



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

Procurement Folder: 91723

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: INTOXIMETERS INC

Alias/DBA:

Total Bid: \$205,450.00

Response Date:

Response Time:

SO Doc Code: CRFQ

SO Dept: 0612

SO Doc ID: DPS1500000026

Published Date: 5/19/15

Close Date: 5/26/15

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 91723

Solicitation Description : Addendum No. 1 - Breath Testing Instruments and accessories

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-05-26 13:30:00	SR 0612 ESR05211500000003956	1

VENDOR

000000186395
 INTOXIMETERS INC

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature X FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Ethanol breathalyzer	25.00000	EA	\$7,495.00	\$187,375.00

Comm Code	Manufacturer	Specification	Model #
41116211			

Extended Description : Addendum No. 1 - Responses to vendor questions attached. The bid opening remains on 05/26/2015 at 1:30 pm. See attached pages.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Ethanol	180.00000	EA	\$69.00	\$12,420.00

Comm Code	Manufacturer	Specification	Model #
15101511			

Extended Description : 3.1.2 - Contract Item #2 - Dry Gas Refills, Intoximeter #22-9906-00 or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Mouthpieces	12000.00000	EA	\$0.18	\$2,160.00

Comm Code	Manufacturer	Specification	Model #
60131509			

Extended Description : 3.1.3 - Contract Item #3 - Mouthpieces - Must be compatible with Intoximeter EC/IR II or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Printer or copier paper	150.00000	ROLL	\$3.30	\$495.00

Comm Code	Manufacturer	Specification	Model #
14111507			

Extended Description : Unit of measure changed from EACH to ROLL by Addendum No. 1
 3.1.4 - Contract Item #4 - Printer Paper - Must be compatible with Intoximeter EC/IR II or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Education and Training Services	6.00000	EA	\$500.00	\$3,000.00

Comm Code	Manufacturer	Specification	Model #
86000000			

Extended Description :	3.1.5 Contract Item #5 - Training for additional personnel at a later date to be paid by the WV State Police. 40 hour course
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STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Intoximeters, Inc.

Authorized Signature: [Signature] Date: May 26, 2015

State of Missouri

County of St. Louis, to-wit:

Taken, subscribed, and sworn to before me this 26 day of May, 20 15.

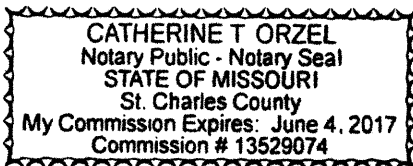
My Commission expires 6/4/2017, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

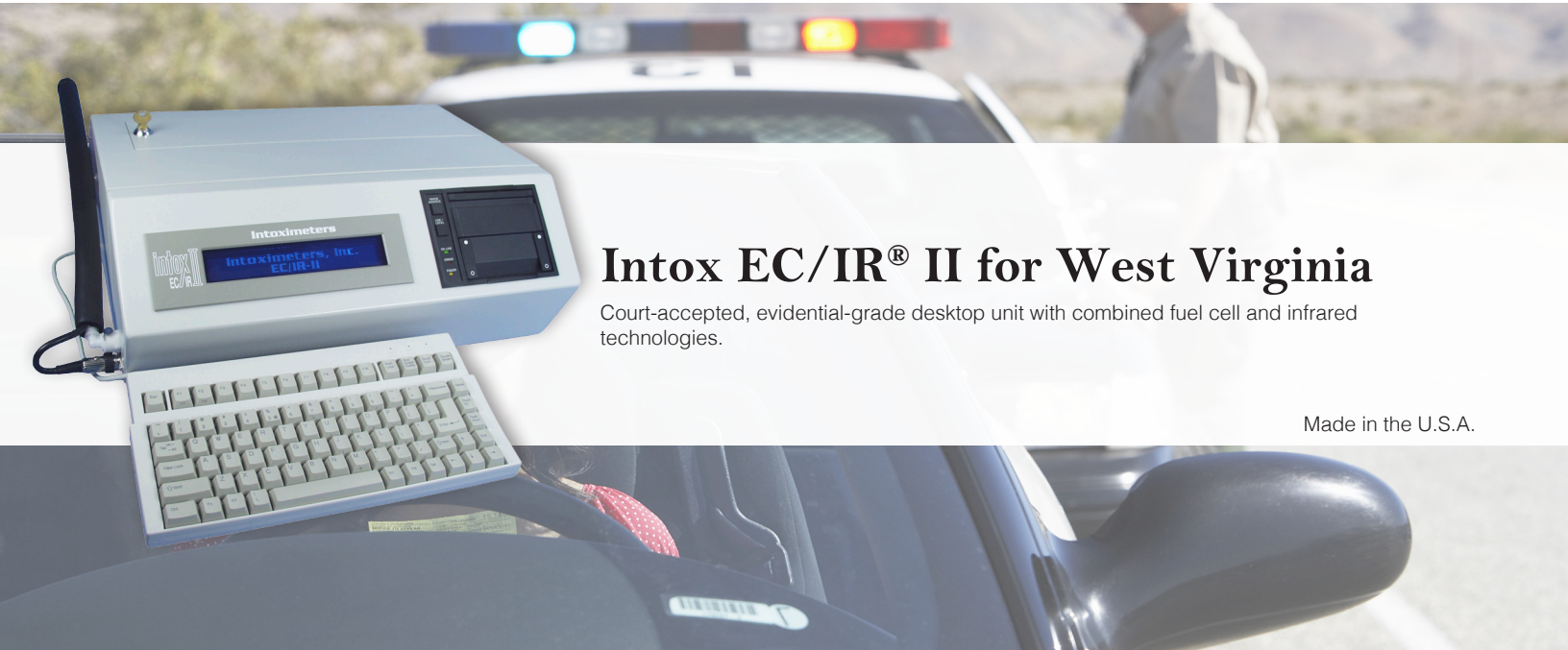
Catherine J Orzel

Purchasing Affidavit (Revised 07/01/2012)



Intoximeters

Experience • Service • Integrity



Intox EC/IR® II for West Virginia

Court-accepted, evidential-grade desktop unit with combined fuel cell and infrared technologies.

Made in the U.S.A.

Intoximeters' instruments have been proven time and time again to be the most accurate on the market. We have led the breath alcohol testing industry for over 60 years.

The Intox EC/IR II utilizes advantages of both the highly specific and best-in-class electrochemical sensor (EC) fuel cell technology and the real time analysis of infrared sensor (IR) technology. Designed for use in-station, the instrument's stationary setup allows for interface with a central host computer, and allows a central location to monitor the instrument and upload test data remotely.

The Intox EC/IR II features:

- Best-in-class electrochemical based sensing technology with Intoximeters long-life fuel cells
- Easy-to-read, two-line vacuum fluorescent display
- Highly reliable and modular instrument design, with minimal downtime, maintenance or on-going costs
- Smallest internal dead space volume compared to other instruments employing infrared based analytics
- Provides least physical filtering of the provided sample, resulting in better real time analysis of the sample
- Reduces standard gas consumption per test
- Data protection and software integrity are confirmed by multiple 32-bit CRC (cyclical redundancy check) settings
- Advanced techniques for radio frequency immunity and detection, combined with patented self-diagnostic routines, ensure that the instrument meets operational requirements of your program

Applications include Municipal Police, County Police, State Police, Highway Patrol, Campus Police, Harbor Police, Military Police, Park Police and Boating Enforcement.

Intoximeters

Certifications • Approvals

- NHTSA (US DOT) approved for evidential use
- Inquire for full list of international approvals

Sensor

The genuine Intoximeters electrochemical fuel cell sensor generates an electronic response that is proportional to the Breath Alcohol Concentration in the provided breath sample. The fuel cell sensor is specific for alcohol in the human breath and does not respond to acetone or other substances that can be found in human breath.

The infrared system utilizes a dual wavelength, multi-filter detection system to measure alcohol and carbon dioxide levels from a human breath sample in "near real time."

Accuracy and Precision

- Designed to meet the federal model specifications for traffic enforcement and DOT breath alcohol testing
- Designed to meet accuracy and precision requirements of OIML R-126

Range of Sensor

Standard range of detection is .000 - .440 BrAC with other ranges available

Response Time

Produces results quickly on both positive and negative samples

Sampling System

- Offers both automatic and manual sampling
- Features a heated breath tube with external connections

Sample Type Capability

Direct breath

Calibration • Accuracy Checks

Allows for both dry gas and wet bath accuracy checks and calibrations

Display

- High visibility
- 256 x 32 pixel graphic vacuum fluorescent display

Keyboard

Standard PC AT compatible

Printer

- Offered with an internal, high-quality thermal printer
- Capable of printing to a variety of external printers

Environmental

Operates over a wide ambient temperature range

CE Mark

CE Mark compliant for EMC compatibility for emissions and immunity

Mouthpieces

One-way check valve mouthpiece that eliminates the possibility of suck back during sample capture

Power Supply • Capacity

- 90-270 VAC, 50/60 Hz, approximately 70 watts, 11-16 volts
- DC operation with optional inverter

Physical Characteristics

- 180 mm x 476 mm x 368 mm
- 7.0 kg

Intox EC/IR® II

Court-accepted, evidential-grade desktop unit with combined fuel cell and infrared technologies



Case Construction

Constructed of aluminum

Memory

1.54 Mbytes/4,000+ tests, depending on software and data collection

I/O

- Two (2) RS-232 serial communication ports
- One (1) parallel port
- Modem (optional built-in)
- Serial Ethernet adapter (optional)
- Enhancement module (provides multiple USB ports)

Optional Accessories and Software

- IntoxNet software (cable required)
- Barcode reader
- Magstripe reader



SOLICITATION NUMBER: CRFQ – DPS1500000026
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DPS1500000026 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. Responses to vendor questions attached.
2. The bid opening remains on 05/26/2015 at 1:30 pm.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A
ADDENDUM NO. 1 – CRFQ - DPS150000026

QUESTIONS:

- Q1: If the bidder chooses to submit a bid package via courier, how many convenience copies are required?
- A1: The convenience copy reference in Section 6 of the Instructions to Vendors only applies to Request for Proposals (CRFP). This solicitation is considered a Request for Quotation or CRFQ. Only one copy of your bid either electronic or paper is required. Please read Section 6 in its entirety for more detailed instruction on bid submission.
- Q2: Will instruments currently on the National Highway Traffic Safety Administration (NHTSA) Conforming Products List but not on the West Virginia Bureau of Public Health List be evaluated for inclusion on the State's list?
- A2: The Intoximeter EC/IR II is the one the WV Bureau of Public Health lists. The EC/IR II meets the requirement. Anything else would have to be approved by the WV Bureau of Public Health.
- Q3: Will the State of West Virginia be picking up the travel and living expense for all their students attending the 40 hour factory training course held by the successful bidder?
- A3: Yes, the State will pay for travel and living expenses for students attending factory training.
- Q4: Is it correct that a parts list, authorization to copy materials, all manuals and instrument documentation regarding operation, service and repair are to be submitted after bid award?
- A4: The parts list and manuals would only need to be submitted after the bid is awarded and only by the successful vendor.
- Q5: After the bid award, how many manual copies (Maintenance, technical, operating etc) must be provided at no cost to the West Virginia State Police?
- A5: The number of copies of manuals would be the number of people who attend the training.

- Q6: Line 3.1.1 Contract Item #1 specifies that “Evidential Breath Alcohol Testing Instrument equipped with ethanol dry gas standards.” Does this mean that a dry gas standard must be SHIPPED with every instrument, or is it asking if the instrument has the capability of internally storing a dry gas standard container? Can you please clarify this statement?
- A6: There would be one gas cylinder for each new instrument. If we bought 150 instruments, we would want 150 dry gas cylinders.
- Q7: Line 4 Printer or Copier Paper – The line calls for a quantity of 150. Can you please clarify the unit of measure? Is it 150 ROLLS of paper for an internal printer or 150 SHEETS or PACKS of paper for an external printer?
- A7: 150 ROLLS of paper for the internal printer. Each instrument should come with paper in the internal printer. The unit of measure on Commodity Line No. 4 has been changed from EACH to ROLL.
- Q8: Documentation of Printed Materials – It is requested that “vendor shall provide authorization to copy material from the instrument operating and technical manuals for use in training classes.”

We typically do not give out such authorization on copyrighted materials, and in fact, we find that most customers do NOT want to be given this authorization since such information can be requested from the defense. Would the State be open to an alternate arrangement in which we simply provide a specified number of copies of our manuals?

- A8: We have asked for a copy of the manual for each person attending the training. We asked permission to use/copy their material (in the past) to make our own training material that we use to train police officers as operators.

Other Information:

1. The bid opening remains on 05/26/2015 at 1:30 pm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DPS150000026

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Intoximeters, Inc.

Company



Authorized Signature

5/22/2015

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Intoximeters

Experience • Service • Integrity

Ms. Tara Lyle
Department of Administration
Purchasing Division
2019 Washington St. E
Charleston, WV, 25305

Dear Ms. Lyle,

Intoximeters® Inc. is pleased to provide this Quotation in response to CRFQ-DPS1500000026- Breath Testing Instruments and Accessories. We have read the RFQ in its entirety and understand and agree to meet all specifications and terms.

Intoximeters Inc., is a privately-held corporation headquartered in St. Louis, Missouri. We develop, manufacture and market a full line of breath alcohol testing instruments. For over 75 years, Intoximeters, Inc. has continuously been in the forefront of technological advances in the ever evolving field of evidential Alcohol Breath Testing. Through each successive generation of alcohol breath testing instrument design, we have improved accuracy, simplified the testing procedure - for both the subject and the operator - and reduced the possibility of influence on the test result by external factors - both environmental and human.

Given the company history, expertise in the field, and familiarity with the State of West Virginia, we truly believe that Intoximeters Inc. offers the best value in satisfying the requirements of this RFQ.

We look forward to any questions and to being considered for award.

Sincerely,



Christopher H. Dalton
President, Intoximeters, Inc.

108 Liter Dry Gas Refill Program

The 108 Liter Dry Gas Standard offered by Intoximeters is supplied in an aluminum cylinder that is rated to allow refilling for a period of five years from the original cylinder manufacture date. This date is stamped into the side of the cylinder (see photo at right; i.e. date "01 08"). While Intoximeters believes that it is important to offer a service that promotes conservation through the reuse of the dry gas cylinders, there are limitations on the program due to hazardous shipping requirements and costs that may make the program too costly for some users. For those that cannot take advantage of the refill option, but still have an interest in conservation, the aluminum 108 liter cylinder and brass valve can be recycled at most local recycling centers or scrap metal dealers.



Prerequisites for the program

- The participant must have the capability to meet the federal shipping requirements to transport the dry gas cylinders, which are considered hazardous material. This normally requires that the participant have an in house HAZMAT certified shipping agent.
- The participant has signed a Refill Program agreement with Intoximeters.

How the program works

- Term of the contract will be for a defined period of time.
- Groups of cylinders in quantities of 30 will be accepted for refill.
- Only 108L aluminum cylinders sold by Intoximeters will be eligible for refill under this program.
- Original cylinders will be purchased by the Customer. The cylinders will be offered at a competitive price for the quantity of cylinders purchased.
- Shipping and taxes on the purchase of the original tanks will be added to the price of the cylinders.
- Pricing for Refills per year for lots of:
 - 30 or 60: \$79.00 each cylinder
 - 90 or 120: \$75.00 each
 - 150 or more: \$69.00 each (increments of 30)
- The ethanol mix concentration in the original cylinder will

be the same concentration offered for subsequent refill concentrations.

- Customer pays shipping costs for empty cylinders returned to Intoximeters.
- Intoximeters will return refilled cylinders by ground freight, prepaid by Intoximeters.

The original cylinders purchased by the customer must be new and will have, at minimum, a four year refill life (Intoximeters will make every effort to provide tanks with refill lives as close to five years as are available in our inventory at the time of order).

When cylinders are emptied, the empty cylinders are placed into the box from which the full cylinders were removed. Once there are a total of 30 eligible cylinders*, or any number of eligible cylinders that is equally divisible by 30, they can be returned to Intoximeters for refill. The returned boxes must include information or labeling instructing Intoximeters that the tanks are being returned for refill. Please do not write on the metal portion of the cylinder. Any cylinder returned for refill with writing on it will have to be scrapped without any further value to the refill program. The provided instructions should also describe who and where the billing for the refill should go and where the refilled tanks should be shipped.

The participant's HAZMAT shipper will choose the appropriate shipping method and return the tanks, properly labeled, to Intoximeters. Shipping costs for transportation of the tanks

Intoximeters

to Intoximeters will be borne by the participant. Insuring the shipment is the responsibility of the shipper.

Intoximeters will refill the cylinders and return them to the participant, ground freight prepaid by Intoximeters.

Refilled cylinders will leave Interferometer's dock no later than 21 business days from the date of receipt.

Potential issues:

- Cylinder damaged in transit - shipper's responsibility
- Leakage during transit - Intoximeters' responsibility
- Lost in Transit - Shipper's responsibility
- Writing on the cylinder - renders the cylinder useless and will not be refilled

Dry Gas Ethanol Standards for Intoximeters Instrumentation

Dry Gas Standards offered by Intoximeters provide a consistent and accurate method to verify the calibration or calibrate your Intoximeters breath alcohol testing instrument.

Ethanol Dry Gas concentrations listed below are offered in a Nitrogen Balance. Custom gas balances are available upon request.

For quality control purposes, each cylinder that is sold by Intoximeters is individually analyzed and the measured ethanol concentration and cylinder pressure are checked before being shipped to the end user.

Features of the Dry Gas Ethanol Standards offered by Intoximeters

- NHTSA and Intoximeters approved, and listed on NHTSA CPL for Calibrating Units

- Directly traceable to a NIST (National Institute of Standards and Technology) NTRM (NIST Traceable Reference Material)
- Certificate of Analysis for batch provided with each cylinder
- Individual cylinder certification is available upon request
- Guaranteed analytical accuracy from original manufacturer
- Long shelf life
- Offered in a variety of concentrations and a variety of cylinder sizes

Custom Cylinder Concentrations

We offer a wide range of custom ethanol nitrogen blends at competitive pricing. If you have a request for custom gas concentration, please contact Intoximeters Sales Support for more information about pricing and availability.

Shelf Life

The dry gas standards are guaranteed by the manufacturer to maintain their accuracy for two years from their original manufacture date. Intoximeters guarantees that products will be delivered with no less than an 18 month shelf life.

** Eligible cylinders are cylinders that:*

- Are 108 liter cylinders purchased from Intoximeters
- Are cylinders that have a manufacture date that is less than five years from the requested refill date
- Are cylinders that the customer wishes to have refilled with a gas that has like concentration as the gas in the original fill
- Are cylinders that are returned to Intoximeters in good working order.

Cylinder Volumes

108 Liter Cylinder

Weight

2.06 lbs

Cylinder Dimension

13.5" x 3.2"

List Price

\$149.00

Common Cylinder Concentrations designed for use with standard Alco-Sensor products, RBT IV's, Alcomonitor CC's, and ECIR instruments:

Nominal Value

.038 g/210L wet sample equivalent

.082 g/210L wet sample equivalent

.100 g/210L wet sample equivalent

PPM Ethanol

103.4 ppm

223.0 ppm

272.0 ppm

Guaranteed Accuracy

± 2% (of the nominal value)

± 2% (of the nominal value)

± 2% (of the nominal value)

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Intoximeters, Inc.

(Company)



Christopher H. Dalton, President,

(Authorized Signature) (Representative Name, Title)

314-429-4000 bids@intox.com 5/26/2015

(Phone Number) (Fax Number) (Date)