

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

CONTRACT RENEWAL
OPTIONAL USE

- 1. DATE August 7, 2009
- 2. COMMODITY NAME Calculators, Graphic, Advanced, and Accessories
- 3. CONTRACT NUMBER..... E194-211-10
- 4. CONTRACT PERIOD September 1, 2009 through August 31, 2010
- 5. SUPERSEDES E194-211-09
- 6. AUTHORIZED USERS State Agencies and Other Public Bodies
- 7. CONTRACTOR..... D & H Distributing Company
..... 2525 North Seventh Street
..... Harrisburg, PA 17110
..... Angela Rhoads (contact)
- 8. CONTRACTORS' PHONE NUMBER (800) 340-1006 (Ext. 7683) FAX (717) 255-6750
..... DUNS # 00-791-1209 / E-mail: ARhoads@dandh.com
- 9. TERMS..... Net 30 days - No credit card purchases
- 10. DELIVERY 10 Calendar Days ARO
- 11. F.O.B..... Destination
- 12. MINIMUM ORDER..... One (1) Unit
- 13. FOR FURTHER CONTRACT INFORMATION CONTACT: Chris A. Nichols
Phone (804) 786-3849 / Fax (804) 786-0223
- 14. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.eva.virginia.gov
- 15. NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program. It is an OPTIONAL use contract for all public bodies.
- 16. **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: Chris A. Nichols
Statewide Commodity Contract Officer

INSTRUCTIONS

1. AGENCY 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 the agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor.

Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions of the Commonwealth of Virginia will order items/services through eVA or by issuing their own purchase order form.

2. 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.
3. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, institution Virginia city, county, town or political subdivision.
4. 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-41-024revised), by which to facilitate the notification of the contractor and this office of complaints, are available from the www.eva.virginia.gov website under the Buyer tab.
5. Renewals: There is (0) one year renewals remaining on this contract. The decision as to whether to resolicit the contract will be made by the contract officer approximately 90 days in advance of the expiration date to the current term.
6. Price Adjustments. 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.
7. WARRANTY: The Contractor shall provide a warranty for the entire system against defective materials, workmanship and performance for a period of **One (1) year** from the date of acceptance of the installation, excluding vandalism. Contractor hereby agrees to furnish, without cost to the Commonwealth of Virginia, all labor, materials and transportation both ways for replacement of all parts and materials which are found to be defective during the warranty period. Warranty response shall be made within **32** hours on Agency working days. Warranty repairs shall be made within **7** calendar days after notification by owner. Repair and replacement parts shall be readily available for at least **five (5)** years following acceptance of the equipment.
8. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, website 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.

9. eVA Business-To-Government Contracts and Orders: 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, website portal www.eva.virginia.gov , 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.

	September 1, 2009 through August 31, 2010	
Item	Description	Unit Price
	CALCULATORS, ADVANCED	
	NIGP Commodity Code # 60019	
40	GRAPHIC CALCULATOR - WITH LINK CABLE MFG.: TEXAS INS MODEL NO.: TI-83 PLUS	\$ <u>87.03</u> /EA.
60	GRAPHIC CALCULATOR SOFTWARE APPLICATION, FOR MODEL TI-83 PLUS & TI-84 PLUS MFG.: TEXAS INS MODEL NO.: CBL™2	\$ <u>145.07</u> /EA
70	GRAPHIC CALCULATOR - WITH LINK CABLE MFG.: TEXAS INS MODEL NO.: TI-84 PLUS	\$ <u>95.73</u> /EA.
80	GRAPHIC CALCULATOR MFG.: TEXAS INS MODEL NO.: TI-86	\$ <u>95.73</u> /EA.
100	COLOR GRAPHING CALCULATOR, WITH LINK CABLE, MFG.: CASIO MODEL NO.: CFX-9850G	\$ <u>62.50</u> /EA.
120	DATA ANALYSIS SYSTEM FOR MODEL CFX- 9850G MFG.: CASIO MODEL NO.: EA-100	\$ <u>208.35</u> /EA.
140	VIEW SCREEN FOR USE WITH AN OVERHEAD PROJECTOR FOR MODEL TI-83 PLUS & TI-84 PLUS MFG.: TEXAS INS MODEL NO.: VIEWSCREEN™PANEL 1	\$ <u>169.30</u> /EA.