

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

NOTICE OF CONTRACT AWARD

Optional Use

Contract Number: E194-827-VP

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

Title: Calculators, Graphing

Contract Begin Date: 9/01/2010

Contract Expiration Date: 8/31/2013

Description: Calculators, Graphing-Advanced School Edition

Contractor:

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

Contact Name: Angela Rhoads

Contact Phone: (800) 340-1006 Ext. 7683

Fax Number: (717) 255-6750

Contact Email: arhoads@dandh.com

Contract Officer: Chris A Nichols CPPB, VCO

Phone: 804-786-3849

Email: chris.nichols@dgs.virginia.gov

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

Authorized Users: This contract is the result of a competitive bid program. It is an optional use contract for Commonwealth Agencies and all other Commonwealth of Virginia Public Bodies.

Renewal Periods

| Line Number | Renewal Period Length | Renewal Period Unit | Effective Date | Expiration Date |
|-------------|-----------------------|---------------------|----------------|-----------------|
| 1 | 1 | Years | 9/1/2013 | 8/31/2014 |
| 2 | 1 | Years | 9/1/2014 | 8/31/2015 |

Line: 1

NIGP Code: 60019

Description: TISMARTVIEW emulator

Product/Category: SOFTWARE

Unit Price: \$127.28

Line: 2

NIGP Code: 60019

Description: TI82VSH

Product/Category: VIEWSCREEN PANEL

Unit Price: \$172.21

Line: 3

NIGP Code: 60019

Description: TI83Plus

Product/Category: GRAPHING
CALCULATOR

Unit Price: \$88.57

Line: 4

NIGP Code: 60019

Description: TI83PLUSTK (package of 10)

Product/Category: GRAPHING
CALCULATOR

Unit Price: \$885.70

Line: 5

NIGP Code: 60019

Description: TI 84PLUS

Product/Category: GRAPHING
CALCULATOR

Unit Price: \$97.42

Line: 6

NIGP Code: 60019

Description: TI84PLUSTKYEL (10/package)

Product/Category: GRAPHING
CALCULATOR

Unit Price: \$974.20

Line: 7

NIGP Code: 60019

Description: TI73 Explorer – calculators

Product/Category: GRAPHING
CALCULATOR

Unit Price: \$59.05

Line: 8

NIGP Code: 60019

Description: TINSPIRETOUCHPAD

Product/Category: GRAPHING
CALCULATOR

Unit Price: \$116.13

Line: 9

NIGP Code: 60019

Description: TICBL2 Software application

Product/Category: DATA COLLECTION

Unit Price: \$147.62

Line: 10

NIGP Code: 60019

Description: Casio FA9860AV20 FX-Manager

Product/Category: SOFTWARE

Unit Price: \$53.75

Line: 11

NIGP Code: 60019

Description: Casio FX9750GIIIH

Product/Category: GRAPHING
CALCULATOR

Unit Price: \$44.70

Line: 12

NIGP Code: 60019

Description: Casio FX9860GIIIIH

Product/Category: GRAPHING
CALCULATOR

Unit Price: \$68.10

Terms And Conditions

1. **INSPECTION** on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
2. **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 at the Buyer link.
3. **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.

4. **ORDER PLACEMENT/METHOD:** To the maximum extent possible, 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.
5. **DELIVERY SERVICE:** Delivery of all requested contract items shall be made within (5) five calendar days after receipt of purchase order. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.
6. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for two (2) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
7. **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. This office will post official Notice of Contract Change with the contract, if approved.
8. **WARRANTY:** D&H Distributing Company offers a standard 1-year manufacturer's warranty on all calculators with a D&H invoice or packing list number. Please note that this warranty applies only to manufacturer's defects and does not cover damage from student abuse. D&H does not repair defective products and does not have the ability to offer replacements on calculators after the manufacturer has discontinued them. In cases where the product is discontinued and still under warranty, D&H will offer a credit to the customer upon receipt of the defective product.

D&H will replace any defective product under warranty and will pay the freight charges on the replacement product to the customer. The customer is responsible for freight on returning the defective product to D&H. If a product becomes defective within the warranty period please call (800) 340-1006 with your invoice or packing list number and a customer support specialist will assist you. (An invoice or packing list acts as proof of purchase and is required in order to process a return.) A representative will then fax you a return authorization form with a return information label. This return label must be affixed to the outside of each carton that you are returning. The top portion of the form should be included in the box with the defective product. D&H's return warehouse will not accept products shipped back without a return authorization number. A 10% restocking fee will be applied when a new/opened product is returned and not accompanied by an offsetting order.