


<b>Purchase Change Request</b>		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	<b>Order #</b> MU19CISCO
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FY 2019	Buyer BS	Date 6/10/2019	Account	P.O. Date 10/24/2018	Contract MU19CISCO
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<b>Document</b> <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase <input checked="" type="checkbox"/> Agreement	<b>Document Action</b> <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error  <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input checked="" type="checkbox"/> Change of Vendor Name/Address <input checked="" type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. Verizon Network Integration PO Box 4864 Trenton, NJ 08650  Ph# 304-356-3401      Fax	Vendor Code  FEIN# 232743964	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
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Item#	Quantity	Description of Change	Unit Price	Extended Price
		<b>Change Order # <u>1</u></b>  To amend contract according to all terms, conditions, prices and specifications contained in the original contract and all authorized change orders, as per the attached.  To Amend: (1) Payment schedule per submitted bid submission (2) Update Vendor Address		

Reason for Change: To update payment schedule and vendor address information	Previous Total	\$ 81,256.21
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ 81,256.21


Approved:  6.10.19  
 Authorized Signature Date

N/A  
 Attorney General if required Date

Vendor:

Organization Name

Item #	Quantity	Unit	Description	Unit Price	Amount
1.	1	EA	Cisco ISE 3-Yr 10K Endpoint Plus License Term Dates: 7/26/2018 - 7/25/2021	\$46,585.70	\$46,585.70
2.	1	EA	Cisco ISE 3-Yr 10K Endpoint Apex License Term Dates: 7/26/2018 - 7/25/2021	\$34,670.51	\$34,670.51
<p>Vendor Address:</p> <p>Now Reads:</p> <p style="padding-left: 40px;">1410 MacCorkle Ave SE Charleston, WV 25314</p> <p>Changed to Read:</p> <p style="padding-left: 40px;">PO Box 4864 Trenton, NJ 08650</p>					

<b>Request for Re-Bid</b>		 <b>Marshall University Office of Purchasing</b> One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-8853		<b>Re-Bid #</b>  MU19CISCO		
<b>Vendor:</b>		<b>For information call:</b>				
Phone:		Buyer: Brianna Salyers Salyers44@marshall.edu and purchasing@marshall.edu				
FEIN/SSN:		Fax:		Phone: (304) 696-8853		
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 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 each item 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.						
<b>DATE</b> 9/14/2018		<b>DELIVERY IS REQUIRED NO LATER THAN</b>		<b>DEPARTMENT REQUISITION NO.</b>		
				<b>RE-BID OPENS:</b> 3:00 PM on September 20, 2018		
				<b>BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID</b>		
<b>Item #</b>	<b>Quantity</b>	<b>Description</b>			<b>Unit Price</b>	<b>Extended Price</b>
		Marshall University will accept re-bids for the following item(s) until <b>3:00 pm on September 20, 2018</b> . At that time, bids will be opened and recorded in Room 125, Old Main Building, Huntington, WV 25755.  <h3 style="text-align: center;">Cisco Identity Service Engine Three (3) Year Maintenance Contract</h3> <p><small>*****NATURE OF PROPOSAL This RFB response is being submitted to Marshall University ("Customer") by Verizon Business Network Services Inc. on behalf of its affiliate Verizon Network Integration Corp. (and vicariously and collectively referred to as "Verizon") pursuant to the terms and conditions contained in RFB MU19CISCO (notwithstanding any exceptions taken in Verizon's response thereto), the Marshall University Agreement Addendum (MU-56A) and the System Agreement between Verizon and Marshall University dated March 5, 2010 incorporated herein. Marshall University Contract ID 265620</small></p>				
<b>Total</b>						<b>\$81,256.21</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 opening 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's guarantees shipment from \_\_\_\_\_ Destination \_\_\_\_\_ within 30 days  
 FOB \_\_\_\_\_ After receipt of order at address shown  
 Terms Net 30

Bidder's name (Vendor) Verizon Business Network Services, Inc  
On behalf of Verizon Network Integration Corp  
 Title Sr Analyst - Billing  
 Signed By Janice S. Harston  
 Typed Name Janice S. Harston  
 Street Address 6929 N. Lakewood Ave.  
 City/State/Zip Tulsa, OK 74117  
 Date 9/20/18 Phone 304-590-6999  
 Fein: VNIC 23-2743964



**Quote Header:**

**Quote Level Title/Description:**

**Account Manager**  
CARL MERRITT

**Customer Name**  
MARSHALL UNIVERSITY (WV)

**Quote #**  
1-3HGRRG5

**Revision**  
1

**SE**  
VANESSA FLORIAN

**Primary Transport Service**  
None

**Currency**  
USD

**Quote Date**  
09/17/2018

**Equipment & Services by Site:**

**Site Level Title/Description:**

**Maintenance Payment Option:**

**Site ID: 1-3HGRRGO**

CPE and Related Services for this Site will be provided by:

**Verizon Entity:**  
Verizon Network Integration Corporation

**Verizon Country:**  
USA

**Site Address:**  
MARSHALL UNIVERSITY  
1 JOHN MARSHALL DR  
JENKINS HALL  
HUNTINGTON, WV, 25755  
USA

**Bill To:**  
MARSHALL UNIVERSITY  
1 JOHN MARSHALL DR  
ATTN: ACCOUNTS PAYABLE  
HUNTINGTON, WV, 25755  
USA

**Ship To:**  
MARSHALL UNIVERSITY  
1 JOHN MARSHALL DR  
JENKINS HALL  
HUNTINGTON, WV, 25755  
USA

Part Number	Material Code	Description	Qty	Unit Sale Price	Extended Sales Price
ISE-PLS-3YR-10K	10742357	Cisco ISE 3-Yr 10K Endpoint Plus License	1	\$46,585.70	\$46,585.70
SN: 4941J521EFE Term Dates: 7/26/2018 7/25/2021					
ISE-APX-3YR-10K	10758349	Cisco ISE 3-Yr 10K Endpoint Apex License	1	\$34,670.51	\$34,670.51
SN: 4941J4B0F3C Term Dates: 7/26/2018 7/25/2021					

**Additional Notes:**

Site	Description
1-3HGRRGO	Marshall Univ Contract ID 269620

**Site 1-3HGRRGO Sub Totals**

<b>Equipment:</b>	\$81,256.21
<b>Labor:</b>	\$0.00
<b>Maintenance:</b>	\$0.00
<b>Other:</b>	\$0.00
<b>Trade In:</b>	\$0.00
<b>Site Total:</b>	\$81,256.21
<b>Shipping &amp; Handling Total:</b>	\$0.00
<b>Site Total with Shipping &amp; Handling:</b>	\$81,256.21

**Total Extended Sales Price**

<b>Equipment:</b>	\$81,256.21
<b>Labor:</b>	\$0.00
<b>Maintenance:</b>	\$0.00
<b>Other:</b>	\$0.00
<b>Trade In:</b>	\$0.00
<b>GrandTotal:</b>	\$81,256.21

**Quote # 1-3HGRRG5**

All pricing is valid until: 12/16/2018  
 Quotes are exclusive of Taxes  
 Verizon proprietary information  
 The equipment listed on this quote is solely for domestic use in the United States  
 Contracting entities and Exchange Rate rules will be as defined in the contractual agreement



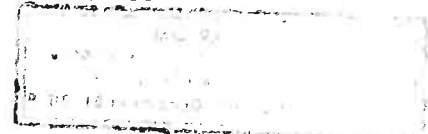
**Shipping & Handling Total:** \$0.00  
**Grand Total with Shipping & Handling:** \$81,256.21

*\*Other - The Other totals include miscellaneous charges including Minor Materials, Expedites, and special fees.*

**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 *Tracy Brandt*

Title Director of Purchasing /CPO

Date 10/24/18

**VENDOR**

Company Name Verizon Network Integration Corp.

Signed *Conita S. Houston*

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.**



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:

Signature

Anthony Recine

Name

VZ ID

SVP

(Band 4)

0130011707

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: *Cynthia S. Houston* 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 Earsom*

Purchasing Affidavit (Revised 08/01/2015)