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| Purchase Order |  Marshall University Direct all inquires regarding this order to: (304) | Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 | Purchase Order # MU20ATHLETICSTR |
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|--|---------------------------|-----------------------------------|---|
| TO: Anthony Travel, LLC PO Box 1086 Notre Dame, IN 46556 FEIN: 473378193 PH: | Vendor Code: 473378193 | Ship to: Room # | THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN WVFIMS Account #: |
|--|---------------------------|-----------------------------------|---|

| P.O. Date | FY | Buyer | Ship Via | F.O.B | Terms | Contract # |
|-----------|------|-------|----------|-------|-------|-----------------|
| 1/31/2019 | 2020 | AD | | | | MU20ATHLETICSTR |

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| | | <u>CONTRACT ACCEPTANCE</u> On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of <u>Anthony Travel, LLC</u> <u>Travel Management Services for Marshall University Athletics</u> signed by <u>Kathryn Gallahger</u> Title <u>Executive Assistant</u> on <u>11/29/2018</u> Schedule of Payments \$8,666.67 Monthly Yearly Total \$104,000.04 Approved as to form this _____ day of _____, West Virginia Attorney General By: _____ Chief Counsel Effective Dates: 2/1/2019 - 1/31/2020 (4) Four optional renewals. THIS ORDER IS EXEMPT FROM ALL SALES TAX LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER | |
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| Line No. | Fund | Org. | Account | Encumber Amount | | Total: | Open-End |
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| 1. | | | | | | | |
| 2. | | | | | | | |
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| Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500 |  _____ Authorized Signature Date 2/1/19 |
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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

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. 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 Grandolini*

Title: Director of Purchasing /CPO

Date: 2/1/19

VENDOR

Company Name: Anthony Travel

Signed: *Pat Wall*

Title: Senior Vice President

Date: 11/28/18

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: [Signature] Date: 11/28/18

State of Indiana

County of St. Joseph, to-wit:

Taken, subscribed, and sworn to before me this 28 day of November, 2018.

My Commission expires October 22, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC Cynthia L. Duley



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

**STATE OF WEST VIRGINIA,
COUNTY OF Cabell, TO-WIT:**

I, Pat Walsh, after being first duly sworn, depose and state as follows:

1. I am an employee of Anthony Travel LLC; and,
(Company Name)
2. I do hereby attest that Anthony Travel LLC
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Pat Walsh
 Signature: Pat Walsh
 Title: Senior Vice President
 Company Name: Anthony Travel
 Date: 1/17/19

Taken, subscribed and sworn to before me this 17 day of January, 2019.

By Commission expires 10/22/2023

(Seal)



Cynthia L. Duley
(Notary Public)

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on 2/1/2019 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.

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| Request for Proposal |  | Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2821 | Proposal# MU20ATHLETICSTR |
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| Vendor: Phone: Email: FEIN/SSN: Fax: | For information contact: Buyer: Amanda Dailey Phone: (304) 696-2821 Email: daileya@marshall.edu and purchasing@marshall.edu |
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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 INTO THE BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE PROPOSAL OPENING AND (1) ONE COURTESY COPY MAILED TO THE OFFICE OF PURCHASING AT THE ADDRESS PROVIDED HEREIN. 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 ON THE REVERSE SIDE HEREOF AND AS SET FORTH HEREIN.

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| DATE 11/16/18 | DELIVERY REQUIREMENTS | DEPARTMENT REQUISITION NO. | PROPOSALS OPEN: 3:00 PM on Dec. 18, 2018 | BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID | |
| Item # | Quantity | Description | | Unit Price | Extended Price |
| | | Request for Proposals Marshall University will accept proposal for the following services until 3:00PM on Dec. 18, 2018. At that time, sealed proposals will be opened and read aloud in Room 125, Old Main Building, Office of Purchasing. Travel Services for the Athletic Department Mandatory Pre-Proposal meeting December 4, 2018 @ 10:00am | | | |

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.

| | |
|--|---|
| Bidder guarantees shipment from _____ _____ within _____ days FOB _____ After receipt of order at address shown Terms _____ | Bidder's name Vendor _____ Signed By _____ Typed/Printed Name _____ Title _____ Email _____ Fein _____ Street Address _____ City/State/Zip _____ Date _____ Phone _____ |
|--|---|

| | | |
|-----------------------------|--|---|
| Request for Proposal |  <p align="center">Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100</p> <p align="center">Direct all inquiries regarding this order to: (304) 696-2821</p> | Proposal# MU20ATHLETICSTR |
|-----------------------------|--|---|

| | |
|---|---|
| Vendor: Anthony Travel Phone: 574-344-2127 Email: kategallagher@anthonytravel.com FEIN/SSN: 473378193 Fax: 574-344-2130 | For information contact: Buyer: Amanda Dailey Phone: (304) 696-2821 Email: daileys@marshall.edu and purchasing@marshall.edu |
|---|---|

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 INTO THE BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE PROPOSAL OPENING AND (1) ONE COURTESY COPY MAILED TO THE OFFICE OF PURCHASING AT THE ADDRESS PROVIDED HEREIN. 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 ON THE REVERSE SIDE HEREOF AND 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 Anthony Travel
 Signed By *Kathryn Gallagher*
 Typed/Printed Name Kathryn Gallagher
 Title Executive Assistant
 Email kategallagher@anthonytravel.com
 Fein 473378193
 Street Address PO Box 1086
 City/State/Zip Notre Dame, IN 46556
 Date 11/29/18 Phone 574-344-2127