

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

NOTICE OF CONTRACT RENEWAL

Contract Number: E194-860

This contract number must be shown on all purchase orders placed against this contract.

Title: Sawdust & Woodchips

Contract Begin Date: 9/1/2010

Description: Sawdust & Woodchips

Contract Expiration Date: 8/31/13

Contractor:

Payment Terms: Net 30 days. Contractor accepts the Commonwealth's BOA VISA Purchasing Card

Blue Ridge Lumber Co LLC

Attn: Thomas G. Sheets

Authorized Users: Augusta Correctional Facility.

183 Mule Academy Road

Fishersville, VA 22939

540-885-5055

NIGP Code: 54078

Contract Officer: Dennis Donahue

Phone: 804-786-5410

Email: dennis.donahue@dgs.virginia.gov

Renewal Periods

Contract Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date
1,2	1	Years	9/1/2011	8/31/2012
1,2	*1	Years	9/1/2012	8/31/2013
1,2	1	Years	9/1/2013	8/31/2014

* current contract term

Note: Above contractor shall be used as a backup provider only - of sawdust & woodchips- to meet the agency's required needs. (Primary vendor is Bennett Logging & Lumber, Inc.)

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.
2. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency.
3. 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 www.eVA.virginia.gov website.
4. **Renewals**. One (1), one year renewal remains. 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.
5. **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.
6. **Delivery**:. Contractor shall deliver sawdust within 3 calendar days after notification regardless of weekends and holidays. The delivery should be in self-unloading trailers or trucks.
Certified and tare weighing scale reports, acceptable to the Commonwealth, shall accompany each delivery.
7. **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.
8. **Financial Warranty**: Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and

upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

Item		Description	Unit	
		SAWDUST SPECIFICATION TYPE I		
		Description	Unit	
1.	Blue Ridge Lumber Co. LLC	Sawdust, including transportation to Augusta Correctional Center, Craigsville, Virginia (F.O.B. Destination).	Ton	\$28.18

Item		Description	Unit	
		SAWDUST SPECIFICATION TYPE II		
		Description	Unit	
2.	Blue Ridge Lumber Co. LLC	Sawdust, including transportation to Augusta Correctional Center, Craigsville, Virginia (F.O.B. Destination).	Ton	\$28.18

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.