
Contract - E194 - 499

Document Id: 499 Title: 68024-EMP
Print Date: 4/09/2011
Procurement Folder: 20415 Procurement Type: Complex IFB
Effective Begin Date: 10/1/2011 Expiration Date: 9/30/2013
Minimum Order Amount: \$0.00 Maximum Order Amount: \$0.00
Description: Breath Testing Analyzers
Contact Information: Lucinda A. Garwood Phone: (804) 786-5412
Email: Lucinda.Garwood@dgs.virginia.gov

Vendor

Legal Name: CMI INC Contact Name: Susan Yewell
Location Legal Name: CMI INC-001 Contact Email: sgyewell@alcoholtest.com
Contact Phone: (270) 685-6652 Vendor Type: Primary
Contract Number: E194 - 499

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

Description: **CMI SD 2 ,Lyon Laboratories (to Include 25 Mouthpieces) Price \$299.00 Mouthpieces, Intoxilizer S-D2/S-D5 Part Number# 015030, 250 Each Per Bag, Individually Wrapped, Price \$37.50 per bag Dry Gas Cylinder (.080), Part Number # 340129, Price \$142.95 Regulator, Part Number # 012148, Price \$105.00 Intoxilyzer 5000 Mouthpieces, Part Number # 015007, 100 Per Box Individually Wrapped, Price per box \$26.40**

Quantity: **1**Unit: **each**Unit Price: **\$299.00**Line Total: **\$299.00**Estimated Delivery Days: **10 ARO**Free On Board Name: **FOB Destination-Freight Prepaid**Shipping Instructions: **Per specifications from ordering Agency or Department**Billing Instructions: **Per specifications from ordering Agency or Department**Details: **S-D2 KIT INCLUDES 25 MOUTHPIECES**Model: **INTOXILYZER S-D2**

Line: 2Line Type: **Item**NIGP Code: **68024**

Description: **CMI SD 5, Lyon Laboratories.(To Include 5 Mouthpieces) Price \$325.00 Mouthpieces, Intoxilizer S-D2/S-D5 Part Number# 015030, 250 Each Per Bag, Individually Wrapped, Price \$37.50 per bag Dry Gas Cylinder (.080), Part Number # 340129, Price \$142.95 Regulator, Part Number # 012148, Price \$105.00 Intoxilyzer 5000 Mouthpieces, Part Number # 015007, 100 Per Box Individually Wrapped, Price per box \$26.40**

Quantity: **1**Unit: **each**Unit Price: **\$325.00000**Line Total: **\$325.00000**Estimated Delivery Days: **10 Days ARO**Free On Board Name: **FOB Destination-Freight Prepaid**Shipping Instructions: **Per specifications of ordering Agency or Locality**Billing Instructions: **Per specifications of ordering Agency or Locality**DETAILS: **1-400 KIT INCLUDES 5 MOUTHPIECES**Details: **S-D5 KIT INCLUDES 5 MOUTHPIECES**

Line: 3Line Type: **Item**NIGP Code: **68024**Description: **INTOXILYZER 400PA, CMI, (Includes 5 Mouthpieces) Price \$629.00. Intoxilyzer 400 Mouthpieces, Part Number# 015057, 25 Per Bag, Price \$50.00 Dry Gas Cylinder (.080), Part Number # 340129, Price \$142.95 Regulator, Part Number # 012148, Price \$105.00**Quantity: **1**Unit: **each**Unit Price: **\$629.00000**Line Total: **\$629.00000**Estimated Delivery Days: **10 Days ARO**Free On Board Name: **FOB Destination-Freight Prepaid**Shipping Instructions: **Per direction from Ordering Agencies or Localities.**Billing Instructions: **Per direction from Ordering Agencies or Localities.**Model: **INTOXILYZER 400PA**Part Number: **000443K1**Details: **I-400 KIT INCLUDES 5 MOUTHPIECES**

Renewal Periods

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)	Attachments(Name - Desc)
3	1	Years	10/1/2010	9/30/2011	90	

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