

# Purchase Change Request



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

**Order #**  
MU21TVSVC

FY 23	Buyer MW	Date 6/30/2022	Account	P.O. Date 7/1/2020	Contract MU21TVSVC
----------	-------------	-------------------	---------	-----------------------	-----------------------

<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 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 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
---	---	--

Vendor Name, Address, Phone #, etc. <b>Apogee Telecom, Inc.</b> 1905 Kramer Lane, Suite A100 Austin, TX 78755  Ph# 512-478-8858      Fax	Vendor Code <b>742995593</b>  FEIN#742995593	<b>BOG Unit Name &amp; Address</b> Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
---	--	---

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<b>Change Order # <u>3</u></b>  Television Programming Distribution Services  To renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders. Effective date of renewal July 1, 2022 through June 30, 2023. Renewal # 2 of 4 Renewals Remaining: (2) two (1) year periods.		

Reason for Change: Contract Renewal	Previous Total	\$ OPEN-END
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ OPEN-END

Approved: Michelle Wheeler 6/30/22  
 Authorized Signature Date

N/A  
 Attorney General if required Date



June 20, 2022

Apogee Telecom, Inc  
Attention: Legal Department  
21750 Hardy Oak Blvd  
Ste 104#93612  
San Antonio, TX 78258 -4946  
**Re: Contract Renewal for MU21TVSVC**

To Whom It May Concern,

The above referenced contract expires 06/30/2022. There is a provision for renewal upon written mutual agreement of the parties.

Please annotate on the bottom of this letter, with your signature and date, if you agree to extend contract **MU21TVSVC** effective July 1, 2022 through June 30, 2023 under the same terms and conditions.

Please return the letter and the enclosures signed in the original to the noted below.

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

If you have any questions, please feel free to call me at 304-696-2598.

Sincerely,

Rebecca Maynard  
Purchasing Assistant III

---

I agree to extend the current contract #MU21TVSVC an additional one (1) year period under the same terms and conditions.

Yes  No

**Yes, subject to the following changes indicated below or in the attached letter.**

DocuSigned by:  
 6/24/2022  
Signature Date

Mark Holt  
Printed Name

CFO  
Title

Comments: \_\_\_\_\_

# APOGEE

February 7, 2022

Eric Himes,  
Marshall University  
One John Marshall Drive  
Huntington, West Virginia

Hi Eric,

Apogee will provide a one (1) year contract extension until June 30, 2023. This is year two (2) of the three (3) one-year renewal options.

Apogee will continue to provide the same programming services as we do today, for an annual rate of \$182,403.10 billed on July 1, 2022.

School of Medicine	\$7,296.12
Athletics	\$6,566.51
Freshman Housing	\$50,708.06
Housing of Res Life	\$117,832.41

Per the existing contract agreement Apogee will pass along programmer rate increase with 30 days' notice. Prices are valid for sixty days. Prices do not include any applicable taxes.

This proposal is confidential between the University and Apogee.

If you have any questions regarding this proposal, please contact me at 215-478-5095. If you would like to proceed please let me know and we will provide an Amendment to the Agreement.

Sincerely,

Jeff Oppenheimer,  
MU Client Services Manager

**Certificate Of Completion**

Envelope Id: 6E7CD692C8AB497E98B6ACCFEE6027DB	Status: Completed
Subject: Please DocuSign: Marshall University Contract Renewal 6-20-22.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Laura West
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1905 A Kramer Ln
	Austin, TX 78758
	lwest@apogee.us
	IP Address: 71.230.201.6

**Record Tracking**

Status: Original	Holder: Laura West	Location: DocuSign
6/23/2022 12:16:12 PM	lwest@apogee.us	

**Signer Events**

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

**Signature**

DocuSigned by:  
  
 503E2100338E42A  
 Signature Adoption: Pre-selected Style  
 Signed by link sent to mholt@apogee.us  
 Using IP Address: 72.177.82.206

**Timestamp**

Sent: 6/23/2022 12:18:08 PM  
 Viewed: 6/24/2022 8:54:36 AM  
 Signed: 6/24/2022 8:54:43 AM

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**

**Status**

**Timestamp**

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

**COPIED**

Sent: 6/24/2022 8:54:43 AM  
 Viewed: 6/24/2022 8:58:39 AM

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**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	6/23/2022 12:18:08 PM
Certified Delivered	Security Checked	6/24/2022 8:54:36 AM
Signing Complete	Security Checked	6/24/2022 8:54:43 AM
Completed	Security Checked	6/24/2022 8:54:43 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure



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: Apogee Telecom, Inc.

Authorized Signature: Mark Holt Date: 7/11/2022

State of TEXAS

County of TRAVIS, to-wit:

Taken, subscribed, and sworn to before me this 11 day of JULY, 2022.

My Commission expires 08-07, 2022.

**AFFIX SEAL HERE**  
ROBERT LEBAS  
NOTARY PUBLIC, STATE OF TEXAS  
COMMISSION EXPIRES 08-07-2022  
NOTARY ID 131673232

**NOTARY PUBLIC**  
DocuSigned by:  
Robert LeBas  
47AE746ABD04460

**Certificate Of Completion**

Envelope Id: 9A370F2CB53442E5A91E601032100766	Status: Completed
Subject: Please DocuSign: Marshall University - WV Purchasing Affidavit.pdf	
Source Envelope:	
Document Pages: 1	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Robert LeBas
	1905 A Kramer Ln
	Austin, TX 78758
	rlebas@apogee.us
	IP Address: 66.112.245.242

**Record Tracking**

Status: Original	Holder: Robert LeBas	Location: DocuSign
7/6/2022 9:57:46 AM	rlebas@apogee.us	

**Signer Events**

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

**Signature**

DocuSigned by:  
  
 503E2100338E42A  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 107.116.89.108  
 Signed using mobile

**Timestamp**

Sent: 7/6/2022 10:02:12 AM  
 Resent: 7/7/2022 8:52:14 AM  
 Resent: 7/8/2022 7:35:31 AM  
 Viewed: 7/11/2022 10:54:49 AM  
 Signed: 7/11/2022 10:55:02 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Robert LeBas  
 rlebas@apogee.us  
 Specialist-Project Ops  
 Apogee  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 47AE718ABD94459  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 66.112.245.242

Sent: 7/11/2022 10:55:03 AM  
 Viewed: 7/11/2022 11:32:23 AM  
 Signed: 7/11/2022 11:32:47 AM

**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**

**Status**

**Timestamp**

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

**COPIED**

Sent: 7/11/2022 11:32:48 AM  
 Viewed: 7/11/2022 11:34:02 AM

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

**Witness Events**

**Signature**

**Timestamp**

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	7/6/2022 10:02:12 AM
Certified Delivered	Security Checked	7/11/2022 11:32:23 AM
Signing Complete	Security Checked	7/11/2022 11:32:47 AM
Completed	Security Checked	7/11/2022 11:32:48 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

<b>Electronic Record and Signature Disclosure</b>
---



## **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](mailto: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](mailto: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](mailto: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](mailto: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.