

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1111 E. BROAD STREET, 6th Floor
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT AWARD

- 1. DATE August 25, 2006
- 2. COMMODITY NAME AND NUMBER Sawdust and Wood Chips/54078
- 3. CONTRACT NUMBER..... 5407801-70
- 4. CONTRACT PERIOD September 1, 2006 through August 31, 2009
- 5. SUPERSEDES CONTRACT..... 54078-60
- 6. AUTHORIZED USERSPiedmont Geriatric Hospital
..... Augusta Correctional Center
- 7. CONTRACTORS' FEIN NUMBER..... See Attached
- 8. CONTRACTOR..... See Attached (1 SWAM)
- 9. CONTRACTORS' PHONE NUMBER See Attached
- 10. TERMS See Attached
- 11. DELIVERY 3 Calendar Days after Receipt of Order
- 12. F.O.B..... Agency
- 13. MINIMUM ORDER None
- 14. FOR FURTHER CONTRACT INFORMATION CONTACT: Chris A. Nichols, CPPB, VCO
Phone (804) 786-3849
Fax (804) 786-0223
- 15. FOR ADDITIONAL COPIES OF THIS AND OTHER 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.

By: Chris A. Nichols
Statewide Commodity Contract Officer

INSTRUCTIONS

1. Orders. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia may order items listed by issuing agency purchase orders (Form DPS-41-056) or by issuing their own purchase order form.

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.
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 (as applicable).
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. Two (2), one year renewals remain. The decision as to whether to exercise the next renewal option will be made by the contract officer approximately four to six months in advance of the expiration date of the current term.
7. Price Adjustments. During the current term of the contract, price escalation may be allowed every 180 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.
8. **DELIVERY**: Contractor shall deliver sawdust within 3 calendar days after notification. The delivery should be in self-unloading trailers or trucks. For Piedmont Geriatric Hospital only, no dump truck deliveries will be accepted due to restricted unloading requirements.

Certified and tare weighing scale reports, acceptable to the Commonwealth, shall accompany each delivery.

9. **SAWDUST SPECIFICATIONS:**

TYPE I Sawdust:

- (1) The sawdust shall consist of screened, greenmill, hardwood.
- (2) Sawdust particles shall not be more than 3/8" in any direction.
- (3) Sawdust mixtures shall not contain more than 30% hardwood waste grindings.
- (4) The sawdust shall not contain any wood finish materials or glue material.
- (5) The maximum moisture content shall not exceed 50% by weight.
- (6) The sawdust shall not contain "sander dust".
- (7) If sawdust is delivered as a mixture, the components shall be blended and the sawdust material shall be delivered as a homogenous mixture.
- (8) The sawdust shall be clean and free of debris such as rock, sand, dirt, metal, bark and other trash.

TYPE II Sawdust:

- (1) The sawdust shall consist of hardwood or a hardwood/softwood mixture.
- (2) Sawdust mixtures shall contain a majority percentage of hardwood.
- (3) The sawdust particles shall be approximately 3/8" in any direction. No extraneous wood particles shall be more than 2" in any single direction.
- (4) The sawdust shall be clean and free of debris such as rock, sand, dirt, metal and other trash.
- (5) The maximum moisture content shall not exceed 50% by weight.

10. **PRICE ADJUSTMENT FOR EXCESS MOISTURE OR TRASH:**

Should any delivery of sawdust contain moisture in excess of 50% or trash in excess of 1%, by weight, the Commonwealth reserves the right to deduct, on a one-to-one percentage basis, for excess moisture or trash. Any such deductions shall be considered as a price adjustment for lost BTU content of sawdust and not as consequential or other damages or penalty. The Commonwealth reserves the right to cancel any resulting contract for poor quality material, or for failure to deliver.

11. It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

12. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

<u>FEIN</u>	<u>VENDOR ADDRESS</u>	<u>TELEPHONE #</u>
54-1282547	GEORGE C. SHUMATE, INC. 537 FREDERICKSBURG ROAD LEXINGTON, VA 24450	(540) 463-9173 -PHONE (540) 464-4053 -FAX
54-1636094	BROWN'S FOREST PRODUCTS, INC. (S) P.O. BOX 362 CHARLOTTE COURT HOUSE, VA 23923	(434) 735-8179 -PHONE (434) 735-8829 -FAX

SAWDUST SPECIFICATION TYPE I				
Item		Description	Unit	
0010	George C. Shumate, Inc.	Sawdust, including transportation to Augusta Correctional Center, Craigsville, Virginia (F.O.B. Destination).	Ton	\$40.00
0020	Brown's Forest Products, Inc.	Sawdust, including transportation to Piedmont Geriatric Hospital Burkeville, Virginia (Self Unloading Trailers for Trucks Only) (No Dump Trucks.) (F.O.B. Destination).	Ton	\$21.
SAWDUST SPECIFICATION TYPE II				
		Description	Unit	
0030	George C. Shumate, Inc.	Sawdust, including transportation to Augusta Correctional Center, Craigsville, Virginia (F.O.B. Destination).	Ton	\$40.00
0040		Item Not Awarded		