

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

**NOTICE OF CONTRACT AWARD**

- 1. DATE .....October 13, 2006
- 2. COMMODITY NAME AND NUMBER ..... Sawdust and Wood Chips/54078
- 3. CONTRACT NUMBER..... **5407802-70**
- 4. CONTRACT PERIOD .....October 13, 2006 through September 30, 2009
- 5. SUPERSEDES CONTRACT..... N/A
- 6. AUTHORIZED USERS ..... Augusta Correctional Center
- 7. CONTRACTORS' FEIN NUMBER..... See Attached
- 8. CONTRACTOR..... See Attached
- 9. CONTRACTORS' PHONE NUMBER ..... See Attached
- 10. TERMS ..... See Attached
- 11. DELIVERY ..... See Page 2 Instructions # 8 Delivery
- 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](http://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:** This contract shall be used as **backup only** when contractor George C. Shumate, Inc. is unable to meet the agency's required delivery time on Contract 5407801-70 which was awarded August 25, 2006. Contractor shall deliver sawdust within 2 calendar days after notification. The delivery should be in self-unloading trailers or trucks  
  
Certified and tare weighing scale reports, acceptable to the Commonwealth, shall accompany each delivery.
9. **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.
10. 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](http://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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

- 11. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://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>
<u>Deleted</u>		
54-1741764	BENNETT LOGGING & LUMBER, INC 6800 RICH PATCH ROAD COVINGTON, VA 24426 Sarah Broughman	(540)-862-7621-PHONE (540)-862-3375 -FAX MILLWORK2002@AOL.COM434

<b>SAWDUST SPECIFICATION TYPE I</b>				
Item		Description	Unit	
0010	Deleted			
<b>SAWDUST SPECIFICATION TYPE II</b>				
		Description	Unit	
0030	Bennett Logging & Lumber	Sawdust, including transportation to Augusta Correctional Center, Craigsville, Virginia (F.O.B. Destination).	Ton	\$22.00

**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.