


Purchase Change Request					Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	Order # MU18PORTABLES		
FY 2019	Buyer DG	Date 8/28/2019	Account Various	P.O. Date 7/27/17	Contract MU18PORTABLES			
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. Randy's Potties 729 Co Road 65 Proctorville, WV 45669			Vendor Code		BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100			
Ph# 304-638-7886		Fax		FEIN# 298608689				
Item#	Quantity	Description of Change				Unit Price	Extended Price	
		Change Order # 2 To renew the contract according to all terms, conditions, prices, and specifications contained in the original contract including all authorized change orders. Portable Restrooms Effective Date: August 1, 2019 - July 31, 2020 Renewal No. 2 Renewals Remaining: 2 of 4						
Reason for Change: Contract Renewal						Previous Total	\$ Open End	
						Increase	\$	
						Decrease	\$	
						New Total	\$ Open End	

Approved:

Authorized Signature

Michelle Wheeler

Date

8/29/2019

N/A

Attorney General if required

Date

Randy's Potties

Pricing

- | | | |
|------------|--------------------------------|-----------------------------|
| 1. 13 each | Men's Portable Restrooms | \$ <u>25.00</u> /unit price |
| 2. 13 each | Women's Portable Restrooms | \$ <u>25.00</u> /unit price |
| 3. 4 each | Handicapped Portable Restrooms | \$ <u>25.00</u> /unit price |
| 4. 8 each | Hand Washing Stations | \$ <u>25.00</u> /unit price |

Please contact Scott Morehouse of Marshall University Athletics, 304-696-6022, to schedule drop-off of Restroom and Stations.

August 14, 2019

Randy Ferris
Randy's Potties
729 Co Road 65
Proctorville, WV 45669

Re: Contract Renewal for MU18PORTABLES

To Whom It May Concern,

The above referenced contract expired July 31, 2019. Marshall University wishes to renew the contract upon written mutual agreement.

Please annotate on the bottom of this letter, with your signature and date, if you agree to extend contract **MU18PORTABLES** effective August 1, 2019 through July 31, 2020 under the same terms and conditions. Enclosed is a Purchasing Affidavit which requires signature and notarization as well.

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 304-696-2819

Sincerely,

Derrick Gillespie
Purchasing Agent



I agree to extend the current contract # **MU18PORTABLES** an additional twelve (12) month period under the same terms and conditions.

☒ Yes ☐ No

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



Signature

Date

Randy S. FERRIS

Printed Name

Owner

Title

Comments:

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: Randys Pottier

Authorized Signature: Ruby S. Davis Date: 8-23-19

State of Kentucky

County of Boyd, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of August, 2019.

My Commission expires Feb 17, 2023.

AFFIX SEAL HERE

NOTARY PUBLIC

Robert J. Jones #616916
Purchasing Affidavit (Revised 01/19/2018)

UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 298608689
Business name: RANDY'S POTTIES
Doing business as/Trading as:

Please use your browsers back button to try again.

WorkforceWV	Unemployment Compensation	Offices of the Insurance Commissioner
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