

<b>Purchase Order</b>		Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquiries regarding this order to: (304) 696-2821			<b>Purchase Order #</b> <b>MU19CISCO</b>									
TO: Verizon Network Integration 1410 MacCorkle Ave SE Charleston, WV 25314  FEIN: 232743964 Phone: 304-356-3401		Vendor Code:	Ship to:  N/A  Bldg: 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								
10/24/2018	19	BS				N30								
<b><u>AGREEMENT</u></b>														
<p>This agreement constitutes acceptance of contract made by and between          MARSHALL UNIVERSITY, on behalf of the Governing Board, and          Verizon Network Integration</p> <hr/> <p>for Cisco Identity Service Engine Maintenance</p> <hr/> <p>Services shall begin <u>July 26, 2018</u> and extend through <u>July 25, 2021</u>          All in accordance with the agreement attached hereto and made a part hereof.</p> <p><b>Schedule of payment</b> \$ _____ per <u>Year</u></p> <table style="margin-left: 40px;"> <tr> <td><b>7/26/2018</b></td> <td>\$27,085.41</td> </tr> <tr> <td><b>7/26/2019</b></td> <td>\$27,085.41</td> </tr> <tr> <td><b>7/26/2020</b></td> <td>\$27,085.41</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$81,256.21</b></td> </tr> </table> <p>Approved as to form this _____ day of _____ N/A _____, 2018</p> <p style="text-align: center;">Attorney General</p> <p style="text-align: center;">THIS ORDER IS EXEMPT FROM ALL SALES TAX          LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER</p>							<b>7/26/2018</b>	\$27,085.41	<b>7/26/2019</b>	\$27,085.41	<b>7/26/2020</b>	\$27,085.41	<b>Total</b>	<b>\$81,256.21</b>
<b>7/26/2018</b>	\$27,085.41													
<b>7/26/2019</b>	\$27,085.41													
<b>7/26/2020</b>	\$27,085.41													
<b>Total</b>	<b>\$81,256.21</b>													
Line No.	Fund	Org.	Account	Encumber Amount										
1.	119002	5311	71710	\$81,256.21	Total: <b>\$81,256.21</b>									
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>10/29/18</u> Date								

BOG35

Payment Breakout as follows:

# TERMS AND CONDITIONS

Revised 3/20/96

1. ACCEPTANCE: Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are objected to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. APPLICABLE LAW: The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
4. BUYER: For the purposes of these Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
5. CANCELLATION: The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
6. COMPLIANCE: Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. DELIVERY: For exceptions to the delivery date as specified in the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of this Order and it is subject to termination by the Buyer for failure to deliver on time.
8. DISPUTES: Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. HOLD HARMLESS: The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law.
10. MODIFICATIONS: This writing is the parties final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.
11. NON-FUNDING: All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. ORDER NUMBERS: Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. PAYMENTS AND INTEREST ON LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. RENEWAL: The Contract may be renewed only upon mutual written agreement of the parties.
15. REJECTION: All goods materials purchased herein are subject to approval of the Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
16. SELLER: For the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Buyer.
17. SHIPPING, PACKING, BILLING & PRICING: Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Buyer.
18. TAXES: The State of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. TERMINATION: In the event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Seller's breach of contract.
20. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens claims and encumbrance of any kind and/or (d) be free from defect in material and workmanship.

	<u>7/26/2018 – 7/25/2019</u>	<u>7/26/2019 – 7/25/2020</u>	<u>7/26/2020 – 7/25/2021</u>
Cisco ISE 10K Endpoint Plus Subscription License	\$15,528.57	\$15,528.57	\$15,528.57
Cisco ISE 10K Endpoint Apex Subscription License	\$11,556.84	\$11,556.84	\$11,556.84
Total	\$27,085.41	\$27,085.41	\$27,085.41

**AGREEMENT ADDENDUM**

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

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



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

ACCEPTED BY:  
**MARSHALL UNIVERSITY**

OFFICE OF PURCHASING

Signed



Title

Director of Purchasing /CPO

Date

10/24/18

**VENDOR**

Company Name Verizon Network Integration Corp.

Signed



Title

Sr. Analyst - Billing

Date

9/20/2018



# **MANUFACTURER'S AUTHORIZATION FORM**

**Date:** September 18, 2018

**To:** Marshall University  
One John Marshall Drive  
Huntington, WV 25755

**Subject:** MU19CISCO

Cisco Systems, Inc., a company duly organized under the laws of the State of California of the United States, having its principal place of business at 170 W. Tasman Drive, San Jose, CA 95134-1706, USA ("Cisco"), who is a provider of networking products and services, hereby confirms that, as of the date of this letter, Verizon ("Partner") wishes to participate in the Bid or Project stated above and has entered into an agreement for the purchase and resale of Cisco Products and/or Services which entitles Partner to do the following:

- (1) resell and/or distribute Cisco products and/or services in USA to end users within that territory;
- (2) bid, negotiate and conclude a contract with you for the above products/services manufactured or supplied by Cisco. The Partner is an independent contractor and has no authority to commit and/or bind Cisco or its affiliates in any way.

Cisco will, within the scope of its agreement with its authorized channels, provide support and product warranty services for Cisco products obtained through its authorized channels.

This Authorization shall be accurate as of the date appearing at the top of this letter.

If you need any additional information, please do not hesitate to contact Jay Straigis at 408-895-3506. For more information about Cisco's channel partner program, please visit the following URL:  
<http://www.cisco.com/web/partners/index.html>.

Duly authorized to sign this authorization for and on behalf of: Cisco Systems, Inc.

A handwritten signature in dark ink, appearing to read "Phil Lozano".

Phil Lozano, Director, Finance

**Corporate Policy Statement**

Policy No.: CPS-103  
Issued: December 6, 2010  
Subject: Authority to Approve Transactions



APPENDIX 4  
VERIZON BUSINESS  
CPS-103 LETTER OF DELEGATION OF AUTHORITY  
FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

Michael O'Connor, Associate Director - Billing Solutions (VZ ID [REDACTED]); and  
Adam S Davis, Sr. Manager - Billing (VZ ID [REDACTED]); and  
Renee L Bright, Consultant - Billing (VZ ID [REDACTED]), and  
Venita S Houston, Sr. Analyst - Billing (VZ ID [REDACTED]) and  
Debra Hall, Analyst - Billing (VZ ID [REDACTED]); and  
Tiara A Parker, Analyst - Billing (VZ ID [REDACTED])

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, SVP, Blue Ink Stamp Policy*.

This will be effective beginning on August 21, 2018 and ending on June 30, 2019 or before if rescinded by me.

(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

**Distribution:**

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at [corporatefinancecompliance@core.verizon.com](mailto:corporatefinancecompliance@core.verizon.com); and ensure the delegation is entered into the Accounts Payable system when appropriate.

**Approved By:**

 8/27/18  
Signature Date

Anthony Recine  
Name VZ ID [REDACTED]

SVP (Band 4)

0130001707  
Responsibility Code or Cost Center Code

Delegate's Signature Michael O'Connor

Delegate's Signature Adam S Davis

Delegate's Signature Renee L Bright

Delegate's Signature Venita S Houston

Delegate's Signature Debra Hall

Delegate's Signature Tiara A Parker

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**MANDATE:** 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 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: Verizon Business Network Services Inc. on behalf of Verizon Network Integration Corp.

Authorized Signature: *Christa S. Christman* Date: 9/20/2018

State of Oklahoma

County of Pawnee, to-wit:

Taken, subscribed, and sworn to before me this 20 day of September, 2018.

My Commission expires December 01, 2019.

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

*Julie Earson*

*Purchasing Affidavit (Revised 08/01/2015)*