

\*If purchasing dry gas from Draeger, purchase 260.5 ppm to handle the fuel cell offset as Draeger handles this in their product internally.

---

**Contract - E194 - 477**

---

Document Id: 477 Title: 68024-EMP  
Print Date: 8/23/2011  
Procurement Folder: 20415 Procurement Type: Complex IFB  
Effective Begin Date: 10/1/2011 Expiration Date: 9/30/2012  
Created By: sa Modified By: sa  
Created On: 2009-09-18 Modified On: 2009-09-18  
Contact Information: Lucinda A. Garwood Phone: (804) 786-5412  
Email: Lucinda.Garwood@dgs.virginia.gov

---

**Vendor**

---

Legal Name: Draeger Safety Diagnostics, Inc. Contact Name: \* Draeger Safety, Inc.  
Location Legal Name: DRAEGER SA-001 Contact Email: MARY.MEYER@DRAEGER.COM  
Contact Phone: 972-929-1100 X125 Vendor Type: Primary  
Contract Number: E194 - 477

\*If purchasing dry gas from Draeger, purchase 260.5 ppm to handle the fuel cell offset as Draeger handles this in their product internally.

---

**Authorized Departments**

---

Line Number	Department	Spending Limit	No Limit	Active	Exclude this Dept.	Ordered Amount	Attachments(Name - Desc)
1	ALL	\$0.00	Yes	Yes	No	\$0.00	

---

**Lines**

---

**Line: 1**Line Type: **Item**NIGP Code: **68024**

Description: **ALCOTEST 6510 Draeger Safety Diagnostics, complete kit with Software, Mouthpieces, AA Batteries, Operating Card, Plastic Carrying Case. Extra Mouthpieces Pack of 100 Part number# 68-10-690, Price \$15.00, Dry Gas Ethanol Cylinder , 34 Liter, PN# 4401023 Price \$75.00, Dry Gas Ethanol Cylinders, 105 Liter, PN# 1026, Price \$105.00, Dry Gas Regulator (12L/min) Includes Seal Pin, PN#: 6809263, Price \$105.00, Dry Gas Regulator Adapter Kit PN#: 4416830, Price \$0.00 (included with Part No. 6809263).**

Quantity: **1**Unit: **each**Unit Price: **\$382.00000**Line Total: **\$382.00**Estimated Delivery Days: **10 ARO**Free On Board Name: **FOB Destination-Freight Prepaid**Shipping Location: **Per instructions of ordering Agency**Billing Location: **Per instructions of ordering Agency**Part Number: **4416830****WARRANTY: 1 YEAR PARTS & LABOR FROM DATE OF DELIVERY PER SECTION: SPC, WARRANTY****Line: 2**Line Type: **Item**NIGP Code: **68024**

Description: **ALCOTEST 6810 Draeger Safety Diagnostics, includes the Case, 3 Mouthpieces, a Lanyard Strap, and plastic coated instruction card and two (2) AA batteries. Holds 250 tests in addressable memory and can print to the optional Alcotest 6810 optical download printer as an option. Call for details Part #4415525.**

Quantity: **1**Unit: **each**Unit Price: **\$695.00000**Line Total: **\$695.00**Estimated Delivery Days: **10 ARO**Free On Board Name: **FOB Destination-Freight Prepaid**Shipping Location: **Per instructions of ordering Agency**Billing Location: **Per instructions of ordering Agency****WARRANTY: 1 YEAR PARTS & LABOR FROM DATE OF DELIVERY PER SECTION: SPC, WARRANTY** Part Number: **4415525**

**Line: 3**

Line Type: **Item**

NIGP Code: **68024**

Description: **ALCOTEST 6810  
Optical/Mobile Download Printer, includes  
four (4) AA batteries, 2 rolls of Thermal  
Printer Paper and Instructions Part  
#4415526.**

Quantity: **1**

Unit: **each**

Unit Price: **\$595.00000**

Line Total: **\$595.00**

Estimated Delivery Days: **10 ARO**

Free On Board Name: **FOB Destination-  
Freight Prepaid**

Shipping Location: **Per instructions of  
ordering Agency**

Billing Location: **Per instructions of  
ordering Agency**

**WARRANTY: 1 YEAR PARTS & LABOR Part Number: 4415526  
FROM DATE OF DELIVERY PER  
SECTION: SPC, WARRANTY**

**Line: 4**

Line Type: **Item**

NIGP Code: **68024**

Description: **Mouthpieces: (Same as for the  
6510), Extra Mouthpieces, Pack of 100 Part  
#6810690.**

Quantity: **1**

Unit: **each**

Unit Price: **\$16.00000**

Line Total: **\$16.00**

Estimated Delivery Days: **10 ARO**

Free On Board Name: **FOB Destination-  
Freight Prepaid**

Shipping Location: **Per instructions of  
ordering Agency**

Billing Location: **Per instructions of  
ordering Agency**

**WARRANTY: 1 YEAR PARTS & LABOR Part Number: 6810690  
FROM DATE OF DELIVERY PER  
SECTION: SPC, WARRANTY**

**Line: 5**

Line Type: **Item**

NIGP Code: **68024**

Description: **AlcoVIEW software and Interconnect Cable Kit: Data Communications to facilitate direct programming of instrument features, download of test data and printing through a laptop or PC Part #4413006.**

Quantity: **1**

Unit: **each**

Unit Price: **\$199.00000**

Line Total: **\$199.00**

Estimated Delivery Days: **10 ARO**

Free On Board Name: **FOB Destination-Freight Prepaid**

Shipping Location: **Per instructions of ordering Agency**

Billing Location: **Per instructions of ordering Agency**

WARRANTY: **1 YEAR PARTS & LABOR FROM DATE OF DELIVERY PER SECTION: SPC, WARRANTY** Part Number: **4413006**

---

**Renewal Periods**

---

<b>Line Number</b>	<b>Renewal Period Length</b>	<b>Renewal Period Unit</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Notification Days (Prior to Expiration)</b>	<b>Attachments(Name - Desc)</b>
<b>3</b>	<b>1</b>	<b>Years</b>	<b>10/1/2011</b>	<b>09/30/2012</b>	<b>90</b>	

---

## **Terms And Conditions**

---

### **Section SPC**

#### **MAINTENANCE MANUALS**

**MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

#### **PRICE ESCALATION (1 of 2)**

**PRICE ESCALATION/DE-ESCALATION (part 1 of 2):** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the : BLS . No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. (continued in part 2)

#### **PRICE ESCALATION (2 of 2)**

**PRICE ESCALATION/DE-ESCALATION (part 2 of 2):** The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

#### **QUANTITIES**

**QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

#### **RENEWAL OF CONTRACT**

**RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for (FOUR) successive one year periods) under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given

approximately 90 days prior to the expiration date of each contract period. 1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the \_\_\_\_\_ category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the \_\_\_\_\_ category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

## **WARRANTY**

**WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of "ONE YEAR", following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

## **CHARGE CARD REQUIREMENTS**

**Mandatory Acceptance of Small Purchase Charge Card:** Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is mandatory (unless waived by DPS) within 90 days of contract award. For current contracts where acceptance of the purchasing card is not in effect, Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal. Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at

## **CHARGE CARD CONTINUED**

Level 2, which is mandatory or Level 3 which is optional. Information on the various levels for the GE MasterCard is indicated below. Charge Card Levels: The amount of data passed for each charge card payment depends on the level at which the charge card

is established. The levels are delineated below and the preferred level by the Commonwealth is level 2. Level 1 vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing “Basic Data”, the vendor has a standard interchange cost. • Supplier Name • Merchant Category Code • Date • Total Purchase Amount Level 2 vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is mandatory for any vendors who do business with the Commonwealth of Virginia and accept GE MasterCard. • Customer Code (PCO Number from eVA) • Vendor Tax ID Level 3 vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (which is optional) data which is considered Superior data, the vendor will receive the lowest interchange costs. • Item Description • Item Quantity • Item Unit of Measure • Product Code • Freight Amount • Extended line Item Amount