

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
805 E. BROAD STREET
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT RENEWAL

1. DATEAugust 21, 2007
2. COMMODITY NAMECoffee Extract and Dispensers
3. CONTRACT NUMBER39340-08
4. SUPERSEDES.....39340-70
5. CONTRACT PERIODSeptember 1, 2007 through August 31, 2008
6. AUTHORIZED USERS Eastern State Hospital
7. CONTRACTORS' FEIN NUMBER.....52-2291490
8. CONTRACTOR.....U.S. Foodservice-Virginia Beach
.....P.O.Box 396
..... Norfolk, Virginia 23501-0396
9. CONTRACTORS' PHONE NUMBERRoger Moss, 757-363-1492 / Betsy Lachica 757-363-1333
10. TERMS.....Net 30
11. DELIVERY7days ARO
12. F.O.B..... Eastern State Hospital
13. MINIMUM ORDER2 cases
14. FOR FURTHER CONTRACT INFORMATION CONTACT: Glenn D. Hinton
Phone (804) 786-2449
15. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.eva.virginia.gov
16. NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is mandatory for all State Agencies (unless otherwise indicated in item 6 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.
17. **Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By: Glenn D. Hinton
Contract Officer

INSTRUCTIONS

1. Purchase orders will be submitted to the Contractor via the Commonwealth of Virginia's electronic procurement system, also known as eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions may use this contract only if the orders are placed through eVA.

Written Purchase Orders Required by the Contractor. **When required by the contractor**, state agencies and public bodies will supply written purchase order forms for orders under \$5,000.

Verbal/Facsimile Orders. When a written purchase order is not required by the contractor, state agencies have the authority to place verbal and/or facsimile orders for requirements valued at less than \$5,000.

2. If this contract is authorized for use by localities (see line item 6, page 1), Virginia cities, counties, towns and political subdivisions may use their own form to order items listed in this contract.
3. The applicable contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
4. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
5. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (786-8873).
6. Renewals. **No renewals remain.** The decision as to whether to exercise the next renewal option will be made by the contract officer approximately two months in advance of the expiration date of the current term.
7. Price Adjustments. This contract also contains a PRICE ESCALATION provision. During the current term of the contract, price escalation may be allowed every 365 days, if justified. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. The contractor is required to pass on any price reductions immediately. **IMPORTANT!** All price increases must be approved by the contract officer. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.

CONTRACT NO: 39340-80

SEPTEMBER 1, 2007 THROUGH AUGUST 31, 2008

Delivery Address: Eastern State Hospital
Warehouse
4601 Ironbound Road
Williamsburg, Va. 23188

Invoice Address: Eastern state Hospital
Accounts Payable Office
P.O. Box 8791
Williamsburg, Va. 23187-8791

<u>Item</u>	<u>Description</u>	<u>Price</u>
1	Dowe Egberts Coffee Extract Order # 20685 Note: One case contains two (2) 2 liter containers	\$ 106.38 per case
2	Eleven Coffee Dispensers, completely installed and maintained by Contractor	No Charge