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.
- 4.3.1. Goals and Objectives** – The project goals and objectives are listed below.
- 4.3.1.1.** Clear and accurate action photos of all students crossing the stage.
- 4.3.1.2.** Clear and exact portrait with Marshall University Logo Background.
- 4.3.1.3.** Clear photos of pre ceremony action shots.
- 4.3.2. Mandatory Project Requirements** – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where

# **REQUEST FOR PROPOSAL**

## **(Marshall University and RFP MU24COMPHOTO)**

its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

- 4.3.2.1. All services shall be provided at no cost to the University.
- 4.3.2.2. Fees are only due from customers wishing to purchase from the proof received in the mail.
- 4.3.2.3. Vendor shall provide photography services to include photographing individual degree candidates for all commencement exercises as follows:
  - 4.3.2.3.1. Fall Commencement (December) – one combined commencement with approximately 1,000 graduates.
  - 4.3.2.3.2. Spring Commencement (May) – two, possibly three undergraduate and graduate ceremonies. The estimated total number of graduates is approximately 2,000.
- 4.3.2.4. Vendor shall become familiar with the commencement facilities. Familiarity with the commencement facility is essential in executing a flawless ceremony.
- 4.3.2.5. Prior to the ceremony, Vendor shall discuss the best possible set up with facility officials and the commencement coordinators to ensure that graduates receive the best possible photographs.
- 4.3.2.6. Vendor shall learn the flow of the ceremonies and all photo locations.
- 4.3.2.7. Maintain the dignity of the ceremony by being unobtrusive. Vendor shall wear black and white while photographing.
- 4.3.2.8. Vendor shall stand at an angle so as not to block the view of the graduate's family and friends. This angle enables Vendor to capture the handshake with the President and a full-face shot of the graduate.
- 4.3.2.9. As the graduate exits the stage another picture shall be taken in front of the MU logo backdrop. This provides the graduate with a second proof from which to choose enlargements, eliminating the need for families and well-wishers to crowd the stage to get a picture of the graduate.
- 4.3.2.10. Confirm dates and times of ceremonies by sending a confirmation letter one month prior to the ceremony. At that time, marketing materials shall be sent to assist University in answering questions regarding commencement photos.

# **REQUEST FOR PROPOSAL**

## **(Marshall University and RFP MU24COMPHOTO)**

- 4.3.2.11.** Positively identify each candidate.
- 4.3.2.12** Provide University with the cards in which the graduates' names are called from to receive their diplomas.
- 4.3.2.13.**The photography team and its support staff shall arrive at least two hours prior to the start of each ceremony, with all necessary battery and back-up battery power, film, and equipment. Vendor's head photographer shall report to the commencement coordinators to ensure that there have not been any last-minute changes.
- 4.3.2.14.**To assist the President, Vendor shall place a piece of tape down for him to stand on while shaking hands with the doctoral students and on the lower stage while shaking hands with the graduates. This is to ensure that Vendor shall be at the correct angle to the graduate. A piece of tape shall also be placed for the graduate as he or she exits the stage. The tape indicates where the graduate shall walk and smile at the camera for their second shot at the MU backdrop.
- 4.3.2.15.**Vendor shall provide a promotional photographer to take candid pictures an hour and a half before the processional and also during the ceremony.
- 4.3.2.16.**Pictures shall be taken of the processional, greeting, graduate and faculty speakers, platform party members, chief marshals, honorary degree recipients and the recessional.
- 4.3.2.17.**Vendor shall take group shots of the faculty and platform guests in the stage party room.
- 4.3.2.18.**All doctoral graduates shall be photographed as they are recognized.
- 4.3.2.19.**Vendors and assistants shall go to their designated areas when the graduates' degrees are conferred with equipment, film and backup equipment.
- 4.3.2.20.**Vendor's photography assistants play a significant role in the flow of the ceremony. One representative shall direct the graduates where to walk as they exit the stage for their second photo to aid in and maintain the speed and flow of the ceremony. Regardless of how fast or slow the names are read, Vendor shall be able to capture every graduate's photograph.



# **REQUEST FOR PROPOSAL**

## **(Marshall University and RFP MU24COMPHOTO)**

- 4.3.2.21. Steps shall be taken by Vendor during the ceremony to ensure that it provides the best quality photographs and at the same time not disrupt the flow of the ceremony.
- 4.3.2.22. Provide responsive customer service to university year-round.
- 4.3.2.23. Provide 2-3 shots per graduate including posed shot in front of set background and candid shot(s) on stage. Provide photographers during, before and after ceremonies to take approximately 20-30 public relations and candid story-telling shots of graduates. Provide 30 public relations and candid story-telling shots of graduates.
- 4.3.2.24. Provide each of the ten commencement coordinators with one free CD of ceremony photographs, and for the coordinators who have more than one ceremony, an appropriate numbers of CDs.
- 4.3.2.25. Take photos of stage party, President, President with honorary degree recipient, photos of processional, faculty and student speakers and others as necessary.
- 4.3.2.26. Provide marching order match of graduates with photographs.
- 4.3.2.27. Provide a sample name card for graduates to complete for the name announcement/marching order.
- 4.3.2.28. Provide adequate number of photographers to cover all ceremonies and a variety of shots per ceremony
- 4.3.2.29. Vendor agrees to pay appropriate entity the collection of all trademark and licensing fees associated with using proprietary logos, signage etc. This royalty fee is set at 12% of the recorded sales of products. This fee shall not be passed on to the student as a separate line item fee. Vendor will work directly with MU trademark licensing partner in reporting number or photos sold and paying royalty fees on each item.
- 4.3.2.30. Vendor is to provide reasonable shipping and handling charges.

### **4.3.3. Receiving/Delivery of Order**

- 4.3.3.1. Graduates wishing to place an order shall be able to do so by using an ordering system found on a website, or by email, mail, phone and fax.

# **REQUEST FOR PROPOSAL**

## **(Marshall University and RFP MU24COMPHOTO)**

- 4.3.3.2. Vendor shall be able to accept orders from, and mail to, all countries throughout the world.
- 4.3.3.3. Vendor must be able to accept cash, check, and money order, Visa, Master Card, Discover and American express. Vendor must be able to accept orders online, via phone or fax from and mail to all countries throughout the world. Orders shall be accepted after any stated deadline without penalty. Vendor must be able to provide positive tracking information throughout the ordering and delivery cycle. Vendor shall provide a toll free number and customer service available during normal business hours to address questions and concerns.
- 4.3.3.4. Those customers who have questions regarding ordering or need a special request fulfilled shall have access to a dedicated toll-free customer service hot line for assistance.
- 4.3.3.5. Vendor shall be able to order, print, track and deliver prints and photo accessories within 12 calendar days of receiving an order.
- 4.3.3.6. All mailing shall be performed by Vendor, without assistance from the school, directly to the purchaser's home.
- 4.3.3.7. Vendor shall notify each purchaser if delivery of photographs shall be delayed beyond the delivery time cited in Vendor's informational material, for extraordinary delays beyond the control of the Vendor.
- 4.3.3.8. Vendor shall consider all orders received to be based on a money-back guarantee of satisfaction.
- 4.3.3.9. Vendor shall provide survey cards with each order it processes for purposes of evaluation by graduates and their parents.
- 4.3.3.10. Vendor's production staff shall execute the delivery of proofs within 72 hours of placement of orders.

### **4.3.4. Quality of Finished Product**

- 4.3.4.1. University requires a customized full color title with University's name and date on each print. In addition, a full color logo shall be printed next to the name of University.
- 4.3.4.2. Vendor shall meet with University prior to the commencement to discuss color, type, style, front and layout of the title and logo. Final approval of the title shall be at the discretion of University. Vendor agrees to pay appropriate entity the collection of all trademark and licensing fees associated with using proprietary logos, signage etc. This royalty fee is set at 12% of the reported sales of products. This fee shall not be passed on to the student as a separate line item fee. Vendor will work directly with MU trademark licensing partner in reporting number of photos sold and paying royalty fees on each item.

# **REQUEST FOR PROPOSAL**

## **(Marshall University and RFP MU24COMPHOTO)**

### **4.3.5. Negative Retention**

4.3.5.1. Vendor shall service all orders and reorders including those placed after the deadline date(s). Vendor shall retain negatives for a period of five (5) to seven (7) years following a commencement date.

### **4.3.6. Complimentary Services/Pictures**

4.3.6.1. Vendor shall require no fee from university for commencement services. Fees are only due from customers wishing to purchase from the proof received in the mail.

4.3.6.2. Vendor shall provide University with complimentary commencement coverage pictures. A panoramic overview of each commencement ceremony shall be taken at several different angles to encompass the entire ceremony. The overviews shall be titles with university's name and date then framed and delivered to the respective schools. Each school shall receive one initial album with additional complimentary pictures available.

4.3.6.3. In addition, one overview from each ceremony shall be framed and matted in the school's colors to be displayed prominently throughout University.

4.3.6.4. In addition to the framed overviews, University shall receive five by seven (5 x 7) commencement albums from each ceremony. The contents of these albums shall consist of pictures of guest speakers, platform guests, special awards, candidates and faculty. These pictures are assembled for University to be used as reference source of for public relation needs. The pictures shall be titles with university name, date and time. The title shall be printed in school colors with a full color crest.

4.3.6.5. For the President's office, Vendor shall provide an eight by ten (8 x 10) embossed album with pictures from all the commencement ceremonies. These pictures shall capture the spirit of graduation day and shall represent the school as a whole. This album is in addition to the five by seven (5 x 7) albums for the individual schools and shall be delivered on an annual basis.

4.3.6.6. Vendor shall provide University name reading cards for the graduates at each ceremony. The cards shall be color coded and delivered to university prior to the commencements.

4.3.6.7. Vendor shall provide University information flyers to the individual ceremony coordinators to include with the pre-mailing to the graduates to inform them of our presence on graduation day.

4.3.6.8. 100% Satisfaction Guarantee.

4.3.6.9. Guarantee the complete satisfaction of all customers. If any customer is not satisfied for any reason, his or her money shall be refunded.

# **REQUEST FOR PROPOSAL**

## (Marshall University and RFP MU24COMP PHOTO)

- 4.4. **Qualifications and Experience:** Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems like those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

**4.4.1. Mandatory Qualification/Experience Requirements:** The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in the technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

**4.4.1.1.** Qualified Vendors with a minimum of five years' experience and expertise in providing commencement photography at a major university.

**4.4.1.2.** Individuals or firms wishing to submit proposals must demonstrate expertise, experience, and capacity to provide the above services. Proposals should at a minimum address the following elements which will be used to review and rank proposals.

**4.4.1.2.1.** Name and address of your location that will service the University.

**4.4.1.2.2.** Location, size, capability, background, and accessibility of the firm and its principals, including any West Virginia presence.

**4.4.1.2.3.** Description of the services your Firm provides and give the percentage of revenue derived.

**4.4.1.2.4.** Strong experience in performing requested services.

**4.4.1.2.5.** Describe any changes in ownership, restructuring, or personnel reorganizations within the past three (3) years. State if you anticipate future significant changes in your organization.

**4.4.1.2.6.** List all judgments from lawsuits in the last 3 years, which are concerned directly with the staff or part of your organization proposed for the contract. List (any) pending or completed lawsuits involving the corporation, partnership or individuals and identify which are concerned directly with the staff or part of your organization proposed for the contract.

## **REQUEST FOR PROPOSAL**

### (Marshall University and RFP MU24COMPHOTO)

- 4.4.1.2.7. Provide references three projects comparable to Marshall University. For each, Include the name, email address and current telephone number of the person most knowledgeable and who may be contacted by the University during the evaluation process.
- 4.4.1.2.8. List clients who have terminated services during the past three (3) years and their reasons for doing so. For each, Include the name, email address and current telephone number of the person most knowledgeable and who may be contacted by the University during the evaluation process.
- 4.4.1.2.9. State any potential conflicts of interest that the Firm would have in providing the requested services to the University.
- 4.4.1.2.10. List/identify any services the firm is unable to perform und this RFP.
- 4.4.1.2.11. Describe how your firm controls the costs of services to the customers.
- 4.4.1.2.12. Attach a sample agreement the Firm uses for photography services.
- 4.4.1.2.13. Describe areas or processes, not included in the scope that provides more complete and thorough services.
- 4.4.1.2.14. Provide a description of your capabilities to perform.
- 4.4.1.2.15. Specific identification of the individual(s) and their related experience.
- 4.4.1.2.16. Describe the firm's capacity to perform in a timely manner and devote sufficient resources to the project.
- 4.4.1.2.17. Provide any additional information that you believe to be relevant to the RFP and the firm's capability to provide the services required.
- 4.4.1.2.18. State the number of calendar days from final execution of the contract that the firm needs prior to the initial commencement exercise.
- 4.4.1.2.19. Provide sample images of the firm's commencement photography.
- 4.4.1.2.20. Provide information regarding staff photographer training.
- 4.4.1.2.21. Provide sample ordering options.

4.5. **Oral Presentations (Department Option):** The Department has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may

# REQUEST FOR PROPOSAL

## (Marshall University and RFP MU24COMPHOTO)

not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

Materials and Information Requested at Oral Presentation:

### SECTION 5: VENDOR PROPOSAL

#### 5.1. Proposal Options:

**5.1.1. Proposal Option 1:** A proposal that includes the Fall and Spring commencement ceremonies.

**5.1.2. Proposal Option 2:** A proposal that includes two (2) separate proposals: one (1) for Fall only and one (1) for Spring only.

**5.2. Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

**5.3. Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

**5.4. Proposal Format:** Vendors should provide responses in the format listed below:

**5.4.1. Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.

**5.4.2. Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

**5.4.3. Table of Contents:** Clearly identify the material by section and page number.

**5.4.4. Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

**5.4.5. Proposal Submission:** All proposals must be submitted to the Office of Purchasing **prior** to the date and time stipulated in the RFP as the opening date. All submissions must be in accordance with the provisions listed in Section 2: Instructions to Bidders Submitting Bids.

# REQUEST FOR PROPOSAL

## (Marshall University and RFP MU24COMPHOTO)

### SECTION 6: EVALUATION AND AWARD

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of (seventy) 70 of the one hundred (100) points. Cost represents thirty (30) of the one hundred (100) total points.

**Evaluation Point Allocation:**

Project Goals and Proposed Approach (§ 4.3)	
- Approach & Methodology to Goals/Objectives (§ 4.3.1)	(20) Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.3.2)	(25) Points Possible
Qualifications and experience (§ 4.3)	
- Qualifications and Experience Generally (§ 4.4)	(20) Points Possible
- Exceeding Mandatory Qualification/Experience Requirements (§ 4.4)	(5) Points Possible
<u>(Oral interview, if applicable) (§ 4.5)</u>	<u>Not applicable</u>
<u>Total Technical Score:</u>	<u>70 Points Possible</u>
<u>Total Cost Score:</u>	<u>30 Points Possible</u>

**Total Proposal Score: 100 Points Possible**

- 6.3. Technical Bid Opening:** At the technical bid opening, the Office of Purchasing will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Department evaluation committee for technical evaluation.

# REQUEST FOR PROPOSAL

## (Marshall University and RFP MU24COMPHOTO)

**6.4. Technical Evaluation:** The Department evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Office of Purchasing.

**6.5. Proposal Disqualification:**

**6.5.1. Minimum Acceptable Score ("MAS"):** Vendors must score a minimum of seventy (70) percent forty-nine (49) points) of the total technical points possible to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

**6.5.2. Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

**6.6. Cost Bid Opening:** The Office of Purchasing will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Office of Purchasing has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Department evaluation committee for cost evaluation.

The Office of Purchasing reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

**6.7. Cost Evaluation:** The Department evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Office of Purchasing.

**Cost Evaluation Formula:** Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

**Step 1:**  $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

**Step 2:**  $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30





# RFP REQUIRED ITEMS

## REQUEST FOR PROPOSAL (Marshall University and RFP MU24COMPHOTO)

**Proposal 1:** Step 1 – \$1,000,000 / \$1,000,000 = Cost Score Percentage of 1 (100%)  
Step 2 – 1 X 30 = Total Cost Score of 30

**Proposal 2:** Step 1 – \$1,000,000 / \$1,100,000 = Cost Score Percentage of 0.909091 (90.9091%)  
Step 2 – 0.909091 X 30 = Total Cost Score of 27.27273

**6.8. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State Department that may require registration.

GradImages

\_\_\_\_\_  
(Company)

Damon Butler, VP of Finance

\_\_\_\_\_  
(Representative Name, Title)

\_\_\_\_\_  
(Contact Phone/Fax Number)

\_\_\_\_\_  
(Date)



# RFP REQUIRED ITEMS

<b>Request for Bids</b>	 <b>Marshall University</b> Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 296-3056	<b>Bid#</b> <b>MU24COMPHOTO</b> Addendum No. 01
-------------------------	--	---

Vendor:	For information call: Purchasing Contact: Leeann Lemon Phone: (304) 696-3056 Email: <a href="mailto:lemonl@marshall.edu">lemonl@marshall.edu</a> & <a href="mailto:Purchasing@marshall.edu">Purchasing@marshall.edu</a>
---------	--

Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on unit's specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive formalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE 05/31/2024	MANDATORY PRE-BID N/A	DEPARTMENT REQUISITION NO. MU24COMPHOTO	BIDS OPEN: 06/04/2024 at 3:00 p.m., EST. Broadcast via Teams at link listed below.	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
--------------------	-----------------------	--	--	---

Item #	Quantity	Description	Unit Price	Extended Price
<p><b><u>ADDENDUM NO. 01</u></b></p> <p><b>Project Name: MU24COMPHOTO</b>  <b>Commencement Photography</b>  <b>MARSHALL UNIVERSITY – HUNTINGTON, WV</b></p> <p>To provide additional information regarding submitting technical and cost bid submissions.</p> <p><b>Bid Opening:</b></p> <p style="padding-left: 40px;"><b>Technical</b> – June 4, 2024 at 3:00 PM EST and via Microsoft Teams at the following link:  <a href="https://tinyurl.com/MU24COMPHOTO-Technical-Opening">https://tinyurl.com/MU24COMPHOTO-Technical-Opening</a></p> <p style="padding-left: 40px;"><b>Cost</b> - June 18, 2024 at 3:00 PM EST and , via Microsoft Teams at the following link:  <a href="https://tinyurl.com/MU24COMPHOTO-Cost-Bid-Opening">https://tinyurl.com/MU24COMPHOTO-Cost-Bid-Opening</a></p>				
<b>Total</b>				

To the Office of Purchasing,  
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within \_\_\_\_\_ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____ within _____ days	Bidder's name Vendor <u>GradImages</u>
FOB _____ After receipt of order at address shown	Signed By <u>Lee Goodson</u>
Terms _____	Typed Name <u>Lee Goodson</u>
	Title <u>Bid &amp; Proposal Manager</u>
	Email <u>lee.goodson@balfour.com</u>
	Street Address <u>3490 Martin Hurst Rd</u>
	City/State/Zip <u>Tallahassee, FL 32312</u>
	Date <u>6/3/24</u> Phone <u>850-906-3506</u>
BOG 43	Fein <u>20-8815750</u>



# RFP REQUIRED ITEMS

SOLICITATION NUMBER: MU24COMPHOTO

Addendum Number: No. 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

This Addendum is issued to provide additional information regarding submitting technical and cost bid submissions. to the vendor community.

**NO OTHER CHANGES.**

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



# RFP REQUIRED ITEMS



REQUEST FOR BIDS  
MU24COMPHOTO  
Commencement Photography

---

## ADDENDUM 01 ATTACHMENT A

This Addendum is issued to provide additional information regarding submitting technical and cost bid submissions to the vendor community.

Vendors must submit both their Technical and Cost Bids by 3:00pm on June 4, 2024. It is required that Cost Bids be submitted as a separate file. Technical Bids only will be opened on this date. Cost bids will be opened on June 18, 2024 following the Technical Bid evaluations.

--END OF DOCUMENT--



# RFP REQUIRED ITEMS

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: 01

MU24COMPHOTO - Commencement Photography

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

GradImages

Company

Lee Goodson

Digitally signed by Lee Goodson  
DN: cn=Lee Goodson, gn=Lee Goodson, o=US United States, H=US United States  
Reason: I have endorsed this document  
Location:  
Date: 2024.06.05 14:06:04.00

Authorized Signature


6/3/24

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



# RFP REQUIRED ITEMS

<b>Request for Bids</b>		 <b>Marshall University</b> Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-3056		<b>Bid#</b> <b>MU24COMPHOTO</b> Addendum No. 02	
Vendor:		For information call: Purchasing Contact: Leann Lemon Phone: (304) 696-3056 Email: <a href="mailto:lemonl@marshall.edu">lemonl@marshall.edu</a> & <a href="mailto:Purchasing@marshall.edu">Purchasing@marshall.edu</a>			
Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.					
DATE	MANDATORY PRE-BID N/A	DEPARTMENT REQUISITION NO.	BIDS OPEN:	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
06/03/2024		MU24COMPHOTO	06/04/2024 at 3:00 p.m., EST. Broadcast via Teams at link listed below.		
Item #	Quantity	Description	Unit Price	Extended Price	
<b><u>ADDENDUM NO. 02</u></b>  <b>Project Name: MU24COMPHOTO</b> <b>Commencement Photography</b> <b>MARSHALL UNIVERSITY – HUNTINGTON, WV</b>  To correct the URL link to join the technical bid opening.  <b>Bid Opening:</b>  <b>Technical – June 4, 2024 at 3:00 PM EST and via</b> Microsoft Teams at the following link: <a href="https://tinyurl.com/MU24COMPHOTO-Bid-Opening">https://tinyurl.com/MU24COMPHOTO-Bid-Opening</a>					
<b>Total</b>					

To the Office of Purchasing,  
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within \_\_\_\_\_ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from \_\_\_\_\_ within \_\_\_\_\_ days

FOB \_\_\_\_\_ After receipt of order at address shown

Terms \_\_\_\_\_

BOG 43

Bidder's name Vendor GradImages  
 Signed By Lee Goodson  
 Typed Name Lee Goodson  
 Title Bid & Proposal Manager  
 Email lee.goodson@balfour.com  
 Street Address 3490 Martin Hurst Rd  
 City/State/Zip Tallahassee, FL 32312  
 Date 6/3/2024 Phone 850-906-3506  
 Fein 20-8815750



# RFP REQUIRED ITEMS

SOLICITATION NUMBER: MU24COMPHOTO

Addendum Number: No. 02

---

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

The URL link to the Technical Bid opening was not working. A new link is available for those suppliers wishing to join the bid opening via Teams:  
<https://tinyurl.com/MU24COMPHOTO-Bid-Opening>

**NO OTHER CHANGES.**

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



# RFP REQUIRED ITEMS



REQUEST FOR BIDS  
MU24COMPHOTO  
Commencement Photography

---

## ADDENDUM 02 ATTACHMENT A

The URL link to the Technical Bid opening was not working. A new link is available for those suppliers wishing to join the bid opening via Teams:  
<https://tinyurl.com/MU24COMPHOTO-Bid-Opening>

--END OF DOCUMENT--





# RFP REQUIRED ITEMS

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: 02

### MU24COMPHOTO - Commencement Photography

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- |  |  |
|--|--|
| <input type="checkbox"/> Addendum No. 1            | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

**GradImages**

Company

**Lee Goodson**

Digitally signed by Lee Goodson  
DN: cn=Lee Goodson, o=Lee Goodson, ou=United States, email=USUnited States  
Reason: I have reviewed this document  
Location  
Date: 2024.06.03 14:09:04.00

Authorized Signature

**6/3/24**

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



# RFP REQUIRED ITEMS

## ATTACHMENT B

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: GradImages

Authorized Signature: [Signature] Date: 5/28/24

State of Florida

County of Leon, to-wit:

Taken, subscribed, and sworn to before me this 28 day of May, 2024.

My Commission expires 11/01/25, 20  .



NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)



Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
00000114753	ICONIC GROUP INC		Active	Inactive	
✓ VC0000049845	GRADIMAGES		Active	Inactive	

From 1 to 2 of 2 First Prev Next Last [Attachments](#)

Save [Undo](#) [Delete](#) [Insert](#) [Copy](#) [Paste](#) [Search](#)

▼ General Info

Vendor/Customer : VC0000049845	Restrict Use by Department :
Legal Name : GRADIMAGES	Miscellaneous Account :
Alias/DBA :	Internal Account :
Vendor Active Status : Active	Third Party Only :
Vendor Approval Status : Complete	Third Party Vendor :
Customer Active Status : Inactive	Third Party Customer :
Customer Approval Status : Incomplete	Inventory Customer :
Location Name :	Healthcare Provider :
First Name :	Never Archive :
Middle Name :	Restrict VSS Access : No
Last Name :	Discontinue - No New Business :
Company Name : GRADIMAGES	Prevent MA Reference :
Previous Name :	PunchOut Enabled :
Previous Street :	Re-PunchOut Enabled :
Previous City :	Electronic Order Enabled :
Previous State/Province :	W-9 Received :
Previous Country :	W-9 Received Date :
	W-8 Received :
	W-8 Received Date :
	Accepts Credit Cards :
	Active From : 12/27/2016
	Active To :
	Last Usage Date : 05/11/2021
	Department : 0209
	Unit : 0209

- ▶ Headquarters
- ▶ Organization
- ▶ Disbursement Options
- ▶ Prenote/EFT
- ▶ Remittance Advice
- ▶ Vendor Terms
- ▶ Accounts Receivable
- ▶ eMALL
- ▶ Location Information
- ▶ Fee and Vendor Compliance Holds
 

Fee Exempt :	Tax Clearance :
Registration Application Date :	Unemployment Insurance :
Registration Effective Date :	Worker's Compensation :
Registration Expiration Date :	Secretary of State Registration :
Pre-Registration Code :	Federal Debarred :
- ▶ Executive Compensation
- ▶ Additional Information
- ▶ Travel
- ▶ Change Management

[Top](#)  
 CREATE DOCUMENT> [Create New Record](#) [Modify Existing Record](#)

UPDATE> [Headquarters](#) [Add 1099 Information Entry](#) [Add 1042-S Reporting Information Entry](#)  
[Vendor Business Types By Commodity](#)

SEARCH BY> [Master Contacts](#) [Master Addresses](#) [Vendor Commodity](#) [Vendor Addresses](#) [Vendor Business Types](#)  
[Vendor Service Areas](#) [VCM Query](#) [Historical Vendor Information](#) [Vendor Notes](#)  
[Vendor Transaction History](#)



# RFP REQUIRED ITEMS



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)  
05/28/2024

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).

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	<b>CONTACT NAME:</b> _____	
	PHONE (A/C No. Ext): (866) 283-7122	FAX (A/C No.): (800) 363-0105
<b>EMAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE:</b>		<b>NAIC #</b>
<b>INSURED</b> American Achievement Group Holding Corp. 3490 Martin Hurst Road Tallahassee FL 32312 USA	<b>INSURER A:</b> The Continental Insurance Company	35289
	<b>INSURER B:</b> National Fire Ins. Co. of Hartford	20478
	<b>INSURER C:</b> Valley Forge Insurance Co	20508
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

Holder Identifier : Bafbur

570105875429

Certificate No :

**COVERAGES**      **CERTIFICATE NUMBER:** 570105875429      **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.

INSURER	TYPE OF INSURANCE	ADDL. INSD	SUBR. WVD	POLICY NUMBER	POLICY EFF. (MMDDYYYY)	POLICY EXP. (MMDDYYYY)	Limits shown as requested	
							AMOUNT	OTHER
B	<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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			6043525492	08/31/2023	08/31/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Per occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6072016411	08/31/2023	08/31/2024	COMBINED SINGLE LIMIT (Per 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 \$10,000			6072061624	08/31/2023	08/31/2024	EACH OCCURRENCE	\$25,000,000
							AGGREGATE	\$25,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6071927341	08/31/2023	08/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A				6071927162	08/31/2023	08/31/2024	E.L. EACH ACCIDENT	\$1,000,000
				WC - CA Only			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

<b>CERTIFICATE HOLDER</b>  Marshall University One John Marshall Drive Huntington WV 25755 USA	<b>CANCELLATION</b> 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  <i>Aon Risk Services Southwest Inc</i>
--	--



# RFP REQUIRED ITEMS

AGENCY CUSTOMER ID: 10782130

LOC #:



## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED American Achievement Group Holding Corp.	
POLICY NUMBER See Certificate Numbe 570105875429			
CARRIER See Certificate Numbe 570105875429	NAIC CODE	EFFECTIVE DATE	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance  
 Named Insured Exhibit

FIRST NAMED INSURED  
 American Achievement Group Holding Corp.  
 American Achievement Intermediate Holding Corp.

- NAMED INSUREDS (Also Scheduled)
- AAC Group Holding Corp.
  - AAC Iconic Holdings LLC
  - AAC Iconic Intermediate Holdings LLC
  - American Achievement Corporation (AAC)
  - American Achievement Group Holding Corp.
  - American Achievement Intermediate Holding Corp.
  - ArtCarved
  - ArtCarved Class Rings
  - ArtNeedle
  - BALDESIGNS de Mexico de C.V.
  - Balfour
  - Balfour Cap & Gown
  - Balfour CB Graduation Announcements
  - Balfour Choice of Champions
  - Balfour Class Rings
  - Balfour Generations of Love
  - Balfour Letter Jackets
  - Balfour Publishing
  - Balfour Sports
  - Balfour Taylor Publishing
  - Balfour Taylor Yearbooks
  - Balfour Tools
  - Braddock Holding LLC
  - CB Graduation Announcements
  - CBI North America, Inc. (CBINA)
  - Class Rings, Ltd
  - Commemorative Brands, Inc. (CBI)
  - De Lavoy
  - EPG Canada, LTD
  - Gaspard
  - Gaspard & Sons, Inc.
  - Gaspard and Sons Mayaguez, Inc
  - Gaspard Bermuda Holdings Ltd.
  - Gaspard Ltd.
  - Gaspard Regalia Inc. (formerly Gaspard Holdings UILC (BC)
  - GradImages Canada, Ltd
  - Grad-Images Canada, Ltd.
  - Iconic Group dba Backprint
  - Iconic Group dba GradImage
  - Iconic Group dba MarathonFoto
  - Iconic Group dba University Photo
  - Iconic Group dba Worldwide Photography
  - Iconic Group Holding Company, Inc.
  - Iconic Group, Inc.
  - Iconic MIP LLC
  - Keepsake
  - Keystone
  - L. G. Balfour Company



# RFP REQUIRED ITEMS

AGENCY CUSTOMER ID: 10782130

LOC #:



## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED American Achievement Group Holding Corp.	
POLICY NUMBER See Certificate Numbe 570105875429			
CARRIER See Certificate Numbe 570105875429	NAIC CODE	EFFECTIVE DATE	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance  
 Named Insured Exhibit (cont.)

NAMED INSURED (Also Scheduled; cont.)  
 Master Class Rings  
 Namesake  
 Only a Keepsake Says, Love Always  
 Powers Embroidery, Inc.  
 Powers Embroidery/Chenille, Inc  
 R. Johns  
 Race Photography LLC  
 Starfire  
 Taylor Manufacturing Holdings, LLC  
 Taylor Publishing Company (TPC)  
 Taylor Publishing Manufacturing, L.P. (TPMLP)  
 Taylor Publishing Senior Holding Corp. (TP Senior)  
 Taylor Senior Holding Corp.  
 Taylor Specialty Books  
 TP Holding Corp. (TP Holding)  
 University Cap and Gown Co., Inc.  
 Willsie Cap & Gown LLC  
 willsieArtneedle

EMPLOYEE BENEFIT PLANS  
 American Achievement Corporation 401k Plan  
 Taylor Publishing Company Pension Plan for Hourly Employees  
 American Achievement Corporation Group Health Plan  
 First Medical Health Plan, Inc. (Gaspard & Sons Mayaguez)

ACORD 101 (2008/01)

The ACORD name and logo are registered marks of ACORD

© 2008 ACORD CORPORATION. All rights reserved.