

**COMMONWEALTH OF VIRGINIA**  
**DIVISION OF PURCHASES AND SUPPLY**  
1111 E. BROAD STREET, P. O. BOX 1199  
RICHMOND, VIRGINIA 23219-1199

**NOTICE OF CONTRACT RENEWAL**  
*(All changes are notated in Red)*

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**Contract Number:** **E194-43691** (replaces E194-794-10VP)

SCIENTIFIC CALCULATORS-SCHOOL      NIGP Code: 60017  
EDITION Texas Instruments, Sharp & Casio  
Scientific Calculators.

Effective Begin Date: **1/1/2013**

Expiration Date: **12/31/2013**

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**VENDOR INFORMATION:**

**eVA Vendor ID#:** C4711

D&H DISTRIBUTING COMPANY  
2525 North Seventh Street  
Harrisburg, PA 17110

Contact Name: Angela Rhoads  
Contact Phone: 800-340-1006 ext:7683  
Contact Fax: (717) 255-6750  
Contact Email: arhoads@dandh.com

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**DPS Statewide Contracting Officer:**

Kim Hatala, CPPB, VCO

Phone: 804-786-3849

Email: Kim.Hatala@dgs.virginia.gov

Fax: 804-786-0223

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**Renewal Periods**

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Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date
1	1	Years	1/1/2013	12/31/2013
2	1	Years	1/1/2014	12/31/2014

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**Authorized Departments:**

All Agencies, Institutions, and other Public Bodies

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**Estimated Delivery:** Texas Instrument-five (5) days ARO; Sharp and Casio 15 days ARO  
FOB Destination-Freight Prepaid

**Shipping:** For orders of 10 or fewer units Vendor may PrePay and Add Freight to Invoice

**Ship to:** Per purchase order instructions.

**Warranty:** One year manufacturer's warranty

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## Lines

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Line: 1	Description: Texas Instruments Calculator TI 30XASEVA School Edition
Unit: each	
Unit Price: \$ 7.30	Unit price for 5,000 units

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Line: 2	Description: Texas Instruments Calculator TI 30XASEVA School Edition
Unit: each	
Unit Price: \$ 7.30	Unit price for 1,000 units

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Line: 3	Description: Texas Instruments Calculator TI 30XASEVA School Edition
Unit: each	
Unit Price: \$ 7.36	Unit price for 500 units

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Line: 4	Description: Texas Instruments Calculator TI 30XASEVA School Edition
Unit: each	
Unit Price: \$ 7.50	Unit price for 100 units

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Line: 5	Description: Texas Instruments Calculator TI 30XASEVA School Edition
Unit: each	
Unit Price: \$ 7.70	Unit price for 50 units

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Line: 6	Description: Texas Instruments Calculator TI 30XASEVA School Edition
Unit: each	
Unit Price: \$ 7.95	Unit price for 10 units

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Line: 7	Description: Sharp Calculator EL501WBBK School Edition
Unit: each	
Unit Price: \$ 4.81	Unit price for 5,000 units

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Line: 8	Description: Sharp Calculator EL501WBBK School Edition
Unit: each	
Unit Price: \$ 4.81	Unit price for 1,000

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Line: 9	Description: Sharp Calculator EL501 WBBK School Edition
Unit: each	Unit price for 500 units
Unit Price: \$ 4.81	
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Line: 10	Description: Sharp Calculator EL501WBBK School Edition
Unit: each	
Unit Price: \$ 4.95	Unit price for 100 units
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Line: 11	Description: Sharp Calculator EL501WBBK School Edition
Unit: each	
Unit Price: \$ 4.95	Unit price for 50 units
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Line: 12	Description: Sharp Calculator EL501WBBK School Edition
Unit: each	
Unit Price: \$ 4.95	Unit price for 10 units
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Line: 13	Description: Casio Calculator FX-260SLRSCHL School Version
Unit: each	
Unit Price: \$ 6.95	Unit price for 10 units
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Line: 14	Description: Casio Calculator FX-260SLRSCHL School Version.
Unit: each	
Unit Price: \$ 6.95	Unit price for 100 units
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Line: 15	Description: Casio Calculator FX-260SLRSCHL School Version.
Unit: each	
Unit Price: \$ 6.59	Unit price for 500 units
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Line: 16	Description: Casio Calculator FX-260SLRSCHL School Version
Unit: each	
Unit Price: \$ 6.59	Unit price for 1,000 units
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**VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."

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**E194-43691 SPECIAL TERMS AND CONDITIONS** *(Contact the Contract Officer for a full list of solicitation and award contract terms and conditions)*

1. **COMMODITY INFORMATION:** - Contract prices are based on the Quantity Ordered
2. **CONTRACT NUMBER:** The applicable **contract number (E194-43691) must be shown** on each purchase order.
3. **INSPECTION** on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
4. **COMPLAINTS:** 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. Procurement Complaint Form (DGS-41-024 rev. 06/2008), by which to facilitate the notification of the contractor and this office of complaints, is available from the website [www.eva.virginia.gov](http://www.eva.virginia.gov) at the Buyer link.
5. **RETURNS:** Any materials delivered in poor condition or in excess of the amount authorized by the purchase order may, at the discretion of the Contract Users, be returned to the Contractor at the Contractor's expense within 30 days. Credit for returned goods shall be made immediately once contractor receives returned goods. Contractor(s) shall not charge Contract Users for returns in the event that an incorrect item and/or quantity was shipped by the Contractor.
6. **ORDER PLACEMENT/METHOD:** **Unless exempted by DPS, all** Purchase Orders shall 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.
7. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for **one (1)** successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
8. **PRICE ADJUSTMENTS:** During the current term of the contract price escalation may be permitted for changes in the contractor's cost of materials and other market factors that may affect cost. **IMPORTANT!** All price increases must be approved by the contract officer. Notice of Contract Change will be posted to eVA website from this office as official notification of such changes, if approved.

**The following Special Term and Condition is hereby deleted with the Renewal:**

**"REPORTS/SURCHARGE ADJUSTMENT FEE (SCA)":**

**The following Special Term and Condition is hereby updated with the Renewal:**

59. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in (\_\_\_\_\_) purchase order(s) 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 thru June 30, 2011, 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.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- d. For orders issued July 1, 2013, 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 specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://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](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).

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**The following Special Terms and Conditions are hereby added with the Renewal:**

**62. CONTINUITY OF SERVICES:**

- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
  - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

**63. PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

**64. 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.

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**The following General Term and Condition is hereby updated with the Renewal:**

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website 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 procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor *registration and registration-renewal fees* have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: 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: 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.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- 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 thru June 30, 2011, 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.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 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 specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

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**The following General Term and Condition is hereby added with the Renewal:**

- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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**End**

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