

Purchase Change Request



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

Order #
MU21TVSVC

FY 21	Buyer MW	Date 05-25-2021	Account Various	P.O. Date 07/01/2020	Contract MU21TVSVC
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Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement	Document Action <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Extension Error	<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. Direct Energy Business Marketing LLC PO Box 32179 New York, NY 10087-2179	Vendor Code 742995593	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph# 512-478-8858	Fax	FEIN# 742995593

Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # <u>2</u> Television Programming Distribution Service To renew the contract according to all terms, conditions and pricing contained in the original contract and any approved change orders. Effective Date(s): July 1, 2021 - June 30, 2022 Renewal: 1 of 4 Renewals Remaining: (3) Three		

Reason for Change: Contract Renewal	Previous Total	\$ Open end
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ Open end

Approved: Michelle Wheeler 5/25/2021
 Authorized Signature Date

N/A
 Attorney General if required Date

Certificate Of Completion

Envelope Id: C16C6F196581480091650419B3E1284C
 Subject: Please DocuSign: Marshall University Amendment 1 Renewal 3-3-21.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Laura West
 1905 A Kramer Ln
 Austin, TX 78758
 lwest@apogee.us
 IP Address: 71.230.201.6

Record Tracking

Status: Original
 3/16/2021 11:08:03 AM

Holder: Laura West
 lwest@apogee.us

Location: DocuSign

Signer Events

Mark Holt
 mholt@apogee.us
 CFO
 Apogee Telecom, Inc.
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
 Mark Holt
 503E2100338E42A...

Signature Adoption: Pre-selected Style
 Using IP Address: 216.158.251.78

Timestamp

Sent: 3/16/2021 11:09:20 AM
 Viewed: 3/17/2021 12:24:00 PM
 Signed: 3/17/2021 12:24:15 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Jeff Oppenheimer
 joppenheimer@apogee.us
 Security Level: Email, Account Authentication (None)

Status

COPIED

Timestamp

Sent: 3/17/2021 12:24:16 PM
 Viewed: 3/17/2021 12:26:54 PM

Electronic Record and Signature Disclosure:
 Accepted: 2/15/2021 10:57:09 AM
 ID: 9effe8be-1d13-4f47-9194-52de4246db3b

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Status

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

Timestamps

3/16/2021 11:09:20 AM
 3/17/2021 12:24:00 PM
 3/17/2021 12:24:15 PM
 3/17/2021 12:24:16 PM

Payment Events

Status

Timestamps

**AMENDMENT # 1
SERVICES AGREEMENT**

This Amendment ("Amendment") to the existing Agreement dated June 4, 2020 , (the "Agreement") by and between Apogee Telecom Inc ("Apogee") and Marshall University ("Customer"), is hereby made and entered into this 3rd day of March, 2021, as follows:

I. Amendments. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto amend the Agreement, as set forth below.

- i. Apogee will provide a one (1) year contract extension until June 30, 2022. This is year one (1) of the three (3) one-year renewal options.
- ii. Customer's annual rate will be \$ 180,480.70 billed annually on July 1, 2021 .
- iii. Per the existing contract agreement Apogee will pass along programmer rate increase with 30 days notice.

II. No Other Amendment. Except as specifically provided in Section I above, all terms and provisions of the Agreement shall remain unmodified and in full force and effect.

III. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment through their duly authorized representatives as of the date first set forth above.

ACCEPTED AND AGREED TO:

Marshall University

By: Michelle Wheeler
 Name: Michelle Wheeler
 Title: Assoc. Director of Purchasing
 Date: 5/25/2021

Apogee Telecom, Inc.

DocuSigned by:
 By: Mark Holt
503E210038142A
 Name: Mark Holt
 Title: CFO
 Date: 3/17/2021

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Apogee (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Apogee:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jwalker@apogee.us

To advise Apogee of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jwalker@apogee.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Apogee

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jwalker@apogee.us and in the body of such request you must state your email address, full name, mailing address, and telephone number.

To withdraw your consent with Apogee

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jwalker@apogee.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Apogee as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Apogee during the course of your relationship with Apogee.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Apogee Telecom, Inc.

Authorized Signature: Mark Holt Date: 5/27/2021

TEXAS

State of _____

County of TRAVIS, to-wit:

Taken, subscribed, and sworn to before me this 27 day of May, 2021.

My Commission expires 08-07, 2022.

ROBERT LEBAS
NOTARY PUBLIC, STATE OF TEXAS

AFFIX SEAL HERE

NOTARY PUBLIC

COMMISSION EXPIRES 08/07/2022

NOTARY ID 131673232

DocuSigned by:
Robert LeBas
47AE716A8B94459