


Purchase Change Request		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	Order # MU17TRAVEL
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FY 20	Buyer BS	Date 6/10/2020	Account 70257	P.O. Date 05/09/17	Contract MU17TRAVEL
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Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input checked="" type="checkbox"/> Contract Purchase Order <input 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. Flight Centre Travel Group (USA) Inc d/b/a FCM Travel Solutions 41 Winter Street Boston, MA 02108 Ph# (215) 469-0829 Fax	Vendor Code	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 FEIN# 13-2635933
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Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # <u>3</u> To renew the contract according to all terms, conditions, and specifications contained in the original contract including all authorized change orders. Travel and Travel Related Management Services Effective Date: May 9, 2020 to May 8, 2021 Renewal: 3 Remaining Renewals: (0) zero Rate of pay shall be \$7,916.66 per month		

Reason for Change: To renew contract	Previous Total	\$ OPEN-END
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ OPEN-END

Approved: Angela White Negley 6/10/20
 Authorized Signature Date

N/A
 Attorney General if required Date



Office of Purchasing

June 8, 2020

Mr. Eddie Behrens
Flight Centre Travel Group
d/b/a FCM Travel Solutions
41 Winter Street
Boston, MA 02108

Re: MU17TRAVEL Contract Renewal for Travel Services

Dear Mr. Behrens,

The above referenced agreement will expire on May 8, 2020. There is a provision for another renewal and changes 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 services for **one-year**, effective May 9, 2020 through May 8, 2021.

Please return the letter and the Purchasing Affidavit with signature.

If you have any questions, please feel free to call me at 304-696-3157.

Sincerely,

Tracey Brown-Dolinski
Assistant Director of Purchasing

I agree to renew the services for MU17TRAVEL for an additional one (1) year period.

Yes No

Yes, subject to the following changes in the attached letter/ invoice.

June 9, 2020

Date

William McDonough

Printed Name

President, FCM

Title

Comments: _____

WE ARE... MARSHALL.

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.

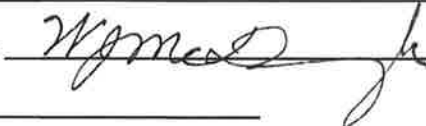
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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: Flight Centre Travel Group (USA) Inc. dba FCM Travel Solutions

Authorized Signature:  Date: 6/10/2020

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____