


Purchase Change Request					Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	Order # MU20ATHLETICSTR	
FY 20	Buyer JH	Date 1/28/2020	Account Various	P.O. Date 1/31/2019	Contract MU20ATHLETICSTR		
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
Vendor Name, Address, Phone #, etc. Anthony Travel LLC PO Box 1086 Notre Dame, IN 46556			Vendor Code		BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		
Ph# 574-514-5875		Fax		FEIN# 473378193			
Item#	Quantity	Description of Change			Unit Price	Extended Price	
		Change Order # <u>1</u> To renew the contract according to all terms, conditions, prices and specifications contained in the original contract. Travel Management Services for Marshall University Athletics Effective Date(s): February 1, 2020 - January 31, 2021 Renewal: #1 of 4 Renewals Remaining: (3) Three					
Reason for Change: Contract Renewal					Previous Total	\$ Open-End	
					Increase	\$ _____	
					Decrease	\$ _____	
					New Total	\$ Open-End	

Approved: Angela White Negf 1/28/20 _____ Date

Authorized Signature

N/A _____ Date

Attorney General if required

AGREEMENT

This AGREEMENT is made and entered into as of the 1st of February, 2019, by and between ANTHONY TRAVEL, LLC and Marshall University for and on behalf of its DEPARTMENT OF INTERCOLLEGIATE ATHLETICS ("MARSHALL ATHLETICS").

WITNESSETH:

WHEREAS, ANTHONY TRAVEL, LLC desires to provide travel management services to Marshall Athletics;

WHEREAS, Marshall Athletics desires that ANTHONY TRAVEL, LLC provide travel management services in the facilities of Marshall Athletics;

NOW, THEREFORE, in consideration of the Premises and the mutual terms, covenants, and conditions contained herein, the parties hereto hereby agree as follows:

Section 1. General.

A. Term: The term of this Agreement shall be for a period of one (1) year beginning on February 1, 2019, and expiring on the 31st day of January, 2020. There are four additional one-year renewals available; unless either party notifies the other of an intention not to renew prior to July 1 of any renewal year, the agreement shall automatically renew.

B. Scope. All rights granted to ANTHONY TRAVEL, LLC and services to be performed under this Agreement apply only to Marshall University's Department of Intercollegiate Athletics. This Agreement shall have no force or effect on any other division, department, unit, regional campus or affiliated entity of Marshall University.

C. Services, Maintenance, and Environment. Marshall Athletics shall supply sufficient space in the Athletic Department for the operation of a travel agency to provide travel management services for Marshall Athletics ("Premises"). Marshall Athletics shall supply the following items for use by ANTHONY TRAVEL, LLC: one internet connection to the campus network, one desk, two chairs, file cabinet, campus telephone, two phone lines, and a fax line. Marshall Athletics shall also provide such services, including electricity, heat, local telephone service, and janitorial service, as are necessary for the operation as a travel agency. Marshall Athletics will also allow ANTHONY TRAVEL, LLC use of the copy machine in the business office for no additional charge. All other items are the responsibility of ANTHONY TRAVEL, LLC.

D. Access to the Premises. ANTHONY TRAVEL, LLC and its employees will have access to the Premises at any time.

Section 2. Travel Agency Operations.

A. Regular Hours of Operation. ANTHONY TRAVEL, LLC shall operate a travel agency on the Premises for 40 hours a week during the term from Monday through Friday between the hours of 8:00 o'clock a.m. until 5:00 o'clock p.m. local time. ANTHONY TRAVEL, LLC may extend its hours of operation as it deems necessary or desirable. ANTHONY TRAVEL, LLC may close the travel agency on all legal holidays, bank holidays, and Marshall Athletics holidays. Anthony Travel will provide four full-time Account Managers available until 12 a.m. ET Monday – Friday and from 8 a.m. – 12 a.m. ET Saturday and Sunday to assist our on-site account managers with after-hours emergencies.

B. After Hours Support. ANTHONY TRAVEL, LLC will provide after hours, holiday, and weekend emergency travel support through the contractor of choice by ANTHONY TRAVEL, LLC. In addition, ANTHONY TRAVEL, LLC will provide Marshall Athletics with access to ANTHONY TRAVEL, LLC personnel who can also provide emergency travel assistance from home. Anthony Travel provide Marshall's travelers with access to a 24-hour, toll-free emergency telephone service for after-hours emergencies, with both domestic and international access.

Section 3. Other Rights and Obligations of ANTHONY TRAVEL, LLC and Marshall Athletics.

A. Official Travel Partner of Marshall Athletics. During the term of this Agreement, Marshall Athletics recognizes that the ANTHONY TRAVEL, LLC is the "Official Travel Partner of Marshall University Athletics." No other travel service may use this title. No other travel service may operate on the Premises of Marshall Athletics. No other travel company may be granted any preferred titles or affiliations with Marshall Athletics. ANTHONY TRAVEL, LLC may use this title in advertisements of any kind or in communications with any person or entity. ANTHONY TRAVEL, LLC understands and agrees that Marshall Athletics travel is subject to the policies of the NCAA, Conference USA, or other agencies which may sponsor events in which athletic teams participate and thus may result in the use of other travel agencies due to requirements imposed as a result of those relationships.

B. Services. Throughout the term of this Agreement, ANTHONY TRAVEL, LLC will provide a wide range of individual, team, and group travel services to Marshall Athletics, to include scheduled air services, charter air services, hotel rooms, ground transportation vehicles, international team tours, and other services as needed by Marshall Athletics.

C. Special Event Travel. As the Official Travel Partner for Marshall Athletics, ANTHONY TRAVEL, LLC will exclusively service the Special Event

travel needs of the Athletic Department.

This includes, but is not limited to, any bowl game, the Final Four, and International Team Tours.

A. Personnel. ANTHONY TRAVEL, LLC will secure at its own expense all personnel needed to perform the services under this agreement. Such personnel shall not be employees of, or have any individual contractual relationship with, Marshall Athletics. While on University Premises, all employees will comply with appropriate University policies and will conduct themselves in a manner that will not discredit the University.

ANTHONY TRAVEL, LLC will offer Marshall Athletics the opportunity to participate in the interview and selection process for the on-site travel consultant. ANTHONY TRAVEL, LLC will have the ultimate responsibility for all hiring and employment issues of the employee.

Marshall Athletics agrees not to solicit (directly or indirectly), recruit, or employ any employee of ANTHONY TRAVEL, LLC during the term of this agreement and for two-years after termination of the agreement without the express written approval to do so by ANTHONY TRAVEL, LLC.

B. Back-up support. For short-term absences from the office, ANTHONY TRAVEL, LLC will program the phone, if possible, to roll to its back-up sports travel consultants.

C. Trademarks. ANTHONY TRAVEL, LLC may use Marshall University logos and trademarks in promotional material solely to identify ANTHONY TRAVEL, LLC as Marshall Athletics Official Travel Partner. ANTHONY TRAVEL, LLC may not use these marks on merchandise or particular product advertisements without the advance written consent of Marshall Athletics, other than as granted in the previous sentence.

D. Parking. ANTHONY TRAVEL, LLC and its employees will receive Marshall Athletics parking privileges as is customary for Marshall Athletics staff working in the same location as ANTHONY TRAVEL, LLC. This parking fee shall not exceed \$200 annually to ATI.

E. Reporting. ANTHONY TRAVEL, LLC shall provide comprehensive reports to Marshall Athletics that allow Marshall Athletics to financially manage and audit its travel activities. Both parties shall mutually agree upon the type, content, detail, and periodic delivery of such reports.

Section 4. Management Fees.

A. Base Fee. Marshall Athletics will pay ANTHONY TRAVEL, LLC a monthly management fee of **\$8,666.67 (\$104,000.04 annually)**. Fees will be due and payable by the 15th day of each month in the form of check or wire transfer. This payment cannot be paid by credit card. This fee

will stay the same for the first two years of the agreement, and will increase 3% for each subsequent renewal year. ATI will rebate 3% of the annual management fee to Marshall Athletics at the end of each contract year.

B. Ticketing. All air tickets will be paid for in a manner that is required.

Section 5. Quality Control.

ANTHONY TRAVEL, LLC shall use its best efforts to train the Marshall Athletics staff on departmental travel policy and ANTHONY TRAVEL, LLC operations. ANTHONY TRAVEL, LLC shall send out customer surveys at least once a year to the Marshall Athletics staff requesting feedback on ANTHONY TRAVEL, LLC performance. The management of ANTHONY TRAVEL, LLC shall meet with the appropriate Marshall Athletics business staff at least once a year to discuss feedback and any operational issues.

Marshall Athletics shall provide ANTHONY TRAVEL, LLC with access to the email database for Athletic Department employees. ANTHONY TRAVEL, LLC will utilize this database to send out travel updates as necessary. ANTHONY TRAVEL, LLC will allow Marshall Athletics to review these updates before they are sent, and will include any information submitted by Marshall Athletics.

ANTHONY TRAVEL, LLC will work closely with Marshall Athletics to assure full compliance with travel policy and procedures; furthermore, the agency agrees to book only those fares and/or supplies that are in compliance with the University, NCAA, State of West Virginia and applicable Federal travel policy/regulations. ANTHONY TRAVEL, LLC will report exceptions and granted exceptions to Marshall Athletics as part of the regular reporting process.

Section 6. Confidentiality.

During the term of this Agreement and thereafter, ANTHONY TRAVEL, LLC shall not disclose or use for the benefit of other than Marshall University any confidential or proprietary information disclosed to ANTHONY TRAVEL, LLC as a result of this Agreement. All information supplied to ANTHONY TRAVEL, LLC by Marshall Athletics shall remain the property of Marshall Athletics. ATI represents that it does not have in its possession and has not used for the benefit of Marshall University any confidential information or documents belonging to others. ANTHONY TRAVEL, LLC represents that its retention by Marshall University will not require it to violate any obligation to others, under agreement or otherwise, or to violate any confidence of others. ANTHONY TRAVEL, LLC knows of no written or oral agreement or of any other impediment which would inhibit or prohibit the relationship with Marshall University provided for herein. ANTHONY TRAVEL, LLC represents that it will not, by signing this Agreement or performing the services provided for herein, violate any rights, including but not limited to intellectual property rights such as trademark, trade secret and copyright, of any other individual or entity.

Section 7: Termination.

A. Material Breach. Either party may terminate this Agreement if the other party has materially breached any obligation herein and such breach remains uncured for a period of 90 days after receipt of written notice.

B. Default. Either party may terminate this Agreement if the other party has a filing for petition, voluntary or involuntary, for relief in a court for adjudication of bankruptcy, reorganization or rearrangement, receivership or an assignment for the benefit of creditors.

C. Loss of License. Marshall Athletics may terminate this Agreement if ANTHONY TRAVEL, LLC is unable to obtain or loses any license or other evidence of the right and privilege to conduct business as required under this Agreement

D. Early Termination. This Agreement may be terminated prior to the regular termination date upon the mutual written agreement of both parties.

Section 8. Miscellaneous.

A. Successors and Assigns. Other than an assignment to a corporation, partnership or other entity in which ANTHONY TRAVEL, LLC owns controlling interest this Agreement shall not be assignable by either party without the consent of the other.

Any assignment shall not release or relieve the assigning party from any of its obligations or liabilities under this contract. ANTHONY TRAVEL, LLC may not subcontract any rights or duties under this Agreement without prior Marshall Athletics approval.

B. Severability. Every provision in this Agreement is intended to be severable. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

C. Amendment. This Agreement may be changed, modified, or amended only by an instrument in writing duly executed by all of the parties to this Agreement. Any such amendment shall be effective as of such date as may be determined by the parties to this Agreement. Parties agree that this Agreement may be amended at the request of either party if significant changes occur within the travel industry, so long as the other party consents to such amendment.

D. Laws and Ordinances. ANTHONY TRAVEL, LLC agrees at its own cost and expense to comply with all state, county and municipal laws and ordinances and

with Marshall Athletics policy applicable to its travel operations.

E. Nondiscrimination. ANTHONY TRAVEL, LLC shall not discriminate

against any qualified employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, religion, color, sex, disability, national origin, or ancestry.

ANTHONY TRAVEL, LLC agrees to comply with all the provisions contained in the Equal Opportunity Clause, quoted in Executive Orders No. 11246 and No. 11375, and contained in the Indiana Civil Rights Law, quoted in IC 1981, 22-9-1-10, as amended; The Americans with Disabilities Act of 1990 (ADA) which are hereby incorporated in this Agreement by reference. As used therein the word "contractor" shall be deemed to mean "ANTHONY TRAVEL, LLC", and the word "contract" shall refer to this Agreement. In addition, ANTHONY TRAVEL, LLC shall cause the Equal Opportunity Clause and the ADA to be included in their subcontracts or purchase orders hereunder unless exempted by rules, regulations and orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Orders No. 11246 and No. 11375 as amended.

F. Indemnification. ANTHONY TRAVEL, LLC agrees to and does hereby indemnify and hold harmless Marshall University, the Trustees of Marshall University, the present or future respective officers, agents, servants, employees, and successors and assigns of each, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including costs of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injury (including death) to any person, damage to any property (public or private), any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, to the extent directly or indirectly caused by or arising out of any negligent or willful act or omission of ANTHONY TRAVEL, LLC, its employees or agents in the performance of this Agreement. ATI shall at the request of Marshall University undertake to defend any and all suits and to investigate and to defend any and all claims whether justified or not, if such claim or suit be against Marshall University, the Trustees of Marshall University, or their respective officers, agents servants, and employees.

Marshall University agrees to and does hereby indemnify and hold harmless ANTHONY TRAVEL, LLC, the present or future respective officers, directors, agents, servants, employees, and successors and assigns of each, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including costs of defense, settlement, and reasonable attorney's fees), which any

or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injury (including death) to any person, damage to any property (public or private), any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, to the extent directly or indirectly caused by or arising out of any negligent or willful act or omission of Marshall University, its employees or agents in the performance of this Agreement. Marshall University shall at the request of ANTHONY TRAVEL, LLC undertake to defend any and all suits and to investigate and to defend any and all claims whether justified or not, if such claim or suit be against ANTHONY TRAVEL, LLC. or their respective officers, directors, agent's servants, and employees.

G. Insurance. ANTHONY TRAVEL, LLC shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of Indiana; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Upon request by Marshall University, ANTHONY TRAVEL, LLC shall furnish satisfactory proof of such insurance coverages prior to commencement of the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

"Marshall Athletics" - MARSHALL UNIVERSITY DEPARTMENT OF INTERCOLLEGIATE ATHLETICS.

Marshall University

By: Tracey Brown-Dolinski

Name: Tracey Brown-Dolinski

Title: Director of Purchasing

Date: 2/1/19

Anthony Travel

By: Pat Walsh

Name: Pat Walsh

Title: Senior Vice President

Date: 1/24/19

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: Anthony Travel

Authorized Signature: Patra Wald Date: 1/24/2020

State of Indiana

County of St. Joseph, to-wit:

Taken, subscribed, and sworn to before me this 24 day of January, 2020.

My Commission expires 10/22/2023, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

Cynthia S. Duley

Office of Purchasing

January 21, 2020

Anthony Travel
PO Box 1086
Notre Dame, IN 46556

Re: Contract Renewal for MU20ATHLETICSTR

To Whom It May Concern:

The above referenced contract will expire on January 31, 2020. There is a provision for another 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 renew contract **MU20ATHLETICSTR** effective February 1, 2020 through January 31, 2021 under the same terms and conditions. Enclosed is a Purchasing Affidavit which requires signature and notarization as well.

Please return the letter and the enclosed purchasing affidavit 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 304-696-2599.

Sincerely,


Angela White Negley
Director of Purchasing/Chief Procurement Officer

I agree to renew the current contract # **MU20ATHLETICSTR** for 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.


Signature

1/24/2020
Date

PATRICK WALSH
Printed Name

Senior Vice - President, Collegiate Travel
Title

Comments:

WE ARE... MARSHALL.