


<b>Purchase Order</b>		 <b>Marshall University</b> Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquiries regarding this order to: (304) 696-2822			<b>Purchase Order #</b> <b>MU19SECURITY</b>		
<b>TO:</b>  <b>A1 SECURITY LLC</b> <b>5378 LOWER HEATH CREEK ROAD</b> <b>BARBOURSVILLE, WV 25504</b>  FEIN: 20-5248578      PH: (304) 962-2818		<b>Vendor Code:</b>  <b>Ship to:</b>  <div style="text-align: center;">Site</div>  Room #		THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN  WVFIMS Account #:  Various			
P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #	
01/25/19	19	HRS		SITE	NET 30	MU19SECURITY	

CONTRACT ACCEPTANCE

On behalf of the Governing Board, MARSHALL UNIVERSITY  
 hereby accepts the quotation of A1 SECURITY LLC  
 for Security Services

signed by Wallace W. Adkins

Title Owner/President

on 12/02/2018

Approved as to form this n/a day of \_\_\_\_\_,  
 West Virginia Attorney General


By: \_\_\_\_\_  
 Chief Counsel

Effective Dates: 01/01/2019 - 12/31/2019  
 (4) Optional Renewals

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.						
2.						
3.						
4.						

Mail Original Invoice and 1 Copy to:  
 Marshall University Accounts Payable  
 One John Marshall Drive Huntington,  
 WV 25755-4500

  
 Authorized Signature

Total: Open-End  
 Date: 2/1/19


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## Pricing


#	Current Position Title	Public Safety	Graduate College	Housing	JCESOM	Future Departments
1	<b>Security Officer &amp; Rovers</b>	\$ 11.50	\$ 11.50	\$ 11.50	\$ 11.50	\$ 11.50
2	<b>Lieutenant</b>	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75
3	<b>Site Supervisor (Captain)</b>	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75
4	<b>Parking Enforcement Officer</b>	\$ 11.50	\$ 11.50	\$ 11.50	\$ 11.50	\$ 11.50
5	<b>Parking Enforcement Supervisor</b>	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75
6	<b>Premium Rate Security Officer</b>	\$ 17.25	\$ 17.25	\$ 17.25	\$ 17.25	\$ 17.25
7	<b>Premium Rate Supervisor</b>	\$ 17.63	\$ 17.63	\$ 17.63	\$ 17.63	\$ 17.63

Request for Proposal	 <p>Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-3157</p>	Proposal#  MU19SECURITY		
<p>Vendor: _____ For information contact: _____</p> <p>Phone: _____ Buyer: Harold Sanders, Contract Specialist Phone: (304) 696-2822 Email: <a href="mailto:sanders13@purchasing.edu">sanders13@purchasing.edu</a> <a href="mailto:purchasing@marshall.edu">purchasing@marshall.edu</a></p> <p>FEIN/SSN: _____ Fax: _____</p>				
<p>Sealed requests for proposals furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE PROPOSAL WILL BE SUBMITTED ON THIS FORM IN ORIGINAL, SIGNED IN FULL INK, AND NUMBER OF COPIES REQUESTED IN THE PROPOSAL, RECEIVED HAVE A DATE/TIME STAMP AFFIXED AND SUBMITTED IN BONFIRE BY BID OPENING TIME AND DATE. The Institution reserves the right to accept or reject proposals separately or as a whole, to reject any or all proposals, to waive informalities or irregularities and to contract as the best interests of the Institution may require. PROPOSALS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.</p>				
DATE  11/16/18	DELIVERY REQUIREMENTS	DEPARTMENT REQUISITION NO. MU19SECURITY	PROPOSALS OPEN:  3:00 PM on December 13, 2018	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
Item #	Quantity	Description	Unit Price	Extended Price
		<p align="center"><b>Request for Proposals</b></p> <p>Marshall University will accept proposals for the following services until 3:00 p.m. on Thursday, December 13, 2018. At that time, sealed proposals will be opened and read aloud in Room 125, Old Main Building.</p> <p align="center"><b>Security Services</b></p>		
Total				

**To the Purchasing Department,**

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.

<p>Bidder guarantees shipment from _____ within _____ days</p> <p>FOB _____ After receipt of order at address shown</p> <p>Terms _____</p>	<p>Bidder's name Vendor _____</p> <p>Signed By _____</p> <p>Typed/Printed Name _____</p> <p>Title _____</p> <p>Email _____</p> <p>Fein _____</p> <p>Street Address _____</p> <p>City/State/Zip _____</p> <p>Date _____ Phone _____</p>
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Request for Proposal		Marshall University Office of Purchasing One Main Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-3157	Proposal#  <b>MU19SECURITY</b>	
Vendor: <b>A1 Security Services</b> Phone: <b>304-962-2818</b> Email: <b>wwadkins@a1securityllc.com</b>		For information contact: Buyer: <b>Harold Sanders, Contract Specialist</b> Phone: <b>(304) 696-2822</b> Email: <b>sanders13@purchasing.edu</b> <b>purchasing@marshall.edu</b>		
FEIN/SSN: <b>20-524-8578</b> Fax: <b>304-736-8940</b>				
Sealed requests for proposals furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE PROPOSAL WILL BE SUBMITTED ON THIS FORM IN ORIGINAL, SIGNED IN FULL INK, AND NUMBER OF COPIES REQUESTED IN THE PROPOSAL, RECEIVED HAVE A DATE/TIME STAMP AFFIXED AND SUBMITTED IN BONFIRE BY BID OPENING TIME AND DATE. The Institution reserves the right to accept or reject proposals separately or as a whole, to reject any or all proposals, to waive informalities or irregularities and to contract as the best interests of the Institution may require. PROPOSALS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.				
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Bidder guarantees shipment from \_\_\_\_\_ within \_\_\_\_\_ days  
 FOB \_\_\_\_\_ After receipt of order at address shown  
 Terms \_\_\_\_\_

Bidder's name Vendor A1 SECURITY LLC  
 Signed By Wallace W. Adkins  
 Typed/Printed Name WALLACE W. ADKINS  
 Title OWNER / PRESIDENT  
 Email wwadkins@a1securityllc.com  
 Fein 20-524-8578  
 Street Address 5378 LOWER HEATH CREEK ROAD  
 City/State/Zip BARBOURSVILLE, WV 25804  
 Date 12-02-2018 Phone 304 962-2818

### **LIFE OF CONTRACT PAGE**

**LIFE OF CONTRACT:** This contract becomes effective on 1/1/2019 and extends for a period of **one (1) year** or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (**12**) months upon expiration of one (**1**) year from the effective date of this contract by giving the Director of Purchasing thirty (**30**) days written notice.

**RENEWAL:** This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four (4) successive one (1) year periods.

**CANCELLATION:** The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

**OPEN MARKET CLAUSE:** The Director of Purchasing may authorize a spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

**TIME:** Time consumed in delivery or performance is of the essence.

**ORDERING PROCEDURE:** Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for shipment. If the vendor accepts credit cards, purchases may also be made using the P-card up to the established transaction limit for the department.

**FUNDING PARAGRAPH:** Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

**INTEREST:** Should this contract include a provision for interest on late payments, the agency agrees to pay the maximum legal rate under West Virginia Law. All other references to interest charges are deleted.

**CONTRACT PRICING:** Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least thirty (**30**) days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University.

The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University.



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: Wallace W Adkins

Authorized Signature: Wallace W. Adkins Date: 11/26/18

State of W.V.

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 26 day of November, 2018.

My Commission expires Sept 16, 2022, 20  .

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

Deborah Young

Purchasing Affidavit (Revised 01/19/2018)

MU-96

**AGREEMENT ADDENDUM**

Rev. 1/18

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. Payment 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 the 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 to a certain dollar amount or to the amount of the agreement is hereby deleted. 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: Tacey Brandolini  
Director of Purchasing /CPO

Title: \_\_\_\_\_  
Date: 2/1/19

**VENDOR**

Company Name: A1 SECURITY LLC

Signed: Wallon W. Perkins

Title: President / owner

Date: 12/02/2018

## Marshall University Cloud Computing Contract Addendum

**"Institution"** as used herein means Marshall University, its Board of Governors, Colleges, Schools, and Departments.

**"Vendor"** as used herein means **A1 Security Enforcement llc**

### Definitions

**"Confidential Information"** is defined as any and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, particularly information subject to the Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach-Bliley Act (GLBA), or Marshall University Policy [<http://www.marshall.edu/board/board-of-governors/policies>]. This information includes, but is not limited to, Social Security numbers, student records, financial records regarding students (or their parents or sponsors), financial and personal information regarding Marshall University employees, and other personally identifiable information identified by law.

**"Covered Data"** includes any institutional data defined as "confidential information".

**"Institution Data"** includes data uploaded by users of the service and communications between the user, the Institution, and Vendor.

**"Notification Event"** includes Vendor system that may access, process or store University data is subject to unintended access. Unintended access includes compromise by a computer worm, search engine web crawler, password compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.

**"Vendor User"** includes the Vendor and its employees, agents, contractors, and other persons associated with Vendor.

### Use of the Data

The Vendor agrees that data provided to them during the provision of service shall be used only and exclusively to support the service and service execution, and not for any other purpose. Unless expressly permitted by the written consent of an Institution official authorized to give such consent, Vendor and its employees, agents, contractors, and other persons associated with Vendor (collectively, the "Vendor Users") are only permitted to use, reuse, distribute, transmit, manipulate, copy, modify, access, or disclose the Institution Data to the extent necessary for Vendor to implement and maintain the information as set forth in this Addendum. Except as otherwise specifically provided for in this Agreement, the Vendor agrees that Institution Data will not be shared, sold, or licensed with any third-

party, except approved sub-contractors, without the express written approval of the Institution and the Senior Vice President for Information Technology.

Vendor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of Institution data and any non-compliance with the data privacy and security requirements by Vendor Users.

#### Data Protection

Upon termination, cancelation, expiration or other conclusion of the Agreement, Vendor shall return the Covered Data to Institution unless Institution requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Vendor. Vendor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement. Within such thirty (30) day period, Vendor shall certify in writing to Institution that such return or destruction has been completed.

Compliance with Federal, State, and Local Laws and Regulatory Requirements; Vendor's product must be compliant with any Federal, State, and Local privacy laws or regulations applicable to the Institution, including but not limited to: the Family Educational Rights and Privacy Act (FERPA) (Pub. L. No. 93-380 (1974), codified at 20 U.S.C. § 1232g); the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104-191, § 264 (1996), codified at 42 U.S.C. § 1320d; Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. § 160 (2002), 45 C.F.R. § 164 subpts. A, E (2002); the Gramm-Leach-Bliley Act (GLBA) (Pub. L. No. 106-102 (1999), privacy protections are codified at 15 USC § 6801 et seq.).

Vendor agrees that it may create, have access to, or receive from or on behalf of Institution or students, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). Vendor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Institution in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Vendor protects its own Confidential Information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of Institution, Vendor agrees to provide Institution with a written summary of the procedures Vendor uses to safeguard the FERPA Records.

Vendor agrees to adhere to the additional FERPA requirements listed at the following web address: [<http://privacy.gov/sites/default/files/data-sharing-agreement-checklist.pdf>] if any of the data is used for research or a longitudinal study.

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### Notification of Security Incidents

Vendor, within one day of discovery, shall report to Institution any use or disclosure of Confidential Information not authorized by this Addendum or in writing by Institution. Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, including a written report, as reasonably requested by Institution.

Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the Institution and its Board of Governors, officers, employees, agents and representatives from and against any claims, damages, or other harm related to such Notification Event.

### Institutional Marks Protection

Use of Institution name, marks, or logos: All use by Vendor of Institution name, marks, and content must be approved in writing by Institution and the Senior Vice President of Communications. Institution reserves the right to review all uses of its name, marks or logos prior to their use by Vendor.

### Indemnification

Vendor shall indemnify, defend and hold Institution harmless from all lawsuits, claims, liabilities, damages, settlements, or judgments, including Institution's costs and attorney fees, which arise as a result of Vendor's negligent acts, omissions or willful misconduct.

### ACCEPTED BY:

#### MARSHALL UNIVERSITY

#### VENDOR

By: <u>Treacy Brundolink</u>	Company Name: <u>A1 Security Enforcement LLC</u>
Title: <u>Director of Purchasing /CPO</u>	By: <u>Wallace W. Adkins</u>
Date: <u>2/1/19</u>	Title: <u>President / owner</u>
	Date: <u>12/02/2018</u>