INVITATION FOR BIDS

ISSUE DATE: October 19, 2005

IFB# 214:06 Sawdust

TITLE: Sawdust

ISSUING AGENCY: COMMONWEALTH OF VIRGINIA
LONGWOOD UNIVERSITY
MATERIEL MANAGEMENT
201 HIGH STREET
FARMVILLE, VIRGINIA 23909

2 (two) year with option of 3(three) consecutive 1(one) year periods.

SEALED BIDS WILL BE RECEIVED UNTIL: November 4, 2005, 2:00 P.M.,
FOR FURNISHING THE SERVICES DESCRIBED HEREIN AND OPENED IN PUBLIC.

ALL INQUIRES FOR INFORMATION SHOULD BE DIRECTED TO: James Simpson,
Director of Materiel Management (434) 395-2093.

IF BIDS ARE MAILED, or DELIVERED : LONGWOOD UNIVERSITY, MATERIEL MANAGEMENT OFFICE, BRISTOW BUILDING, ROOM 219, 201 HIGH STREET, FARMVILLE, VA 23909.

IN COMPLIANCE WITH THIS INVITATION FOR BIDS AND TO ALL THE CONDITIONS IMPOSED THEREIN, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES AT THE PRICE(S) INDICATED IN SECTION VII, PRICING SCHEDULE.

NAME AND ADDRESS OF FIRM: DATE: ____________
__________________________________________ BY: ______________
__________________________________________ (SIGNATURE IN INK)
__________________________________________ NAME: ______________
__________________________________________ FEI/FIN #: ______________ TITLE: ______________
FAX NUMBER: ______________ PHONE: ______________
MINORITY ____ SMALL BUSINESS ____ WOMAN OWNED ____ OTHER ____

eVA MEMBER ____ YES ____ NO
* Note: See General Terms and Conditions item (X) for membership details
• All Addendums will be posted to eVA and Materiel Managements web pages. It is the responsibility of the bidder to check these web pages for all changes to the IFB, prior to bid submission. Failure to do so may cause your bid to be determined non-responsive. Longwood University will not mail or fax these documents.

http://www2.Longwood.edu/ifbrfp/reviewifb.asp
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I. PURPOSE:
The purpose of this Invitation For Bid [IFB] is to establish a renewable contract with two (2) or more vendors to supply [sawdust/wood products] for the boiler plant at Longwood University; Farmville, Virginia. The initial term of contract shall be for two (2) years with three (3) consecutive one (1) year renewal options.

II. QUALIFICATIONS OF SUPPLIER:
Longwood University has a requirement of approximately 17,000 tons (680 loads @ 25 tons/load). Quantities shown herein are estimated total annual requirements. Longwood University reserves the right to order such quantities as may be required during the contract period, but does not guarantee any minimum or maximum to be ordered during the period specified. All orders received by the Contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth here. The university has local space to stockpile.

The university will enter into a contract with two (2) or more successful bidders. Should a need arise for supplies or services which are not available from the successful bidders, the university reserves the right to secure such services from other sources to meets its immediate needs without prejudice of the contract. Bidders should consider production factors such as power restrictions and weather when estimating annual loads to be provided to the university.

III. SPECIFICATIONS:
The successful bidder(s) shall provide fuel per the following specifications:

(1) The fuel shall consist of screened or blown green mill or dried pine or hardwood sawdust with particle size of not more than 3/8” in any dimension or,
(2) Wood chip of the same material composition with chip size of not more than 1 1/2” in any dimension or,
(3) A mix of the above specified types of fuel.
(4) If the fuel is prepared as a mixture, the components shall be blended and delivered to the conveyance vehicle as a homogenous mixture.
(5) The fuel shall not contain any wood finish materials or glue material.
(6) The fuel shall not consist of nor contain “sander dust”.
(7) The fuel shall be clean and free of debris such as rock, sand, dirt, metal, bark and other contaminants.

Bidder’s shall include with their bid, a full gallon clear plastic bag containing a representative sample of each of the fuels included in the bid proposal. Bidders, please include your company name and fuel specification on the label(s).

IV. TRANSPORT:
Longwood University currently has the capability to transport sawdust/wood products. The university or the vendor(s) may request that an empty trailer be spotted on the contractor(s) property to provide backup capacity and to affect a rotational transport system. This will only be done if the contractor has the ability to move the trailers when filled.

If a bidder has acceptable transport equipment and desires to deliver sawdust/wood products, the bidder shall provide per ton pricing for both transportation methods on the Pricing Schedule located on page 17.
V. GENERAL TERMS AND CONDITIONS

A. VENDOR'S MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition a copy can be obtained by calling the Division of the Purchases and Supply - (804)786-3845.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

C. ANTI-DISCRIMINATION: By submitting their bids or proposals, Bidders or Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:

   - The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bonafide occupational qualification reasonable necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

   - The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

   - Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their bids or proposals, Bidders or Offerors certify that their bids are or proposals made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder/Offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids or proposals, Bidders or Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their bids or proposals, Bidders or Offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia nor are they an agent of any person or entity this is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.

G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB'S AND RFP'S (as applicable):

(1.) Invitation For Bids: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modifications of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to
reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

(2.) Request for Proposals: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective Bidder or Offeror has questions about the specifications or other solicitation documents, the prospective Bidder or Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:
   a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

   b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

   c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

   The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the
date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges:** Under certain emergency procurement and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 11-69.*)

2. **To Subcontractors:**

   a. A contractor awarded a contract under this solicitation is hereby obligated:

      (1.) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

      (2.) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

   b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in the solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF BIDDERS/OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Bidder's or Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's or Offeror's capabilities. The Commonwealth further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder or Offeror fails to satisfy the Commonwealth that such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any one of the following ways:

1. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth
in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or

c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

2. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt
from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal Excise and Transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders or Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder or Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the Bidder/Offeror clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

S. **TRANSPORTATION AND PACKAGING:** By submitting their bids or proposals, all Bidders or Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. **INSURANCE:** By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, Contractor shall have the following insurance coverage at the time the work commences. Additionally, Contractor shall maintain these during the entire term of the contract and that all insurance coverage will be provided by the insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the Contract the Commonwealth reserves the right to require the Contractor to furnish certificates of insurance for the coverage
required by the Commonwealth as indicated.

INSURANCE COVERAGE REQUIRED:

A. Worker's Compensation—Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on contractor’s policy.

B. Employers Liability - $100,000.

C. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor’s Liability or Owner’s and Contractor’s Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability Coverage.

Automobile Liability - $500,000 – Combined single limit.

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the public posting board at Longwood College for a minimum of 10 days.

V. DRUG FREE WORKPLACE: During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor’s employees; (2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA 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. 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 Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.

   b. eVA Premium Vendor Registration Service: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. 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, and ability to research historical procurement data, as they become available.
VI. SPECIAL TERMS AND CONDITIONS

1. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

2. **BID IDENTIFICATION:** If mailing your bid send to: Longwood University, Materiel Management Office, Bristow Building, Room 214, Farmville, Va 23909, include bid identification # **214:06 Sawdust** on the outside of the envelope.

3. **AUDIT:** The contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

4. **PRICE ADJUSTMENT FOR EXCESS MOISTURE OR TRASH:** Should any load of sawdust contain moisture in excess of 50% or trash in excess of 1%, by weight, the University 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 University reserves the right to cancel any resulting contract for poor material.

5. **AUTHORIZED USERS:** Longwood University is issuing this solicitation in cooperation with other agencies and institutions. Requirements of Longwood University estimated usage is shown within this solicitation.

6. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

7. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.

8. **CANCELLATION OF CONTRACT:** Longwood University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding
orders issued prior to the effective date of cancellation.

9. **RENEWAL OF CONTRACT:** This contract may be renewed by Longwood University upon written agreement of both parties for 2 (two year)/(3 consecutive one year periods) under the terms of the current contract, and at a reasonable time 90 days prior to the expiration.

12. **PAYMENT OF INVOICE:** The good being provided will be checked against the above written specifications prior to payment of invoice. The Contractor awarded this solicitation must send complete invoice to: **LONGWOOD UNIVERSITY, Facilities Management, 201 HIGH STREET, FARMVILLE, VA 23909.**

13. **PROTECTION OF PERSONS AND PROPERTY:**
   
a. The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor’s operation in connection with the work.

b. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.

d. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner’s property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.

e. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the contractor on account of any emergency work shall be determined as provided by paragraph O, of the General Terms and Conditions.
### VII. PRICING SCHEDULE:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>WOOD PRODUCTS</th>
<th>Unit Price Per Ton</th>
<th>Available Trailer Loads per week(App)</th>
<th>Available Trailer Loads Per Year (App)</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>Sawdust, loaded in Commonwealth of Virginia Trailers, Commonwealth will deliver. (F.O.B. Shipping Point)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#2</td>
<td>Sawdust, including transportation to the heating plant, on the campus of Longwood University, or the sawdust storage facility (at the direction of the Fuel Manager) Farmville, Virginia. (F.O.B. Destination)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>#3</td>
<td>Wood chip, loaded in Commonwealth of Virginia Trailers, Commonwealth will deliver. (F.O.B. Shipping Point)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#4</td>
<td>Wood chip, including transportation to the heating plant, on the campus of Longwood University, or the sawdust storage facility (at the direction of the Fuel Manager) Farmville, Virginia. (F.O.B. Destination)</td>
<td></td>
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</tr>
<tr>
<td>#5</td>
<td>Mixed fuel, loaded in Commonwealth of Virginia Trailers, Commonwealth will deliver. (F.O.B. Shipping Point)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>#6</td>
<td>Mixed fuel, including transportation to the heating plant, on the campus of Longwood University, or the sawdust storage facility (at the direction of the Fuel Manager) Farmville, Virginia. (F.O.B. Destination)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please provide the following information:

- Hours available for pickup: Between _______am ________pm.
- Fuel available for weekend pick up? _____ Yes ______ No
- Do you accept Master Card credit card for payment? ______ Yes ______ No
- eVA membership is required for successful bidder.
- Are you currently an eVA member? _____ Yes ______ No