



Purchase Order		 <p>Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquiries regarding this order to: (304) 696-2821</p>			Purchase Order # MU18PORTABLES																											
TO:		Vendor Code:		Ship to:		THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN																										
RANDY'S POTTIES 729 CO RD 65 PROCTORVILLE OH 45669 FEIN 29 8608689 PH 304-638-7886				JOBSITE Room # N/A																												
P.O. Date		FY		Buyer		Contract #																										
8/1/17		2018		AD																												
CONTRACT ACCEPTANCE <hr/> <p>On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of <u>Randy's Potties</u></p> <p>Rentals of Portable Restrooms and Hand Wash Stations</p> <hr/> <p>Signed by <u>Randy Ferris</u></p> <p>Title <u>Owner</u></p> <p>On <u>July 27, 2017</u></p> <p>Approved as to form this _____ day of _____, 2017 Patrick Morrissey, Attorney General</p> <p>By: <u>N/A</u> Chief Counsel</p> <p>Effective August 1, 2017 to July 31, 2018</p> <p>Four (4) optional one-year renewals</p>																																
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:10%;">Line No.</th> <th style="width:15%;">Fund</th> <th style="width:15%;">Org.</th> <th style="width:20%;">Account</th> <th style="width:20%;">Encumber Amount</th> </tr> <tr> <td>1.</td> <td>Various</td> <td>Various</td> <td>70300 / Var.</td> <td>Open - End</td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>					Line No.	Fund	Org.	Account	Encumber Amount	1.	Various	Various	70300 / Var.	Open - End	2.					3.					4.					Total:		OPEN END
Line No.	Fund	Org.	Account	Encumber Amount																												
1.	Various	Various	70300 / Var.	Open - End																												
2.																																
3.																																
4.																																
Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500					 <u>8-21-17</u> Authorized Signature Date																											

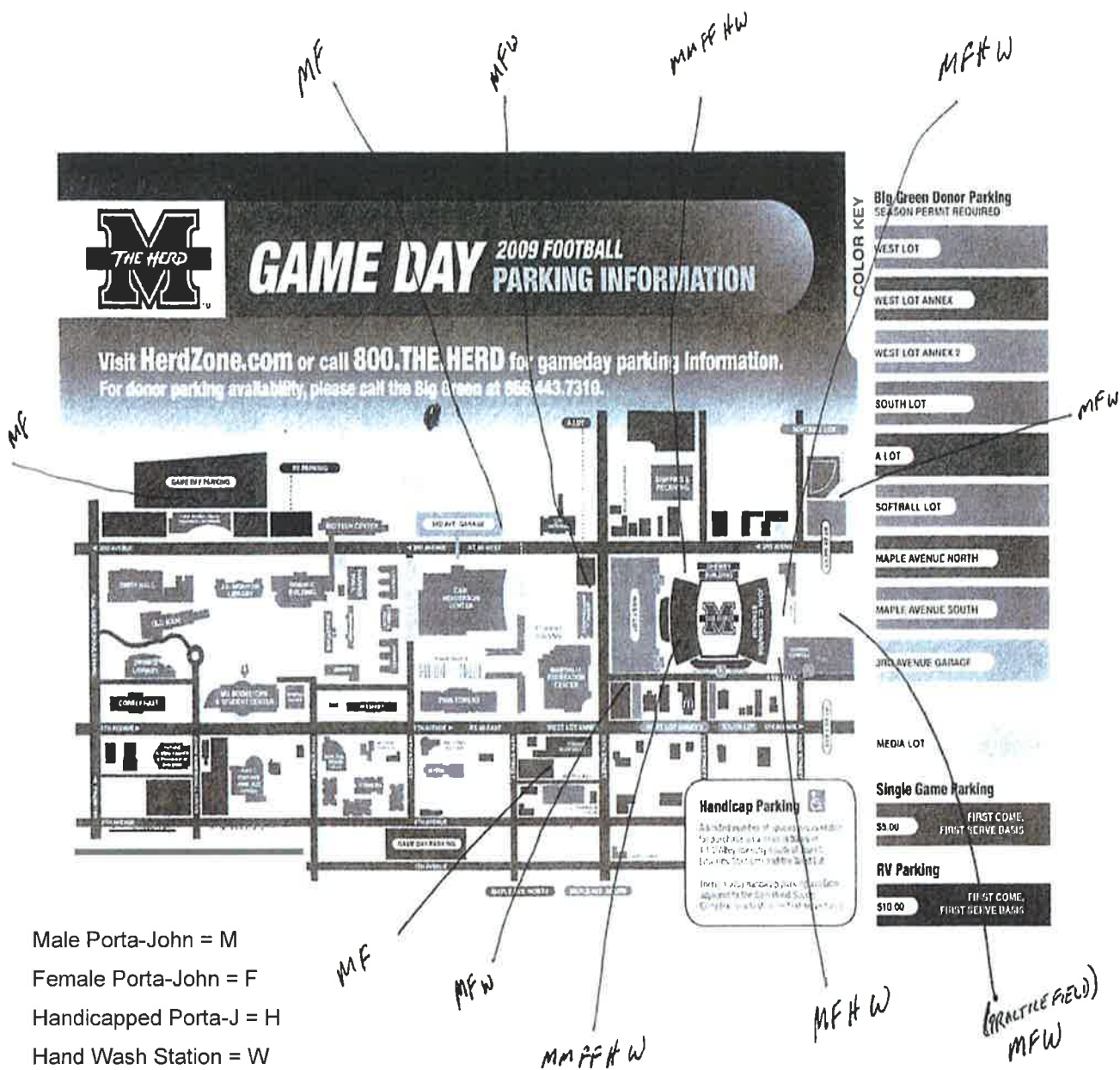
Vendor will supply Portable Restrooms for Athletic Contests as specified below.

1. Supply a total of 30 portable restrooms and 8 hand washing stations for each Marshall University home football contest. The number of units for the spring football game and any additional athletic contests will vary. The condition of the portable restroom shall be new or excellent. Marshall University has the right to reject any portable restroom they feel does not meet this standard.
2. All units must be in place at the Joan C. Edwards Stadium in designated areas, (see map), 2 days prior to each home football contest. The first date for the 2017 season is Sept. 2nd. The first date will vary for future seasons.
3. All units must be serviced and cleaned before and directly after each home contest. If units remain on site in between contests they are the responsibility of the vendor and Marshall Athletics will be charged rental only for game day when the units are in use.
4. There will be a total of 13 men's, 13 women's, 4 handicapped, and 8 hand washing stations utilized for football season.
5. It is preferred by Marshall Athletics that the units are kept on site or removed during off days pending what is most cost efficient.
6. There are six home football contests for the 2017 season, the dates are subject to change. September 2, September 16, October 14, October 28, November 11, and November 25. Marshall University also has the potential to host the Conference USA Football Championship Game on Dec. 2.
7. At the conclusion of the football season, the vendor will have 7 days to pick up all units and remove them from Marshall University property.
8. Marshall University is not responsible for any vandalism, damage, or destruction of any portable restrooms on Marshall University property. Any vandalism, damage or destruction of any portable restroom on Marshall University property is the sole responsibility of the owner and the owner's insurance provider.

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.



Male Porta-John = M
Female Porta-John = F
Handicapped Porta-J = H
Hand Wash Station = W

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on August 1, 2017 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.

This contract is for mandatory use at Marshall University and is available on an optional basis for use by all other higher education institutions in West Virginia.

WV-96
Rev. 5/16

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. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any provision requiring the Agency 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 the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency 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. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency 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, the Agency 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 the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency'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** – The Agency 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, the Agency 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 Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, 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** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency 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 the Agency 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, the Agency 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. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
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.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: Marshall University

Signed: Stephanie C. E.

Title: Director, Office of Purchasing / CPO

Date: 8-21-17

VENDOR

Company Name: Randy's Potties

Signed: Danby & Ferris

Title: OWNER

Date: 7-27-17



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, Randy S Ferris, after being first duly sworn, depose and state as follows:

1. I am an employee of Randy's Potties; and,
(Company Name)
2. I do hereby attest that Randy's Potties
(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: Randy S Ferris
Signature: Randy S Ferris
Title: Owner
Company Name: Randy's Potties
Date: 7-27-17

Taken, subscribed and sworn to before me this 27 day of July, 2017.

By Commission expires 13 Aug. 2020

(Seal)



[Signature]
(Notary Public)

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 OTHER 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: Randy's Potties

Authorized Signature: Gandy S Ferris Date: 7-27-17

State of Ohio

County of Lawrence, to-wit:

Taken, subscribed, and sworn to before me this 27 day of July, 2017.

My Commission expires 13 Aug, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 07/07/2017)