



Department of Health
Legal Counsel

September 14, 2011

David Sleigh, Esq.
Sleigh & Gary, PC
364 Railroad Street, Suite E
St. Johnsbury, VT 05819

Re: DataMaster DMT
Request for Proposals

Dear Attorney Sleigh:

In response to your request of August 30, 2011 for documents relating to the State's request for proposals for replacing the BAC Datamaster, enclosed please find documents responsive to your request. Please call if you have questions.

Sincerely,

A handwritten signature in cursive script that reads "Joyce A. Brabazon".

Joyce A. Brabazon
Paralegal

Office of the Attorney General
Department of Health

cc: Stuart Schurr, Esq. ✓

Enclosures

REQ # 03/20-19

FY 05

* Wait till I get results from
GASP presentation - may get better pricing
from vendor

Bob Dransbaugh - 463-7622

1/20/05 - Left Bob msg to call me.

NON Extended ^{cabinet} model
STANDARD cabinet

1/20 - per Bob, go ahead w/ sale source
contract.

Datamaster Dmt 3/4 - per cliff Broeder, he will be meeting
w/ Bob Dransbaugh in April to discuss new unit
wait till after that meeting to issue
sale source contract

11/7/05 - cliff Broeder has provided new unit to
Health for testing

Left msg w/ Bob Dransbaugh to contact me on
this.

11/15/05 - per Bob Dransbaugh, Health Dept. is
still testing new equipment. Bob will
contact me when testing is complete + they
are ready to proceed

Wortman, Linda

From: Wortman, Linda
Sent: Monday, May 22, 2006 2:44 PM
To: 'Williams, Dawn'
Subject: PO Notification

PO # 3420-9547 has been issued to National Patent Analytical Systems. against Req #... 65. The order is now ready to be approved, budget checked, dispatched and sent to the vendor.

Please call the Purchasing Agent if you have any questions in regard to this order.

Customer Satisfaction Survey: To help us understand how we can better serve you, we are interested in receiving your comments regarding the quality of service you received in you most recent interaction with the Department of Buildings & General Services (BGS). Please complete the on-line Customer Comment Form at http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

5/22/2006



State of Vermont
 Department of Health
 Central Office

Vendor: 0000011355
 National Patent Analytical Systems
 2090 Harrington Memorial Road
 PO Box 1435
 Mansfield OH 44901

PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, DELIVERY
 MEMORANDA, BILLS OF LADING, PACKAGES AND CORRESPONDENCE.

Purchase Order	Date	Revision	Page
03420-0000009547	05/18/2006		1
Payment Terms	Freight Terms	PO Status	
Net 30	Destination	OPEN	
Buyer: Smith, Steven			

Ship To: Department of Health
 State Laboratory
 195 Colchester Ave
 Burlington VT 05401

Bill To: Department of Health
 State Laboratory
 195 Colchester Ave
 Burlington VT 05401

Line-Schd	Description	Quantity	UOM	Unit Price	Extended Amt	Due Date
1 - 1 RFQ: 0000000033	EVIDENTIAL BREATH ALCOHOL TEST INSTRUMENTATION PER ATTACHED SPECIFICATIONS.	20.00	EA	6,450.00000	129,000.00	08/01/2006

QUOTING: MFR: NPAS

MODEL: DATAMASTER DMT - 8.4" DISPLAY

WARRANTY: ONE YEAR PARTS AND LABOR

DELIVERY: 90 DAYS ARO

Item Total 129,000.00

REQ S06-1342

This Purchase Order number MUST appear on all invoices, delivery memoranda, bills of lading, packages and correspondence.

Vermont State purchases are not subject to Federal or State sales or excise taxes, and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont Taxes which may be due as a result of this order.

PRICES: Unless otherwise stated on the face of the order, prices are net and no charge for packing, drayage or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.

SPECIFICATION CHANGE: Contractor will be notified in writing by the VT Purchasing and Contract Administration Division of any changes or variations in the specifications. Verbal instructions from any other source will not be considered.

LAWS: All contracts shall be in conformity with, and shall be governed by, the applicable laws of the State of Vermont.

SUBCONTRACTORS: Contractor shall not assign or subcontract the performance of his agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include with all subcontract agreements a VT Tax Certification.

DEFAULT: In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby.

SUBSTITUTION: Substitutions are not acceptable unless authorized in writing by the VT Purchasing and Contract Administration Division.

CANCELLATION: The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of the Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or consistent with the terms of the contract.

DELIVERY: Shipments shall be securely and property packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers are to remain the property of the State unless otherwise stated in the bid. Deliveries which do not conform to the specifications or are not in





State of Vermont
 Department of Health
 Central Office

Vendor: 0000011355
 National Patent Analytical Systems
 2090 Harrington Memorial Road
 PO Box 1435
 Mansfield OH 44901

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Net 30	Destination	OPEN	
Buyer: Smith, Steven			

Ship To: Department of Health
 State Laboratory
 195 Colchester Ave
 Burlington VT 05401

Bill To: Department of Health
 State Laboratory
 195 Colchester Ave
 Burlington VT 05401

Line-Schd	Description	Quantity	UOM	Unit Price	Extended Amt	Due Date
good condition upon receipt shall be replaced promptly by the contractor.						

INVOICING: Invoices shall be submitted in duplicate on the Vendor's standard billhead directly to the institution or agency listed in the "Invoice To" section of this order document. DO NOT send invoices to the Purchasing and Contract Administration Division.

Total PO Amount 129,000.00



Smith, Steven

From: Duchac, Bill
Sent: Tuesday, May 16, 2006 4:07 PM
To: Smith, Steven
Subject: RE: NPAS insurance waiver

Nope. That is why I specified hired and non-owned auto coverage - if/when he or an employee come to Vermont for training we know that there is coverage in force.

From: Smith, Steven
Sent: Tuesday, May 16, 2006 4:01 PM
To: Duchac, Bill
Subject: NPAS insurance waiver

Bill,

The vendor stated he doesn't have any company automobiles. He did say he would provide us with a copy of his own automobile insurance coverage. Will that suffice?

Steve Smith

Purchasing Agent
State of Vermont
Dept. of Buildings & General Services
Purchasing & Contracting Division
1078 U.S. RTE 2 - Middlesex
Drawer 33
Montpelier, VT 05633-7601
Tel.#802-828-4681
Fax #802-828-2222
Email: Steven.smith@state.vt.us
<http://www.bgs.state.vt.us/pca>

5/17/06 - CLIFF will fax info
on Hired AUTO to me on FRIDAY
Dave

- 1) INS OK per Bill Duchac
- 2) pls NOTIFY Newex

THXS
sds

CERTIFICATE OF LIABILITY INSURANCE

Date(mm/dd/yy)
5/2/2006

Producer
JM Wilson Corporation
1601 Schrock Rd, Suite D
Columbus, OH 43229

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured
National Patent Analytical Systems Inc
P O Box 1435
Mansfield, OH 44901

INSURERS AFFORDING COVERAGE

- Insurer A: Nautilus Insurance Company
- Insurer B:
- Insurer C:
- Insurer D:

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusion and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER: This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Insr Ltr.	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
A	General Liability	NC512151	3/1/2006	3/1/2007	General Aggregate	\$ 2,000,000
	<input checked="" type="checkbox"/> Commercial General Liability				Products - Comp/Op Agg	\$ EXCLUDED
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence				Personal & Adv Injury	\$ EXCLUDED
	<input type="checkbox"/>				Each Occurrence	\$ 1,000,000
	<input type="checkbox"/>				Fire Damage (Any one fire)	\$ EXCLUDED
	<input type="checkbox"/>				Med Exp (Any one person)	\$ EXCLUDED
B	Automobile Liability				Combined Single Limit (Each Accident)	\$
	<input type="checkbox"/> Any Auto				Bodily Injury (Per person)	\$
	<input type="checkbox"/> All Owned Autos				Bodily Injury (Per accident)	\$
	<input type="checkbox"/> Scheduled Autos				Property Damage (Per accident)	\$
	<input type="checkbox"/> Hired Auto					
	<input type="checkbox"/> Non-Owned Autos					
C	Garage Liability				Auto Only - Each Accident	\$
	<input type="checkbox"/> Any Auto				Other than Auto only	Ea Acc \$
	<input type="checkbox"/>				Agg	\$
D	Excess Liability				Each Occurrence	\$
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Aggregate	\$
	<input type="checkbox"/> Deductible					\$
	<input type="checkbox"/> Retention \$					\$

Description of Operations/Locations/Vehicles/Exclusions added by endorsements/Special Provisions
Premises operations for Mfg of alcohol breath testing device

Certificate Holder
State of Vermont
Purchasing & Contract Administration
1078 US Rt. 2
Middlesex,
Drawer 33
Montpelier, VT 05633-0760

Cancellation
Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.
Authorized Representative: *Susan Q. Sullivan* Columbus, Ohio

NPAS

FAX COVER SHEET

National Patent Analytical Systems, Inc.
P O Box 1435
2090 Harrington Memorial Rd - Bldg. 508
Mansfield, Ohio 44901
Phone: (419) 526-6727 Fax: (419) 526-9446

Attention: Steve Smith

Fax Number: 802-828-2222

From: Cliff

Date: 5/19/06

Pages (including this page) 2

MESSAGE:

Mr. Smith,

Here is the necessary insurance information you requested.

Please let me know if I can be of further assistance.

Thank You,

Cliff Broeder

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR CL
NATLP-1

DATE (MM/DD/YYYY)
05/18/06

PRODUCER
Clinehart-Walters-Danner
& Associates, Inc.
446 Park Avenue West
Mansfield OH 44906
Phone: 419-522-9892 Fax: FAX-522-2482

INSURED
Nat'l Patent Analytical System
John Busco
P.O. Box 1435
Mansfield OH 44901

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURER & AFFORDING COVERAGE	NAIC #
INSURER A: Miscellaneous Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR BODY / LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OL&T GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NC188031	03/01/03	03/01/04	EACH OCCURRENCE: \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$excluded MED EXP (Any one person): \$excluded PERSONAL & ADV INJURY: \$excluded GENERAL AGGREGATE: \$2000000 PRODUCTS - COMP/OP AGG: \$excluded
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CELINA GROUP/4764156	02/13/06	02/13/07	COMBINED SINGLE LIMIT (Ea accident): \$1000000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT: \$ OTHER THAN AUTO ONLY: EA ACC: \$ AGG: \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE: \$ AGGREGATE: \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS: \$ OTHER: \$ E.L. EACH ACCIDENT: \$ E.L. DISEASE - EA EMPLOYEE: \$ E.L. DISEASE - POLICY LIMIT: \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Reference contract #2965

CERTIFICATE HOLDER

VERMONT

State of Vermont
 Steve Smith, Purchasing Agent
 128 State St., Drawer 33
 Montpelier VT 05633-7501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Fred Mellick *Fred Mellick*

STATE OF OHIO

BUREAU OF WORKERS' COMPENSATION

COLUMBUS, OHIO 43215-2256

CERTIFICATE OF PREMIUM PAYMENT

This certifies that the employer listed below has paid into the State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information call 1-800-OHIOBWC.

THIS CERTIFICATE MUST BE CONSPICUOUSLY POSTED.

POLICY NO. AND EMPLOYER

PERIOD SPECIFIED BELOW

1050102

01/01/2006 THRU 08/31/2006

NATIONAL PATENT ANALYTICAL SYSTEMS
PO BOX 1435
MANSFIELD OH 44901

www.ohiobwc.com

W. Make
ADMINISTRATOR/CEO

THIS CERTIFICATE MAY BE REPRODUCED AS NEEDED

OHIO BUREAU OF WORKERS' COMPENSATION

REQUIRED POSTING

Effective October 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means that an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove that the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

THIS LANGUAGE MUST BE POSTED WITH THE CERTIFICATE OF COVERAGE



1078 US Route 2, Middlesex
Drawer 33 Montpelier, VT 05633-07601
(Phone) 802-828-2211
(Fax) 802-828-2222
www.bgs.state.vt.us/pca

Proc # 9547

SEALED BID

REQUEST FOR QUOTATION

DATE: April 24, 2006

REQUISITION NUMBER: 03420-33

DATE OF BID OPENING: May 10, 2006

TIME OF BID OPENING: 2:00 P.M.

LOCATION OF BID OPENING: 1078 US Route 2, Middlesex

ATTACHMENTS OR SPECIFICATIONS THAT APPLY TO THIS RFQ:

- Sealed Bid Instructions
- Detailed Specifications for Breath Alcohol Test Instrumentation, pages 1-3, dated 04/24/2006 .
- Purchasing and Contract Administration Terms and Conditions dated 11/01/04
- Recycled Materials or Products Report dated 11/01/04
- Political Subdivision Questionnaire
- Mercury Content Certification Form dated 02/03/03
- Purchasing Card Questionnaire

PURCHASING AGENT: Steve Smith
TELEPHONE: (802) 828-4681
E-MAIL: Steven.smith@state.vt.us
FAX: (802) 828-2222

5/16/06 - LEFT msg for cliff to call me.



Purchasing and Contract Administration

1078 US Route 2, Middlesex
Drawer 33 Montpelier, VT 05633-07601
(Phone) 802-828-2211
(Fax) 802-828-2222
www.bgs.state.vt.us/pca

04/24/2006

REQUEST FOR QUOTE
Breath Alcohol Test Instrumentation

This form must be completed and submitted as part of the response for the proposal to be considered valid.

The undersigned agrees to furnish the products or services listed at the prices quoted and, unless otherwise stated by the vendor, the Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

VERMONT TAX CERTIFICATE AND INSURANCE CERTIFICATE

To meet the requirements of Vermont Statute 32 V.S.A. subsection 3113, by law, no agency of the State may enter into extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. subsection 3113. In signing this bid, the bidder certifies under the pains and penalties of perjury that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made.

Bidder further certifies that the company/individual is in compliance with the State's insurance requirements as detailed in section 21 of the Purchasing and Contract Administration Terms and Conditions. All necessary certificates must be received prior to issuance of Purchase Order. If the certificate of insurance is not received by the Division of Purchasing and Contract Administration within five (5) days, the State of Vermont reserves the right to select another vendor. Please reference this RFQ# when submitting the certificate of insurance.

Insurance Certificate: Attached Will provide upon notification of award: _____ (within 5 days) See attached letter

Delivery Offered 90 Days After Notice of Award

Terms of Sale Net 30 days

Quotation Valid for 120 Days

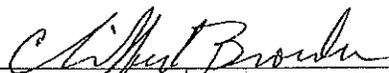
Date: May 4, 2006

Name of Company: National Patent Analytical Systems, Inc.

Telephone Number: (419) 526-6727

Fed ID or SS Number: 34-1671192

Fax Number: (419) 526-9446

By: 
Signature (Bid Not Valid Unless Signed)

Name: Clifford Broeder
(Type or Print)

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote number.



SEALED BID INSTRUCTIONS

All bids must be sealed and must be addressed to the State of Vermont, Purchasing and Contract Administration Division, 1078 US Route 2 - Middlesex, Drawer 33, Montpelier, VT 05633-7601. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.

- 1.1. All bidders are hereby notified that sealed bids must be in the office of the Vermont Purchasing and Contract Administration Division by the time of the bid opening. Bids not in possession of the Purchasing and Contract Administration Division at the time of the bid opening will not be considered, and returned to the vendor.
- 1.2. Purchasing and Contract Administration Division may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: www.bgs.state.vt.us/pca/bids.
- 1.3. All bids will be publicly opened. Any interested party may attend bid openings. Bid results may be requested in writing and are available once an award has been made.
- 1.4. DELIVERY METHODS:
 - 1.4.1. U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to insure receipt by the Purchasing and Contract Administration Division prior to the time of the bid opening.
 - 1.4.2. EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box.
 - 1.4.3. HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.
 - 1.4.4. ELECTRONIC: Electronic bids will not be accepted.

FAX BIDS: Unless otherwise stated, FAXED responses MAY be acceptable. You must contact the purchasing agent and obtain prior approval. If approval is received, the FAX must be prefixed with the "SEALED BID". Bidders are cautioned that if a FAXED response is approved it is their responsibility to originate the message in sufficient time to insure receipt by the Purchasing and Contract Administration Division prior to the time of the bid opening. All relevant pages must be printed and in the possession of the division prior to the date and time of the bid opening or the bid will not be considered. FAXED bidders are cautioned that bids submitted by the FAX method may be compromised prior to the time of the sealed bid opening. FAXED information is accessible when transmitted and confidentiality cannot be guaranteed. A FAXED transmission must be followed by the submission of all material by mail.

Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be outsourced under the terms of any agreement with the State of Vermont. Indicate N/A if not applicable.

Services:

Proposed Service to be Outsourced	Bid Total or Contract Estimate	Represents what % of total Contract Dollars	Outsourced Dollars	Outsourced Work Location (Country)	Subcontractor
NONE					

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total or Contract Estimate if provided Onshore	Bid Total or Contract Estimate if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor
N/A					

National Patent Analytical Systems, Inc.

Name of Bidder: _____


Signature of Bidder: _____

May 4, 2006

Date: _____

PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS

1. **Entire Agreement:** This contract represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Statement of Rights:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. The State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the State. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
3. **Responses:** Responses must be submitted on and in accordance with forms or format provided by Purchasing and Contract Administration Division. Prices and information entered on the quote, except signature of vendor, should be typed or printed for legibility. **ALL SUBMISSIONS MUST BE SIGNED.**
4. **Prices:** Unless otherwise stated, prices are net and no charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.
5. **Taxes:** Most Vermont State purchases are not subject to Federal or State sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont Taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.
6. **Order of Precedence:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
7. **Substitution:** Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Purchasing and Contract Administration Division.
8. **Specification Change:** Any changes or variations in the specifications must be received in writing from the Purchasing and Contract Administration Division. Verbal instructions or written instructions from any other source are not to be considered.
9. **Method of Award:** Awards will be made under the provisions of VSA Title 29 Chapter 49 § 903. The State may award one or more contracts and reserves the right to make additional awards to other vendors who submitted proposals at any time during the first year of the contract if such award is deemed to be in the best interest of the State. Preference shall be given to resident bidders of the State and products raised or manufactured in the State all other things being equal.
10. **Default:** In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
11. **Cancellation:** The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or consistent with the terms of the contract.

12. **Delivery:** Liability for product delivery remains with the contractor until properly delivered and signed for in accordance with the Purchasing and Contract Administration Division's terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers to remain the property of the State unless otherwise stated. Deliveries that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.
13. **Invoicing:** All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.
14. **Non Collusion:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.
15. **Amendments:** No changes, modifications or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
16. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
17. **Applicable Law:** This contract will be governed by the laws of the State of Vermont.
18. **Appropriations:** If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.
19. **No Employee Benefits For Contractor:** The contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the contract. The Contractor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including, but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
20. **Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State. The contractor shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.
21. **Insurance:** Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverage's are in effect. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract.

Workers Compensation: With respect to all operations performed, the contractor shall carry workers compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operation
Independent Contractors' Protective
Products and completed Operations
Personal Injury Liability
Contractual Liability

The Policy shall be of an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products / completed products aggregate
\$50,000 Fire Legal Liability

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 combined single limit. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimum that have been set to protect the interests of the state.

22. **Reliance by the State on Representations:** All payments by the State under this contract will be made in reliance upon the accuracy of all prior representations by the contractor, including but not limited to bills, invoices, progress reports and other proofs of work.
23. **Records Available for Audit:** The Contractor will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and makes them available at reasonable times during the period of the contract and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.
24. **Fair Employment Practices and Americans with Disabilities Act:** Contractor agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Contractor under this contract. Contractor further agrees to include this provision in all subcontracts.
25. **Set Off:** The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
26. **Taxes Due To the State:**
 - a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

27. **Child Support:** (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

28. **Subcontractors:** Contractor shall not assign or subcontract the performance of his agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include all subcontract agreements and a tax certification in accordance with paragraph 26 above.

29. **No Gifts or Gratuities:** Contractor shall not give title, or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.

30. **Copies:** All written reports prepared under this contract will be printed using both sides of the paper.

USE OF RECYCLED MATERIALS OR PRODUCTS REPORT

November 1, 2004

The Commissioner, in his/her discretion, may spend up to five percent more for comparable products that are made of recycled materials. If products made of recycled materials are to cost more than five percent more than comparable products, the Commissioner shall receive consent of State entities that are to use the product, before completing the order for the materials in question.

All bidders are to complete the following information in reference to each item being quoted. Additional pages may be used if necessary.

<u>Item #</u>	<u>Brand/Manufacturer</u>	<u>% of Recycled Content</u>	<u>% Post-Consumer Content</u>
NONE	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

National Patent Analytical Systems, Inc.

Name of Bidder:


Signature of Bidder:

May 4, 2006

Date:

MERCURY CONTENT CERTIFICATION FORM

February 3, 2003

MERCURY STATEMENT: The State of Vermont is committed to minimizing the amount of mercury utilized in its operations, and desires to eliminate the purchase of products that contain mercury whenever feasible alternatives exist at a reasonable cost and comparable performance. Where mercury-free alternative products do not exist, preference will be given to the purchase of products with the lowest (documented) total mercury content feasible and products that bear a mercury content warning label as required of product manufacturers under Vermont law, Executive Order #03-02.

The State of Vermont urges suppliers to continue to develop, produce, and bring to market appropriate, cost competitive, and effective mercury-free replacements.

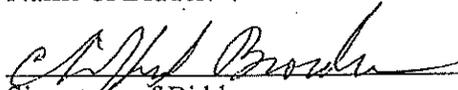
MERCURY CONTENT CERTIFICATION

The undersigned hereby certifies that none of the items quoted in this RFQ/RFP and any contract issued as a result contain mercury except as identified below. Bidders shall also specify the amount of mercury contained in any of the products listed below. Additional pages may be used if necessary.

<u>ITEM</u>	<u>PART NUMBER</u>	<u>MERCURY CONTENT</u>
1). <u>NO MERCURY USED</u>	_____	_____
2). _____	_____	_____
3). _____	_____	_____
4). _____	_____	_____
5). _____	_____	_____

National Patent Analytical Systems, Inc.

Name of Bidder:


Signature of Bidder:

May 4, 2006

Date:

POLITICAL SUBDIVISION QUESTIONNAIRE

PROVISIONS FOR THE PURCHASE OF SUPPLIES, MATERIALS, AND EQUIPMENT FOR TOWNS, SCHOOLS, POLITICAL SUBDIVISIONS, AND INDEPENDENT COLLEGES¹ OF THE STATE OF VERMONT

29 V.S.A., Chapter 49, relating to the duties of the Commissioner of Buildings and General Services, Agency of Administration, authorizes the Purchasing and Contract Administration Division to provide central procurement service to the political subdivisions and the independent colleges of the State.

The Purchasing and Contract Administration Division keeps a current file of the contracts that are available to the political subdivisions and colleges. We are continually interested in expanding this file and would appreciate a positive response to the following questions:

1. Will you furnish the requirements of the political subdivisions of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes X No _____
2. Will you furnish the requirements of the independent colleges of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes X No _____
3. If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs.

It should be noted, if you agree to furnish the political subdivisions or colleges, all such items furnished will be billed directly to and paid for by the political subdivision or college and neither the State of Vermont, nor its Commissioner of Buildings and General Services, personally or officially assumes any responsibility.

Vice President
RESPONSE TITLE:

May 4, 2006
DATE:

National Patent Analytical Systems, Inc.
FIRM NAME:


BY:

¹Independent Colleges are "any institution of higher education chartered in VT and accredited or holding a certificate of approval from the State Board of Education."

PURCHASING CARD QUESTIONNAIRE

Vendors are required to respond to the following questions.

1. Do you currently accept Visa?

Yes X No _____

2. Would you accept the Visa Purchasing Card as a form of payment?

Yes _____ No X, not for this type of order

3. Would any additional discount be offered for use of the Card as payment? If so, What?

Yes _____ No X If Yes, What: _____

BREATH ALCOHOL TEST INSTRUMENTATION SPECIFICATIONS

April 24, 2006

GENERAL SPECIFICATIONS:

Model provided must be approved by the USDOT National Highway Traffic Safety Administration for use as an evidential breath alcohol testing device.

One year manufacturer's warranty for parts and labor.

One year software support for change of security codes, test sequence, test record format and test data display and document printing format.

All units to be delivered within 120 after receipt of order.

Manufacturer will provide a minimum of two days of on-site training for operation, maintenance and basic repair within 90 days of the first delivery of units.

PHYSICAL SPECIFICATIONS:

Maximum footprint: 24" x 24"

Maximum Unit Weight: 25 lbs.

Operational with either AC or DC power.

Power requirements: 115VAC +/- 5VAC/60 HZ and 12 VDC

External printer capable; USB connection; HP-PCL Capable

USB/PS2 keyboard

Magnetic strip card reader capable

Liquid Crystal Display with ability to display: real time alcohol concentration during testing process; real time breath flow rate and volume; real time simulator temperature display; barometric pressure; detector voltage; instrument status checks, eg. Heated zone temperatures, internal standard check result; data value vs time plot for all of the above.

Heated breath and simulator vapor delivery tubes.

Capacity for both wet bath and dry gas calibration and test sequence calibration checks.

1 RS-232 communications port.

1 communications port for monitoring attached simulator temperature

1 USB port assigned for data transfer to external computer

2 unassigned USB ports for future additions.

1 high speed modem for data transfer via telephone lines

1 Ethernet communications port

Infrared-based analytical technology for both qualitative and quantitative determination of ethanol vapor; including at least 3 filters at appropriate wavelengths to identify potentially interfering substances.

CPU operating at 128 MHz or faster.

Operating software with complete documentation/description of analytical algorithms available, with legal protections, for support of defense against legal challenges.

Software capable of providing at least 4 levels of security defining access to various instrument functions.

Capability for operating sequence, data collection, and diagnostic test software updates uploaded from remote source.

Capability for transferring data to standard business software packages e.g. Microsoft Office or Corel Office.

PERFORMANCE SPECIFICATIONS:

In addition to meeting NHTSA performance criteria for evidential devices, the instrument must meet the following criteria:

Must require a minimum of 1.5 L of breath to be delivered in a single, steady exhalation for alcohol content to be reported.

Breath volume for a successful test must be recorded and reported to +/- 0.1 L

Breath flow rate must be monitored and data available to print a graphic presentation of the breath flow profile.

Must have a means of detecting mouth alcohol at a level of 0.02g/210 L or greater or any other source of an apparent alcohol concentration spike occurring during the presentation of actual or simulated breath for analysis.

Must report breath or simulated breath alcohol vapor concentration in g EtOH/210 L air.

Must be capable of detecting and reporting the presence of potentially interfering volatile organic compounds at a level of 0.02 g/210 L or greater, apparent alcohol concentration.

Must be capable of determining the alcohol concentration of a vapor sample from a source with a known concentration to within +/- 5%.

Must be capable of determining the concentration of replicate samples of alcohol vapor with a precision of no more than +/- 5% from the mean of the concentration and with a standard deviation of no greater than 2%.

Must be capable of displaying alcohol concentrations in the range of 0.0 to .60 g/210 L

DATA SPECIFICATIONS:

Instrument must be capable of collecting and storing calibration data and all monitored test data including the data from subject breath tests, supervisory/performance check tests, and diagnostic tests.

System function errors or status checks which are out of control must be stored as retrievable data.

System must be capable of storing test data for up to 500 tests and capable of transferring that data to an external computer through either Ethernet connection or via phone modem.

Test record and report format to be determined at the time of purchase.

- does not include custom software specifications for test sequence; test record data; etc. – tbd later.



Return Bid To:
 Dept of Buildings & General Svcs
 Purchasing & Contract Admin
 Drawer 33
 1078 US Rte 2 - Middlesex
 Montpelier VT 05633-7601

Request Quote ID.	Date	Buyer	Page
03420 - 0000000033	04/19/2006	Smith, Steven	1
Payment Terms	Date Quote Open	Closing	
Net 30	04/24/2006	05/10/2006 02:00:00 PM	

Vendor:

National Patent Analytical Systems, Inc.
 2090 Harrington Memorial Rd
 Mansfield, OH 44903

Shp To: Department of Health
 State Laboratory
 195 Colchester Ave
 Burlington VT 05401

Line Item	Description	Qty	UM	Unit Price	Extended Amount
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1	EVIDENTIAL BREATH ALCOHOL TEST INSTRUMENTATION PER ATTACHED SPECIFICATIONS.	20.00	EA		See pricing below
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Freight Terms: FOBDEST

Ship Via: BESTWAY

QUOTING: MFR: National Patent Analytical Systems, Inc.

MODEL: DataMaster DMT

WARRANTY: 1 year Parts & Labor

BIDDERS ARE TO INCLUDE DESCRIPTIVE LITERATURE FOR ITEM OFFERED.

*VENDOR BIDS MUST INCLUDE DESCRIPTION OF SPECIFICATIONS NOT MET BY THE PRODUCT BEING BID AND, WHERE APPROPRIATE, A DESCRIPTION OF HOW THE REQUIRED FUNCTION IS MET BY THEIR DESIGN.

Instrument meets all specifications

Description	Unit Price	Extended Amount
DataMaster DMT with standard 6.4" display	\$ 6,150.00	\$ 123,000.00
DataMaster DMT with optional 8.4" display	\$ 6,450.00	\$ 129,000.00

This Is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Request for Quotation



Return Bid To:

Dept of Buildings & General Svcs
 Purchasing & Contract Admin
 Drawer 33
 1078 US Rte 2 - Middlesex
 Montpelier VT 05633-7601

Request Quote ID.	Date	Buyer	Page
03420 - 0000000033	04/19/2006	Smith, Steven	2
Payment Terms	Date Quote Open	Closing	
Net 30	04/24/2006	05/10/2006 02:00:00 PM	

Vendor:

National Patent Analytical Systems, Inc.
 2090 Harrington Memorial Rd
 Mansfield, OH 44903

Ship To: Department of Health
 State Laboratory
 195 Colchester Ave
 Burlington VT 05401

Line Item	Description	Qty	UM	Unit Price	Extended Amount
	DataMaster DMT with standard 6.4" display	20		\$ 6,150.00	\$ 123,000.00
	DataMaster DMT with optional 8.4" display	20		\$ 6,450.00	\$ 129,000.00

The undersigned agrees to furnish the products or services listed at the prices quoted and, unless otherwise stated by the vendor, the Terms of Sales are Net 30 Days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

VERMONT TAX CERTIFICATE AND INSURANCE CERTIFICATE

To meet the requirements of Vermont Statute 32 V.S.A. subsection 3113, by law, no agency of the State may enter into, extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. subsection 3113. In signing this bid, the bidder certifies under the pains and penalties of perjury that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date this statement is made.

Bidder further certifies that the company/individual is in compliance with the States insurance requirements must be received prior to issuance of Purchase Order. If the certificate of insurance is not received by the Division of Purchasing and Contract Administration within five (5) days, the State of Vermont reserves the right to select another vendor. Please reference this RFQ# when submitting the certificate of insurance.

Insurance Certificate: Attached Will provide upon notification of award: _____ (within 5 days)
 See attached letter

Delivery Offered 90 Days After Notice of Award

Terms of Sale Net 30 Days

Quotation Valid for 120 Days

Date: May 4, 2006

Name of Company: National Patent Analytical Systems, Inc.

Telephone Number: (419) 526-6727

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Request for Quotation



Return Bid To:
Dept of Buildings & General Svcs
Purchasing & Contract Admin
Drawer 33
1078 US Rte 2 - Middlesex
Montpelier VT 05633-7601

Request Quote ID.	Date	Buyer	Page
03420 - 0000000033	04/19/2006	Smith, Steven	3
Payment Terms	Date Quote Open	Closing	
Net 30	04/24/2006	05/10/2006 02:00:00 PM	

Vendor:

National Patent Analytical Systems, Inc.
2090 Harrington Memorial Rd
Mansfield, OH 44903

Ship To: Department of Health
State Laboratory
195 Colchester Ave
Burlington VT 05401

Line Item	Description	Qty	UM	Unit Price	Extended Amount
	DataMaster DMT with standard 6.4" display	20		\$ 6,150.00	\$ 123,000.00
	✓ DataMaster DMT with optional 8.4" display	20		\$ 6,450.00	\$ 129,000.00

Fed ID or SS Number: 34-1671192

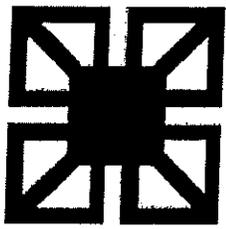
Fax Number: (419) 526-9446

By: *Clifford Broeder*
Signature (Bid Not Valid Unless Signed)

Name: Clifford Broeder
(Type or Print)

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.



DataMaster DMT™

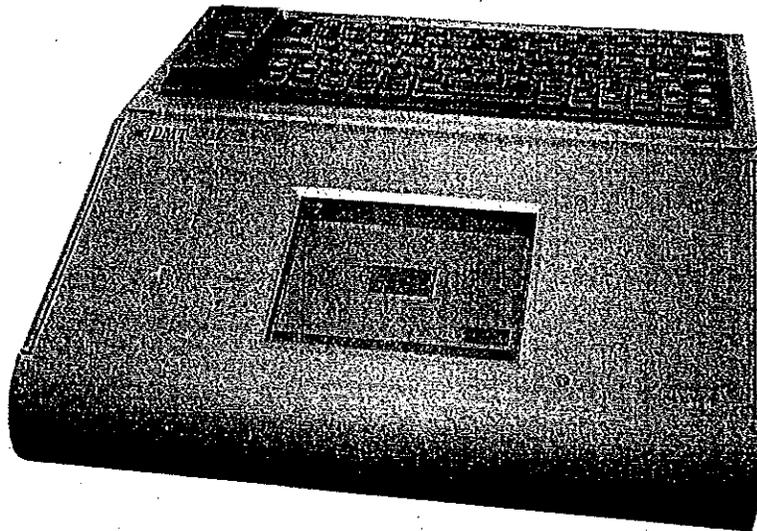
Often Copied, Never Beaten.

First Touch Screen
Full Graphics
Display

Real Time
Graphing
Capability

CPU Platform for
easy upgrades and
future
expandability

Dual Voltage
Design



Proven
Analytical
System

Stepper Motor
used for
accurate filter
control

Most Advanced
Breath Sampling
System available
on the market

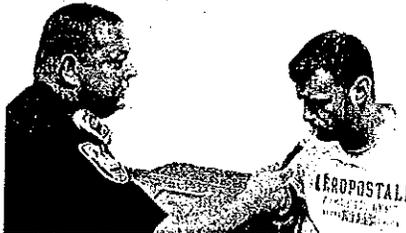
NPAS, Inc. introduces the DataMaster DMT, a new user-friendly instrument that keeps the DataMaster tradition of accuracy and reliability.

Analytical

The DataMaster DMT™ uses the judicially accepted method of infrared spectroscopy to determine breath alcohol levels. A thermoelectrically-cooled PbSe detector regulated to operate at 0°C allows for improved sensitivity while maintaining a stable detector output. This enhances the precision, repeatability and low-level performance of the DMT. The use of narrow bandpass optical filters at 3.44, 3.37 and 3.50 micron allows the passage of a limited frequency range of infrared energy resulting in the DMT being highly specific to ethanol to the exclusion of other alcohols and interfering compounds. The use of a long life gray body infrared source maximizes power usage and reduces instrument temperatures giving the DMT a high level of stability and efficiency.

Sampling System

The advanced breath sampling system (ABSS) allows accurate measurement of the breath flow rate and volume eliminating any concerns about sample acceptance. The use of a long sample path length and a small sample chamber volume allows for an accurate measurement of the deep lung sample across a wide range of blowing patterns and subject vital lung capacities.

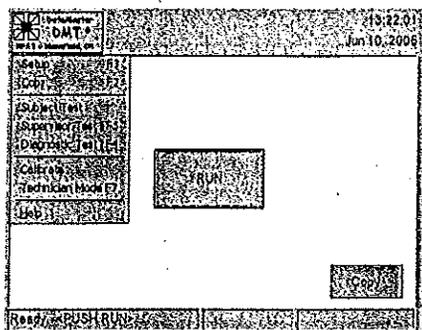


Calibration

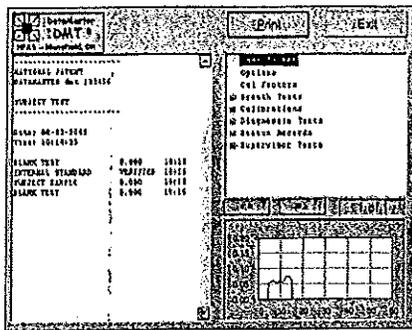
Factory calibration of the DMT uses a single point calibration method and takes less than five minutes. An internal quartz standard checks the calibration of the instrument with every test. Wet bath external simulation is standard on each instrument with the option of dry-gas with automatic barometric pressure compensation. Routine voltage adjustments do not change the instrument calibration.

User interface

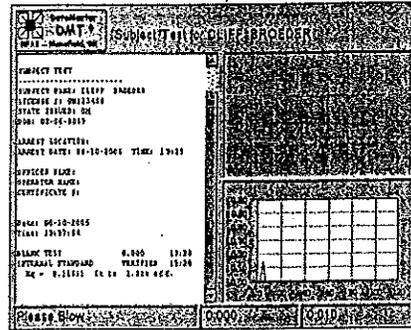
A powerful 32 bit, 520 MHz processor embedded PC, the new full color graphics touch screen and the sampling system allow the display of a subject's breath flow and alcohol absorption curve in real time. These allow an operator to determine a subject's level of cooperation during a test. This information is printed on the test ticket and is stored electronically for later retrieval. Icons and menus access all functions and operations of the DMT on the full graphics touch screen. Data entry is by means of a standard USB keyboard. Modular instrument software is designed to be dynamic and is easily adaptable to all customer specifications.



MAIN MENU SCREEN



COPY RETRIEVAL SCREEN

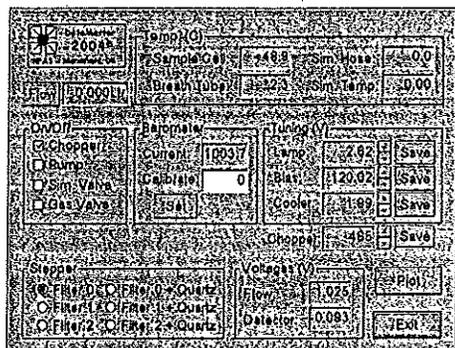


SUBJECT TEST SCREEN

Communications

Remote communication is by high-speed modem or Ethernet. Interactive communication with the instrument includes remote troubleshooting, voltage adjustments and control of internal components such as the pump. Using flash capable memory, program and instrument software updates can be done remotely.

A serial (RS-232) port is standard to allow communication with digital simulators. Printing is by USB port and supports a wide variety of off the shelf printers. Color printing is supported.



Service

All user serviceable components are easily accessible. Extensive use of conventionally mounted electronic components allows most electronic service to be done without investing in expensive specialized service tools. All necessary voltages in the instrument are displayed on the screen and are adjustable WITHOUT THE NEED TO OPEN THE INSTRUMENT!

Specifications

Electronic:

- 32 Bit, 520 MHz Intel RISC Embedded PC
- Full color touch screen 6.5 in. LCD display (optional size 8.4 in.)
- Expandable memory
- Standard USB keyboard
- 56K modem/ Ethernet capable
- 10-18VDC power input
- 90-240VAC 47-63Hz power input
- RS-232 serial output
- USB capable
- Speaker output
- Media player capable

Analytical:

- Range: .000 to .600 BrAC
- Accuracy: .002 @ .100 BrAC
- Infrared spectroscopy at 3.44, 3.37 and 3.5 micron using narrow bandpass filters
- Lead selenide cooled detector
- Quartz internal standard
- Small sample chamber volume (23cc)
- Long sample path length (54cm)
- Advanced breath sampling system (ABSS)
- Wet bath or dry gas external simulation
- Automatic barometric pressure compensation
- Single point calibration
- Heated breath tube and simulator tubes

Physical:

- Modular construction with hard anodized high strength aluminum
- Lightweight (20 lbs)
- Small size: 15"(38cm) x 15"(38cm) x 5"(13cm)

Environmental:

- Temperature range: Exceeds US DOT specification

Patents Pending



© Copyright 2005 National Patent Analytical Systems, Inc., 2090 Harrington Memorial Rd, P.O. Box 1435, Mansfield, Ohio 44901

Phone: Toll Free: 1-800-800-8143 Direct: +1 (419) 526-6727 Fax: +1 (419) 526-9446

Website: <http://www.npas.com>

Email: salesteam@npas.com



National Patent
Analytical Systems, Inc.

Mr. Steve Smith, Purchasing Agent
State of Vermont
Purchasing and Contract Administration
1078 US Route 2, Middlesex
Drawer 33 Montpelier, VT 05633-07601

May 4, 2006

Dear Mr. Smith:

This letter is to request a waiver concerning several of the insurances requested. I also wish to touch briefly on the history of NPAS's relationship with the State of Vermont.

Vermont awarded NPAS the contract for alcohol breath test equipment in 1988 and since that time the program has run successfully. The BAC DataMaster has shown itself to be accurate, precise and rugged in its overall operation. NPAS has been diligent in its response to legal questions, service, and training. There has and continues to be an excellent relationship with the State of Vermont and NPAS. Our device is manufactured in Mansfield, Ohio and then submitted to the State of Vermont where it is tested to insure it meets all specifications. It is then either accepted or rejected by the Department of Health that has the responsibility for the alcohol breath test program.

We are unable to execute the insurance terms of the contract as furnished withing the body of the bid specifications. I would like to cover these individually:

1. Independent Contractors Protective - We have no independent contractors and do not have this coverage.
2. Products and completed Operations and Personal Injury Liability - The difficulty with these two areas of coverage is that we also manufacture a device that is used on School Buses that is a protective device to warn the driver if a child is in the vicinity of the school bus and also

a component used in the military aviation industry. We have attempted in the past to secure coverage for product liability but because of the perceived exposure of these products all carriers that we have contacted will not offer coverage at any price. We are still trying to exclude these products from the coverage, insuring only the breath test device, which we have tried in the past without success.

Our facility is a Mil. Spec. 790 approved manufacturing plant and I have included a copy of this certificate.

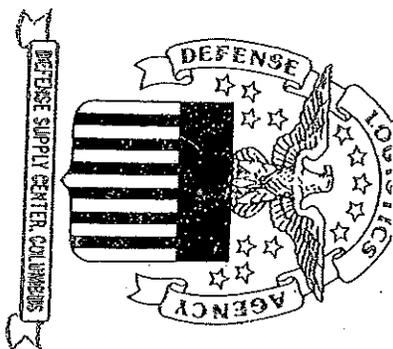
We look forward to you comments and hope that you will be able to suggest some type of alternatives in the meantime. We will continue to support the State of Vermont and their alcohol breath test program as we have for the past 18 years.

Sincerely Yours,

A handwritten signature in cursive script, appearing to read "Clifford Broeder", with a long horizontal flourish extending to the right.

Clifford Broeder, V.P.

National patent Analytical Systems, Inc.



MIL-STD-790

PRODUCT ASSURANCE PROGRAM
CERTIFICATION
IS HEREBY AWARDED TO

NATIONAL PATENT ANALYTICAL SYSTEMS, INC.
2090 Harrington Memorial Road
Manfield, OH 44903

THIS CERTIFICATION IS VALID UNTIL TERMINATED BY WRITTEN NOTIFICATION FROM DSCC.
REFERENCE DSCC LETTER VQ (VQP-02-001699) FOR DETAILS PERTAINING TO THIS CERTIFICATION.


ALAN S. THOMPSON
Rear Admiral, SC, USN
Commander
DEFENSE SUPPLY CENTER, COLUMBUS

Smith, Steven

From: Smith, Steven
Sent: Friday, May 19, 2006 1:33 PM
To: 'Debbie Mandell'
Subject: RE: Requisition #03420-33 (Breath alcohol testing instruments)
Attachments: Breath Alcohol tabulation shell.xls

Attached are the bid results.

Thanks

Steve Smith

Purchasing Agent
State of Vermont
Dept. of Buildings & General Services
Purchasing & Contracting Division
1078 U.S. RTE 2 - Middlesex
Drawer 33
Montpelier, VT 05633-7601
Tel.#802-828-4681
Fax #802-828-2222
Email: Steven.smith@state.vt.us
<http://www.bgs.state.vt.us/pca>

From: Debbie Mandell [mailto:Debbie@intox.com]
Sent: Tuesday, May 16, 2006 9:52 AM
To: Smith, Steven
Subject: Requisition #03420-33 (Breath alcohol testing instruments)

Good Morning Steve,

I was just wondering if the state has made an award on the above mentioned requisitions yet, and if so, is it possible to obtain the bid tabulations?

Can you please advise?

Sincerely,

Debbie Mandell
Inside Sales Representative
Intoximeters, Inc.
8110 Lackland Rd.
St. Louis, MO 63114
800-451-8639
dcbbie@intox.com

Smith, Steven

From: Debbie Mandell [Debbie@intox.com]
Sent: Tuesday, May 16, 2006 10:02 AM
To: Smith, Steven
Subject: RE: Requisition #03420-33 (Breath alcohol testing instruments)

Thank you Steve.

Debbie Mandell
Inside Sales Representative
Intoximeters, Inc.
8110 Lackland Rd.
St. Louis, MO 63114
800-451-8639
debbie@intox.com

From: Smith, Steven [mailto:steven.smith@state.vt.us]
Sent: Tuesday, May 16, 2006 8:58 AM
To: Debbie Mandell
Subject: RE: Requisition #03420-33 (Breath alcohol testing instruments)

Good morning,

We are still evaluating bids. I'll send you the bid results once an award has been made, should be within two weeks.

Thanks

Steve Smith

Purchasing Agent
State of Vermont
Dept. of Buildings & General Services
Purchasing & Contracting Division
1078 U.S. RTE 2 - Middlesex
Drawer 33
Montpelier, VT 05633-7601
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Intoximeters, Inc.
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St. Louis, MO 63114
800-451-8639
debbie@intox.com

Smith, Steven

From: Drawbaugh, Bob [BDrawba@vdh.state.vt.us]
Sent: Tuesday, May 16, 2006 3:54 PM
To: Smith, Steven
Subject: RE: NPAS bid

Steve,

We have determined that the officers would do better with the larger display, so the second option is the preferred one. This was not included in the original specifications because it was not available at the time we wrote those.

Thanks for checking.

Bob

-----Original Message-----

From: Smith, Steven [mailto:steven.smith@state.vt.us]
Sent: Tuesday, May 16, 2006 3:08 PM
To: Drawbaugh, Bob
Subject: NPAS bid

Bob,

Which unit do you want me to order?

- 1). DMT w/standard 6.4" display @\$6150.00/each
- 2). DMT w/optional 8.4" display @\$6450.00/each

Steve Smith

Purchasing Agent
State of Vermont
Dept. of Buildings & General Services
Purchasing & Contracting Division
1078 U.S. RTE 2 - Middlesex
Drawer 33
Montpelier, VT 05633-7601
Tel.#802-828-4681
Fax #802-828-2222
Email: Steven.smith@state.vt.us
<http://www.bgs.state.vt.us/pca>

Smith, Steven

From: Smith, Steven
Sent: Tuesday, May 16, 2006 3:08 PM
To: 'Drawbaugh, Bob'
Subject: NPAS bid

Bob,

Which unit do you want me to order?

- 1). DMT w/standard 6.4" display @\$6150.00/each
- 2). DMT w/optional 8.4" display @\$6450.00/each ✓

Steve Smith

Purchasing Agent
State of Vermont
Dept. of Buildings & General Services
Purchasing & Contracting Division
1078 U.S. RTE 2 - Middlesex
Drawer 33
Montpelier, VT 05633-7601
Tel.#802-828-4681
Fax #802-828-2222
Email: Steven.smith@state.vt.us
<http://www.bgs.state.vt.us/pca>

Smith, Steven

From: Smith, Steven
Sent: Tuesday, May 16, 2006 2:32 PM
To: Duchac, Bill
Subject: Insurance coverage limits memo dated 05/11/06 - Health Dept.

Bill,

Re my subject memo to you;

The Health Department has made a recommendation to award the bid to National Patent Analytical Systems. I am now awaiting your review and decision on the waiver request from NPAS. With the 06/01/06 purchase order deadline quickly approaching, I need to proceed to the next step as soon as possible.

Thanks

Steve Smith

Purchasing Agent
State of Vermont
Dept. of Buildings & General Services
Purchasing & Contracting Division
1078 U.S. RTE 2 - Middlesex
Drawer 33
Montpelier, VT 05633-7601
Tel.#802-828-4681
Fax #802-828-2222
Email: Steven.smith@state.vt.us
<http://www.bgs.state.vt.us/pca>

5/16/06 - Per Bill Duchac, he will waive the lack of Ins. cov. required, provided BY NPAS, BUT insists on Auto cov.



Department of Buildings and General Services
Purchasing & Contract Administration
1078 US Route 2 Middlesex
Drawer 33 Montpelier VT 05633-7601
www.bgs.state.vt.us

[phone] 802-828-2211
[fax] 802-828-2222

Agency of Administration

MEMORANDUM

TO: Bill Duchac, Director of Insurance Programs

FROM: ^{ES} Steve Smith, Purchasing Agent

DATE: May 11, 2006

SUBJECT: Minimum Insurance Coverage limits

I recently received two bids on an RFQ for a one time purchase of Alcohol Breath Testing Instrumentation by the Vermont Department of Health. Due to the June 1, 2006 deadline to issue purchase orders imposed by Finance and Management I am sending both bidder's insurance forms submitted with their bids for your review, while I evaluate the bids. National Patent Analytical Systems, Inc. is the lowest bidder and incumbent supplier of these units.

Please review the attached insurance certificates. It would appear the insurance requirements as outlined in Section 21 of the Purchasing and Contract Administration Terms and Conditions revised 11/01/04 are not fulfilled.

Please indicate if the insurance certificates provide sufficient insurance coverage limits based on the purchases to be made or indicate what action needs to be taken if these coverage limits are not acceptable with you.

Please feel free to reply or contact me via email at: Steven.smith@state.vt.us or 828-4681 if you require additional information.

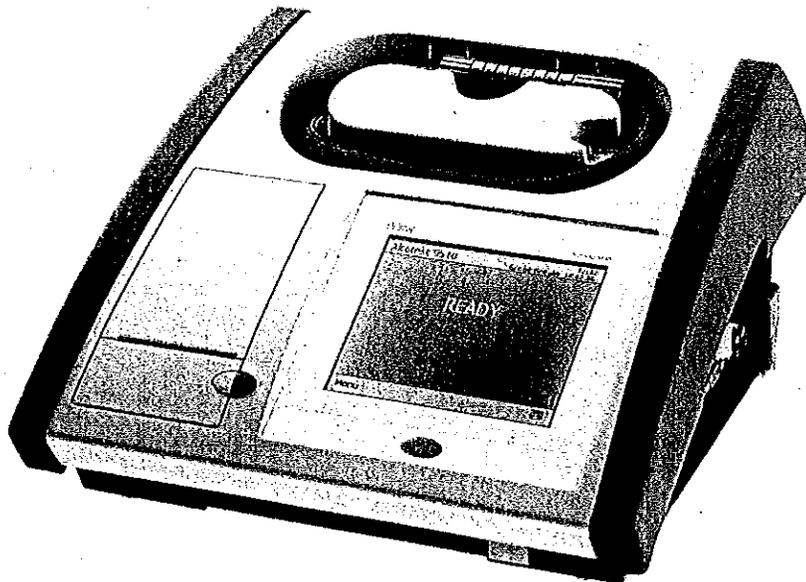
Thanks



Invitation to Bid

Vermont Purchasing and Contract
Administration Division on behalf of the
Vermont Department of Health

Requisition # 03420-33
Title: Breath Alcohol Test Instrumentation
Due Date: May 10, 2006
Time: 2:00 PM



Draeger Alcotest® 9510

Draeger Safety Diagnostics, Inc.
83 Davidson Creek Road, Unit A
Durango, CO 81301
Tel: (800) 385-8666
Fax: (970) 385-5522
www.draeger-breathalyzer.com

Draeger Safety Diagnostics, Inc.
83 Davidson Creek Road
Durango, CO 81301-7913
Tel: (970) 385-5555
Fax: (970) 385-5522

May 8, 2006

Steve Smith, Purchasing Agent
Vermont Purchasing and Contract Administration
1078 US Route 2, Middlesex
Drawer 33, Montpelier, VT 05633-07601

Dear Mr. Smith:

Draeger Safety is a research-based company that develops instrumentation by utilizing the scientific method of requiring high reliability and reproducibility in measurement results. With over 50 years of experience in the breath testing industry, Draeger credits their global success in creating the most technologically advanced equipment to the input from their customers worldwide.

After reviewing the specifications required by the State of Vermont, we have concluded that the Draeger Alcotest[®] 9510 would complement your state breath test program.

The Alcotest[®] 9510 will be the most advanced and flexible evidential unit in the market. It has undergone the same extreme testing as its predecessor, the Alcotest[®] 7110, and is currently with NHTSA for compliance testing as an evidential breath alcohol testing device.

The Draeger Alcotest[®] 9510 features the following:

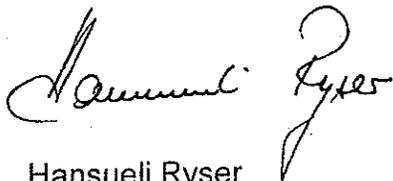
- Utilizes IR at 9.5 micron infrared wavelength and electrochemical fuel cell technology to analyze and quantify an individual's breath sample ensuring the highest level of forensic integrity.
- RFI protection inside the 9510 casing shields it from electromagnetic energy and complies with OIML standards for RFI susceptibility.
- Operates on 110VAC, 12VDC, or an additional battery supply can be installed within the casing for complete mobile operation.
- An internal thermal printer plus it is compatible with most Windows[®] operating system-compatible printers.
- Capable of using wet bath and dry gas simulation for accuracy and certification tests.
- Capable of collecting data, download, transmit and communicate with a central computer. Testing can also be performed from a remote location.

- Large color, graphic touch screen display
- Built-in, virtual keyboard
- External VGA monitor/projector
- Flexible breath hose (stationary or mobile operation)
- Breath temperature analysis/correction
- High resolution built-in quiet printer
- Audible and visual user guidance interface
- Communication: Ethernet, GSM, modem, IrDA, USB, serial

Draeger recognizes the time constraints of a law enforcement officer, which is why the Alcotest® 9510 is designed with the end user in mind. This instrument requires minimal amount of time for training, the operator simply pushes the "START" button and is then visually and/or audibly guided through the breath sampling process.

Draeger Safety Diagnostics, Inc. looks forward to providing the State of Vermont with one of the most advanced and reliable evidential breath testing programs in the United States. Should you or the Department of Health have any questions or require any additional information at this time, please do not hesitate to contact either me or Don Pouliot at (800) 385-8666.

Respectfully,



Hansueli Ryser
VP of Engineering and Service

cc: Don Pouliot, Regional Sales Manager

Enclosures

1	Breath Alcohol Test Instrumentation Required Bid Document(s)
2	Attachment A Response to Technical Specifications
3	Alcotest® 9510 Additional Instrument Features
4	Certificate of Liability Insurance
5	Alcotest® 9510 Descriptive Literature
6	
7	
8	
9	
10	
11	
12	



VERMONT

Purchasing and Contract Administration

1078 US Route 2, Middlesex
Drawer 33 Montpelier, VT 05633-07601
(Phone) 802-828-2211
(Fax) 802-828-2222
www.bgs.state.vt.us/pca

04/24/2006

REQUEST FOR QUOTE
Breath Alcohol Test Instrumentation

This form must be completed and submitted as part of the response for the proposal to be considered valid.

The undersigned agrees to furnish the products or services listed at the prices quoted and, unless otherwise stated by the vendor, the Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

VERMONT TAX CERTIFICATE AND INSURANCE CERTIFICATE

To meet the requirements of Vermont Statute 32 V.S.A. subsection 3113, by law, no agency of the State may enter into extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. subsection 3113. In signing this bid, the bidder certifies under the pains and penalties of perjury that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made.

Bidder further certifies that the company/individual is in compliance with the State's insurance requirements as detailed in section 21 of the Purchasing and Contract Administration Terms and Conditions. All necessary certificates must be received prior to issuance of Purchase Order. If the certificate of insurance is not received by the Division of Purchasing and Contract Administration within five (5) days, the State of Vermont reserves the right to select another vendor. Please reference this RFQ# when submitting the certificate of insurance.

Insurance Certificate: Attached X Will provide upon notification of award: _____ (within 5 days)

Delivery Offered 120 Days After Notice of Award

Terms of Sale Net 30

Quotation Valid for 30 Days After Bid Opening

Date: May 9, 2006

Name of Company: Draeger Safety Diagnostics, Inc. Telephone Number: 970-385-5555

Fed ID or SS Number: 84-1600-159

Fax Number: 970-385-5522

By: [Signature]
Signature (Bid Not Valid Unless Signed)

Name: Hansueli Ryser, Vice President
(Type or Print)

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote number.

1078 US Route 2, Middlesex
Drawer 33 Montpelier, VT 05633-07601
(Phone) 802-828-2211
(Fax) 802-828-2222
www.bgs.state.vt.us/pca

SEALED BID INSTRUCTIONS

All bids must be sealed and must be addressed to the State of Vermont, Purchasing and Contract Administration Division, 1078 US Route 2 - Middlesex, Drawer 33, Montpelier, VT 05633-7601. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.

- 1.1. All bidders are hereby notified that sealed bids must be in the office of the Vermont Purchasing and Contract Administration Division by the time of the bid opening. Bids not in possession of the Purchasing and Contract Administration Division at the time of the bid opening will not be considered, and returned to the vendor.
- 1.2. Purchasing and Contract Administration Division may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: www.bgs.state.vt.us/pca/bids.
- 1.3. All bids will be publicly opened. Any interested party may attend bid openings. Bid results may be requested in writing and are available once an award has been made.
- 1.4. DELIVERY METHODS:
 - 1.4.1. U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to insure receipt by the Purchasing and Contract Administration Division prior to the time of the bid opening.
 - 1.4.2. EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box.
 - 1.4.3. HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.
 - 1.4.4. ELECTRONIC: Electronic bids will not be accepted.

FAX BIDS: Unless otherwise stated, FAXED responses MAY be acceptable. You must contact the purchasing agent and obtain prior approval. If approval is received, the FAX must be prefixed with the "SEALED BID". Bidders are cautioned that if a FAXED response is approved it is their responsibility to originate the message in sufficient time to insure receipt by the Purchasing and Contract Administration Division prior to the time of the bid opening. All relevant pages must be printed and in the possession of the division prior to the date and time of the bid opening or the bid will not be considered. FAXED bidders are cautioned that bids submitted by the FAX method may be compromised prior to the time of the sealed bid opening. FAXED information is accessible when transmitted and confidentiality cannot be guaranteed. A FAXED transmission must be followed by the submission of all material by mail.

Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be outsourced under the terms of any agreement with the State of Vermont. Indicate N/A if not applicable.

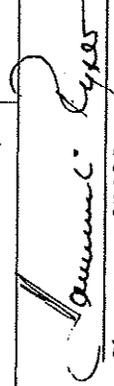
Services:

Proposed Service to be Outsourced	Bid Total or Contract Estimate	Represents what % of total Contract Dollars	Outsourced Dollars	Outsourced Work Location (Country)	Subcontractor
N/A					

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total or Contract Estimate if provided Onshore	Bid Total or Contract Estimate if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor
N/A					

Draeger Safety Diagnostics, Inc.
Name of Bidder:


Signature of Bidder:
Hansueli Ryser, Vice President

May 9, 2006
Date

PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS

1. **Entire Agreement:** This contract represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Statement of Rights:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. The State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the State. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
3. **Responses:** Responses must be submitted on and in accordance with forms or format provided by Purchasing and Contract Administration Division. Prices and information entered on the quote, except signature of vendor, should be typed or printed for legibility. ALL SUBMISSIONS MUST BE SIGNED.
4. **Prices:** Unless otherwise stated, prices are net and no charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.
5. **Taxes:** Most Vermont State purchases are not subject to Federal or State sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont Taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.
6. **Order of Precedence:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
7. **Substitution:** Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Purchasing and Contract Administration Division.
8. **Specification Change:** Any changes or variations in the specifications must be received in writing from the Purchasing and Contract Administration Division. Verbal instructions or written instructions from any other source are not to be considered.
9. **Method of Award:** Awards will be made under the provisions of VSA Title 29 Chapter 49 § 903. The State may award one or more contracts and reserves the right to make additional awards to other vendors who submitted proposals at any time during the first year of the contract if such award is deemed to be in the best interest of the State. Preference shall be given to resident bidders of the State and products raised or manufactured in the State all other things being equal.
10. **Default:** In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
11. **Cancellation:** The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or consistent with the terms of the contract.

12. **Delivery:** Liability for product delivery remains with the contractor until properly delivered and signed for in accordance with the Purchasing and Contract Administration Division's terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers to remain the property of the State unless otherwise stated. Deliveries that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.
13. **Invoicing:** All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.
14. **Non Collusion:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.
15. **Amendments:** No changes, modifications or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
16. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
17. **Applicable Law:** This contract will be governed by the laws of the State of Vermont.
18. **Appropriations:** If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.
19. **No Employee Benefits For Contractor:** The contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the contract. The Contractor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including, but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
20. **Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State. The contractor shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.
21. **Insurance:** Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverage's are in effect. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract.

Workers Compensation: With respect to all operations performed, the contractor shall carry workers compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operation
Independent Contractors' Protective
Products and completed Operations
Personal Injury Liability
Contractual Liability

The Policy shall be of an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products / completed products aggregate
\$50,000 Fire Legal Liability

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 combined single limit. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimum that have been set to protect the interests of the state.

22. **Reliance by the State on Representations:** All payments by the State under this contract will be made in reliance upon the accuracy of all prior representations by the contractor, including but not limited to bills, invoices, progress reports and other proofs of work.
23. **Records Available for Audit:** The Contractor will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and makes them available at reasonable times during the period of the contract and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.
24. **Fair Employment Practices and Americans with Disabilities Act:** Contractor agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Contractor under this contract. Contractor further agrees to include this provision in all subcontracts.
25. **Set Off:** The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
26. **Taxes Due To the State:**
 - a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

27. **Child Support:** (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the _____ date the contract is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

28. **Subcontractors:** Contractor shall not assign or subcontract the performance of his agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include all subcontract agreements and a tax certification in accordance with paragraph 26 above.
29. **No Gifts or Gratuities:** Contractor shall not give title, or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.
30. **Copies:** All written reports prepared under this contract will be printed using both sides of the paper.

USE OF RECYCLED MATERIALS OR PRODUCTS REPORT

November 1, 2004

The Commissioner, in his/her discretion, may spend up to five percent more for comparable products that are made of recycled materials. If products made of recycled materials are to cost more than five percent more than comparable products, the Commissioner shall receive consent of State entities that are to use the product, before completing the order for the materials in question.

All bidders are to complete the following information in reference to each item being quoted. Additional pages may be used if necessary.

<u>Item #</u>	<u>Brand/Manufacturer</u>	<u>% of Recycled Content</u>	<u>% Post-Consumer Content</u>
<u>1</u>	<u>Draeger Alcotest® 9510</u>	<u>0</u>	<u>0</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Draeger Safety Diagnostics, Inc.

Name of Bidder:

Hansueli Ryser

Signature of Bidder:

Hansueli Ryser, Vice President

Date:

May 9, 2006

MERCURY CONTENT CERTIFICATION FORM

February 3, 2003

MERCURY STATEMENT: The State of Vermont is committed to minimizing the amount of mercury utilized in its operations, and desires to eliminate the purchase of products that contain mercury whenever feasible alternatives exist at a reasonable cost and comparable performance. Where mercury-free alternative products do not exist, preference will be given to the purchase of products with the lowest (documented) total mercury content feasible and products that bear a mercury content warning label as required of product manufacturers under Vermont law, Executive Order #03-02.

The State of Vermont urges suppliers to continue to develop, produce, and bring to market appropriate, cost competitive, and effective mercury-free replacements.

MERCURY CONTENT CERTIFICATION

The undersigned hereby certifies that none of the items quoted in this RFQ/RFP and any contract issued as a result contain mercury except as identified below. Bidders shall also specify the amount of mercury contained in any of the products listed below. Additional pages may be used if necessary.

<u>ITEM</u>	<u>PART NUMBER</u>	<u>MERCURY CONTENT</u>
1). None		
2).		
3).		
4).		
5).		

Draeger Safety Diagnostics, Inc.

Name of Bidder:

Hansueli Ryser

Signature of Bidder:

Hansueli Ryser, Vice President

Date:

May 9, 2006

POLITICAL SUBDIVISION QUESTIONNAIRE

PROVISIONS FOR THE PURCHASE OF SUPPLIES, MATERIALS, AND EQUIPMENT FOR TOWNS, SCHOOLS, POLITICAL SUBDIVISIONS, AND INDEPENDENT COLLEGES¹ OF THE STATE OF VERMONT

29 V.S.A., Chapter 49, relating to the duties of the Commissioner of Buildings and General Services, Agency of Administration, authorizes the Purchasing and Contract Administration Division to provide central procurement service to the political subdivisions and the independent colleges of the State.

The Purchasing and Contract Administration Division keeps a current file of the contracts that are available to the political subdivisions and colleges. We are continually interested in expanding this file and would appreciate a positive response to the following questions:

1. Will you furnish the requirements of the political subdivisions of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes X No
2. Will you furnish the requirements of the independent colleges of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes X No
3. If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs.

It should be noted, if you agree to furnish the political subdivisions or colleges, all such items furnished will be billed directly to and paid for by the political subdivision or college and neither the State of Vermont, nor its Commissioner of Buildings and General Services, personally or officially assumes any responsibility.

 Vice President
RESPONSE TITLE:

 May 9, 2006
DATE:

 Draeger Safety Diagnostics, Inc.
FIRM NAME:

 Hansueli Ryser
BY: Hansueli Ryser, Vice President

¹Independent Colleges are "any institution of higher education chartered in VT and accredited or holding a certificate of approval from the State Board of Education."

PURCHASING CARD QUESTIONNAIRE

Vendors are required to respond to the following questions.

1. Do you currently accept Visa?

Yes No

2. Would you accept the Visa Purchasing Card as a form of payment?

Yes No

3. Would any additional discount be offered for use of the Card as payment? If so, What?

Yes No If Yes, What: _____

* Please See Attachment A

BREATH ALCOHOL TEST INSTRUMENTATION SPECIFICATIONS

April 24, 2006

GENERAL SPECIFICATIONS:

Model provided must be approved by the USDOT National Highway Traffic Safety Administration for use as an evidential breath alcohol testing device.

One year manufacturer's warranty for parts and labor.

One year software support for change of security codes, test sequence, test record format and test data display and document printing format.

All units to be delivered within 120 after receipt of order.

Manufacturer will provide a minimum of two days of on-site training for operation, maintenance and basic repair within 90 days of the first delivery of units.

PHYSICAL SPECIFICATIONS:

Maximum footprint: 24" x 24"

Maximum Unit Weight: 25 lbs.

Operational with either AC or DC power.

Power requirements: 115VAC +/- 5VAC/60 HZ and 12 VDC

External printer capable; USB connection; HP-PCL Capable

USB/PS2 keyboard

Magnetic strip card reader capable

Liquid Crystal Display with ability to display: real time alcohol concentration during testing process; real time breath flow rate and volume; real time simulator temperature display; barometric pressure; detector voltage; instrument status checks, eg. Heated zone temperatures, internal standard check result; data value vs time plot for all of the above.

Heated breath and simulator vapor delivery tubes.

Capacity for both wet bath and dry gas calibration and test sequence calibration checks.

1 RS-232 communications port.

1 communications port for monitoring attached simulator temperature

1 USB port assigned for data transfer to external computer

2 unassigned USB ports for future additions.

1 high speed modem for data transfer via telephone lines

1 Ethernet communications port

Infrared-based analytical technology for both qualitative and quantitative determination of ethanol vapor; including at least 3 filters at appropriate wavelengths to identify potentially interfering substances.

CPU operating at 128 MHz or faster.

Operating software with complete documentation/description of analytical algorithms available, with legal protections, for support of defense against legal challenges.

Software capable of providing at least 4 levels of security defining access to various instrument functions.

Capability for operating sequence, data collection, and diagnostic test software updates uploaded from remote source.

Capability for transferring data to standard business software packages e.g. Microsoft Office or Corel Office.

PERFORMANCE SPECIFICATIONS:

In addition to meeting NHTSA performance criteria for evidential devices, the instrument must meet the following criteria:

Must require a minimum of 1.5 L of breath to be delivered in a single, steady exhalation for alcohol content to be reported.

Breath volume for a successful test must be recorded and reported to +/- 0.1 L

Breath flow rate must be monitored and data available to print a graphic presentation of the breath flow profile.

Must have a means of detecting mouth alcohol at a level of 0.02g/210 L or greater or any other source of an apparent alcohol concentration spike occurring during the presentation of actual or simulated breath for analysis.

Must report breath or simulated breath alcohol vapor concentration in g EtOH/210 L air.

Must be capable of detecting and reporting the presence of potentially interfering volatile organic compounds at a level of 0.02 g/210 L or greater, apparent alcohol concentration.

Must be capable of determining the alcohol concentration of a vapor sample from a source with a known concentration to within +/- 5%.

Must be capable of determining the concentration of replicate samples of alcohol vapor with a precision of no more than +/- 5% from the mean of the concentration and with a standard deviation of no greater than 2%.

Must be capable of displaying alcohol concentrations in the range of 0.0 to .60 g/210 L

DATA SPECIFICATIONS:

Instrument must be capable of collecting and storing calibration data and all monitored test data including the data from subject breath tests, supervisory/performance check tests, and diagnostic tests.

System function errors or status checks which are out of control must be stored as retrievable data.

System must be capable of storing test data for up to 500 tests and capable of transferring that data to an external computer through either Ethernet connection or via phone modem.

Test record and report format to be determined at the time of purchase.

- does not include custom software specifications for test sequence; test record data; etc. – tbd later.

Request for Quotation



Return Bid To:

Dept of Buildings & General Svcs
Purchasing & Contract Admin
Drawer 33
1078 US Rte 2 - Middlesex
Montpelier VT 05633-7601

Request Quote ID.	Date	Buyer	Page
03420 - 0000000033	04/19/2006	Smith, Steven	1
Payment Terms	Date Quote Open	Closing	
Net 30	04/24/2006	05/10/2006 02:00:00 PM	

Vendor:

Draeger Safety Diagnostics, Inc.
83 Davidson Creek Road, Unit A
Durango, CO 81301

Ship To: Department of Health
State Laboratory
195 Colchester Ave
Burlington VT 05401

Description	Qty	UM	Unit Price	Extended Amount
1 EVIDENTIAL BREATH ALCOHOL TEST INSTRUMENTATION PER ATTACHED SPECIFICATIONS.	20.00	EA	\$7,995.00	\$159,900.00

Freight Terms: FOBDEST

Ship Via: BESTWAY

QUOTING: MFR: Draeger Safety Diagnostics, Inc.

MODEL: Alcotest® 9510

WARRANTY: 1 Year parts & labor / 5 Year on the IR Source

BIDDERS ARE TO INCLUDE DESCRIPTIVE LITERATURE FOR ITEM OFFERED.

*VENDOR BIDS MUST INCLUDE DESCRIPTION OF SPECIFICATIONS NOT MET BY THE PRODUCT BEING BID AND, WHERE APPROPRIATE, A DESCRIPTION OF HOW THE REQUIRED FUNCTION IS MET BY THEIR DESIGN.

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Request for Quotation



Return Bid To:
Dept of Buildings & General Svcs
Purchasing & Contract Admin
Drawer 33
1078 US Rte 2 - Middlesex
Montpelier VT 05633-7601

Request Quote ID.	Date	Buyer	Page
03420 - 0000000033	04/19/2006	Smith, Steven	2
Payment Terms	Date Quote Open	Closing	
Net 30	04/24/2006	05/10/2006	02:00:00 PM

Vendor:

Draeger Safety Diagnostics, Inc.
83 Davidson Creek Road, Unit A
Durango, CO 81301

Ship To: Department of Health
State Laboratory
195 Colchester Ave
Burlington VT 05401

Description	Qty	UM	Unit Price	Extended Amount
Alcotest® 9510	20	each	\$7,995.00	\$159,900.00

The undersigned agrees to furnish the products or services listed at the prices quoted and, unless otherwise stated by the vendor, the Terms of Sales are Net 30 Days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

VERMONT TAX CERTIFICATE AND INSURANCE CERTIFICATE

To meet the requirements of Vermont Statute 32 V.S.A. subsection 3113, by law, no agency of the State may enter into, extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. subsection 3113. In signing this bid, the bidder certifies under the pains and penalties of perjury that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date this statement is made.

Bidder further certifies that the company/individual is in compliance with the States insurance requirements must be received prior to issuance of Purchase Order. If the certificate of insurance is not received by the Division of Purchasing and Contract Administration within five (5) days, the State of Vermont reserves the right to select another vendor. Please reference this RFQ# when submitting the certificate of insurance.

Insurance Certificate: Attached Will provide upon notification of award: _____ (within 5 days)

Delivery Offered 120 ARO Days After Notice of Award

Terms of Sale Net 30

Quotation Valid for 30 Days After Bid Opening

Date: May 9, 2006

Name of Company: Draeger Safety Diagnostics, Inc. Telephone Number: 970-385-5555

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Request for Quotation



Return Bid To:

Dept of Buildings & General Svcs
Purchasing & Contract Admin
Drawer 33
1078 US Rte 2 - Middlesex
Montpelier VT 05633-7601

Request Quote ID.	Date	Buyer	Page
03420 - 0000000033	04/19/2006	Smith, Steven	3
Payment Terms	Date Quote Open	Closing	
Net 30	04/24/2006	05/10/2006 02:00:00 PM	

Vendor:

Draeger Safety Diagnostics, Inc.
83 Davidson Creek Road, Unit A
Durango, CO 81301

Ship To: Department of Health
State Laboratory
195 Colchester Ave
Burlington VT 05401

Description	Qty	UM	Unit Price	Extended Amount
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Alcotest® 9510	20	each	\$7,995.00	\$159,900.00
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Fed ID or SS Number: 84-1600159

Fax Number: 970-385-5522

By: *Hansueli Ryser*
Signature (Bid Not Valid Unless Signed)

Name: Hansueli Ryser, Vice President
(Type or Print)

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Draeger Safety Diagnostics, Inc.

REQUEST FOR QUOTATION

REQUISITION NUMBER: 03420-33

DATE OF BID OPENING: May 10, 2006

TIME OF BID OPENING: 2:00 P.M.

**BREATH ALCOHOL TEST INSTRUMENTATION SPECIFICATIONS
GENERAL SPECIFICATIONS:**

Model provided must be approved by the USDOT National Highway Traffic Safety Administration for use as an evidential breath alcohol testing device.

The Alcotest 9510 was submitted to NHTSA for compliance testing on April 14, 2006. It is anticipated that the tests will be completed by the end of May.

One year manufacturer's warranty for parts and labor.

**The Alcotest 9510 carries a one year warranty on parts and labor.
The IR source is warranted for 5 years.**

One year software support for change of security codes, test sequence, test record format and test data display and document printing format.

Draeger warrants one year of software support for the specified tasks.

All units to be delivered within 120 after receipt of order.

All Alcotest 9510 will be shipped 120 days ARO.

Manufacturer will provide a minimum of two days of on-site training for operation, maintenance and basic repair within 90 days of the first delivery of units.

Draeger will provide on-site training as specified.

PHYSICAL SPECIFICATIONS:

Maximum footprint: 24" x 24".

The Alcotest 9510's footprint is less than specified: 12.9" x 9.8".

Maximum Unit Weight: 25 lbs.

The Alcotest 9510's weight is less than specified: 15.3 lbs.

Operational with either AC or DC power.

Power requirements: 115VAC +/- 5VAC/60 HZ and 12 VDC.

The Alcotest 9510 operates under a broader supply voltage range than specified: From 82VAC to 264VAC / 50 or 60 HZ and 12VDC.

External printer capable; USB connection; HP-PCL Capable.

The Alcotest 9510 is capable of printing to most common PC printers, via USB interface.

USB/PS2 keyboard.

The Alcotest 9510 can be operated via a USB keyboard.

Magnetic strip card reader capable.

The Alcotest 9510 can be interfaced with a magnetic strip card reader.

Liquid Crystal Display with ability to display: real time alcohol concentration during testing process; real time breath flow rate and volume; real time simulator temperature display; barometric pressure; detector voltage; instrument status checks, eg. Heated zone temperatures, internal standard check result; data value vs time plot for all of the above.

- **The Alcotest 9510 offers a large, color Liquid Crystal Display.**
- **The instrument is capable of displaying real time IR absorption curve, real time breath flow curve, current barometric pressure, simulator temperature, instrument status, breath hose and chamber temperature.**
- **The instrument's detector output is integrated rather than voltage converted. Working with the detector's integral eliminates the disadvantage of capacitor leakage when working with the detector voltage, as utilized in earlier IR instrumentation.**
- **The Alcotest 9510 does not employ an "internal standard" (attenuating quartz). Draeger believes that the instrument's accuracy should be verified in respect to Beer-Lambert's Law thus, absorbing energy by either the O-H stretch or the C-H vibration (water/ethanol vapor or ethanol/nitrogen dry-gas).**

Heated breath and simulator vapor delivery tubes.

The Alcotest 9510 is compliant with the specific requirement. The breath hose employs two (redundant) temperature sensors.

Capacity for both wet bath and dry gas calibration and test sequence calibration checks.

The Alcotest 9510 is compliant with the specific requirement.

1 RS-232 communications port.

The Alcotest 9510 employs a RS-232 serial interface port.

1 communications port for monitoring attached simulator temperature.
The Alcotest 9510 is compliant with the specific requirement.

1 USB port assigned for data transfer to external computer.
The Alcotest 9510 allows data transfer to a PC via memory stick of the USB, modem, Ethernet, RS-232, Bluetooth, GSM.

2 unassigned USB ports for future additions.
The Alcotest 9510 comes standard with 3 USB ports.

1 high speed modem for data transfer via telephone lines.
The Alcotest 9510 complies with the specific requirement.

1 Ethernet communications port.
The Alcotest 9510 complies with the specific requirement.

Infrared-based analytical technology for both qualitative and quantitative determination of ethanol vapor; including at least 3 filters at appropriate wavelengths to identify potentially interfering substances.

The Alcotest 9510's IR system operates at the preferred and more alcohol specific wavelength of 9.5 μm . Therefore, there is no need for additional IR filters, or for a filter/chopper wheel.

CPU operating at 128 MHz or faster.
The Alcotest 9510 complies with the specific requirement.

Operating software with complete documentation/description of analytical algorithms available, with legal protections, for support of defense against legal challenges.
The Alcotest 9510 complies with the specific requirement. Plus, Draeger will submit a License For Use of the State specific firmware.

Software capable of providing at least 4 levels of security defining access to various instrument functions.
The Alcotest 9510 complies with the specific requirement.

Capability for operating sequence, data collection, and diagnostic test software updates uploaded from remote source.
The Alcotest 9510 complies with the specific requirement.

Capability for transferring data to standard business software packages e.g. Microsoft Office or Corel Office.
The Alcotest 9510 complies with the specific requirement.

PERFORMANCE SPECIFICATIONS:

In addition to meeting NHTSA performance criteria for evidential devices, the instrument must meet the following criteria:

Must require a minimum of 1.5 L of breath to be delivered in a single, steady exhalation for alcohol content to be reported.

The Alcotest 9510 complies with the specific requirement.

Breath volume for a successful test must be recorded and reported to +/- 0.1 L.

The Alcotest 9510 complies with the specific requirement.

Breath flow rate must be monitored and data available to print a graphic presentation of the breath flow profile.

The Alcotest 9510 complies with the specific requirement.

Must have a means of detecting mouth alcohol at a level of 0.02g/210 L or greater or any other source of an apparent alcohol concentration spike occurring during the presentation of actual or simulated breath for analysis.

The Alcotest 9510 complies with the specific requirement.

Must report breath or simulated breath alcohol vapor concentration in g EtOH/210 L air.

The Alcotest 9510 complies with the specific requirement.

Must be capable of detecting and reporting the presence of potentially interfering volatile organic compounds at a level of 0.02 g/210 L or greater, apparent alcohol concentration.

The Alcotest 9510 complies with the specific requirement.

Must be capable of determining the alcohol concentration of a vapor sample from a source with a known concentration to within +/- 5%.

**The Alcotest 9510's accuracy performance is +/- 5%
or +/- 0.005g/210L whichever is greater.**

Must be capable of determining the concentration of replicate samples of alcohol vapor with a precision of no more than +/- 5% from the mean of the concentration and with a standard deviation of no greater than 2%.

The Alcotest 9510 complies with the specific requirement.

Must be capable of displaying alcohol concentrations in the range of 0.0 to .60 g/210 L.

The Alcotest 9510 complies with the specific requirement.

DATA SPECIFICATIONS:

Instrument must be capable of collecting and storing calibration data and all monitored test data including the data from subject breath tests, supervisory/performance check tests, and diagnostic tests.

The Alcotest 9510 complies with the specific requirement.

System function errors or status checks which are out of control must be stored as retrievable data.

The Alcotest 9510 complies with the specific requirement.

System must be capable of storing test data for up to 500 tests and capable of transferring that data to an external computer through either Ethernet connection or via phone modem.

The Alcotest 9510 complies with the specific requirement.

Test record and report format to be determined at the time of purchase.

Understood.

- does not include custom software specifications for test sequence; test record data; etc. – tbd later.

Will be addressed later per Vermont's request.

Draeger Safety Diagnostics, Inc.

REQUEST FOR QUOTATION

REQUISITION NUMBER: 03420-33

DATE OF BID OPENING: May 10, 2006

TIME OF BID OPENING: 2:00 P.M.

IN ADDITION TO VERMONT'S TECHNICAL REQUIREMENT, THE ALCOTEST 9510 OFFERS THE FOLLOWING SIGNIFICANT ADDITIONAL FEATURES:

1. The instrument offers alcohol quantification of the same specimen by its second, independent technology (Electro Chemical Cell). This increases the result's forensic integrity exponentially.
2. Analysis of the breath specimen by two independent technologies renders the instrument ethanol specific with unsurpassed alcohol specificity.
3. The Electro Chemical Cell allows a true and absolute analysis of the ambient air check to assure correct IR-zero-setting prior to the breath test. This is not possible with an IR-only instrument.
4. The touch screen display offers a virtual keyboard, eliminating the need for an external keyboard. The keys are large enough to activate them with the bare finger.
5. The Alcotest 9510 doesn't require a filter/chopper wheel thus; the instrument may be operated on an uneven surface, in a mobile environment or even upside-down.
6. Aside the standard communication interfaces (RS-232, USB, Modem, Ethernet and IrDA) the instrument offers optional Bluetooth and GSM communication.
7. The Alcotest 9510 employs a monitor output (external projector or external monitor).
8. The Alcotest 9510's IR source is warranted for five years.
9. The instrument has been tested against the OIML R-126 specifications and found to be compliant.
10. The external keyboard can also be operated wire-less via the IrDA port.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID WU
DRAEG51

DATE (MM/DD/YYYY)
06/29/05

PRODUCER
Hilb Rogal & Hobbs
U.S. Steel Tower
600 Grant Street, Suite 5500
Pittsburgh PA 15219
Phone: 412-281-3353 Fax: 412-281-1536

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Draeger Safety
Diagnostics, Inc.
185 Suttle Street, Ste. 209
Durango CO 81303-7911

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers P&C Co. of America	25674D
INSURER B:	Travelers Indemnity Company	25658
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	Y630201D2928TIL05	07/01/05	07/01/06	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
					PERSONAL & ADV INJURY	\$ 1000000
					GENERAL AGGREGATE	\$ 5000000
					PRODUCTS - COMP/OP AGG	\$ EXCLUDED
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY	810201D2965TIL05	07/01/05	07/01/06	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO					
A	EXCESS/UMBRELLA LIABILITY	EX201D2953TIL05	07/01/05	07/01/06	EACH OCCURRENCE	\$ 5000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB201D2916IND05	07/01/05	07/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

0000000

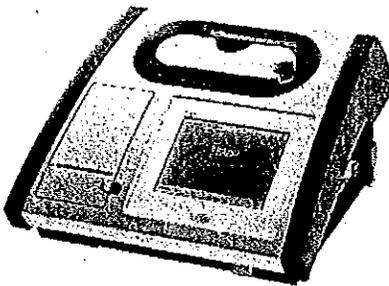
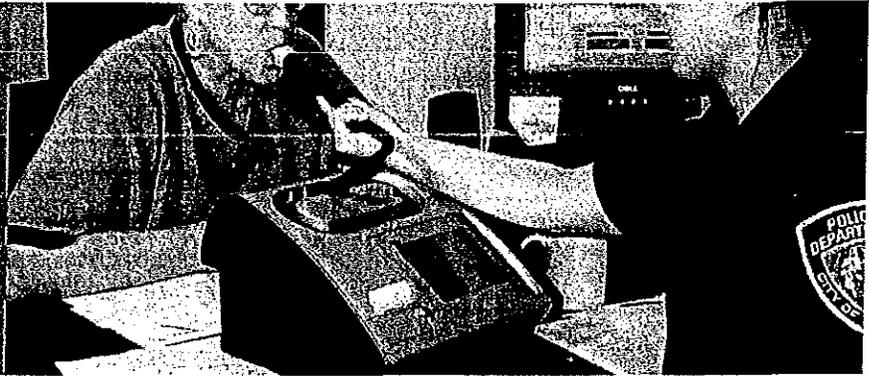
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

EVIDENCE OF INSURANCE

AUTHORIZED REPRESENTATIVE

Janice Phipps

Draeger Alcotest® 9510



Draeger Alcotest® 9510

Mobile or Stationary Application

The instrument operates on 90 to 260 VAC and 12 VDC without activating a switch or without requiring a power adapter or a power inverter.

True "Ambient" Air Check

Only a fuel cell analysis of the air in the IR chamber can provide assurance that the IR system is truly set to zero prior to a breath test.

Breath Hose

The long, flexible breath hose is temperature-controlled. This prevents it from overheating which can damage the hose material and cause internal equipment failure.

Breath Temperature Measurement

The temperature of each breath sample is standardized to 93°F (34°C).

Deep Lung Sampling

Four precise minimum breath criteria must be met to ensure a deep lung sample: minimum flow rate, minimum time, minimum volume and level slope.

Diagnostic Checks

The instrument performs intricate diagnostic checks on a continuous basis. Tests are aborted if a hardware or software error occurs.

Interface Flexibility

The Alcotest® 9510 allows for data collection, downloads, transmission and communication with a central computer. The unit utilizes a host of communications ports—modem, ethernet, GSM, USB, IrDA, and RS-232.

Display Options

Text is shown on a high-resolution touch screen that is available in monochrome or color.

Internal Printer

The high resolution, thermal printer is fast and quiet. It needs no printer cartridge or ink to operate.

External Printer

A USB interface allows printing to an external PC printer.

Dual Sensor

The Draeger Alcotest® 9510 employs two different technologies capable of analyzing, measuring and displaying two independent evidential BrAC results, representing the highest possible level of forensic integrity.

Infrared Sensor

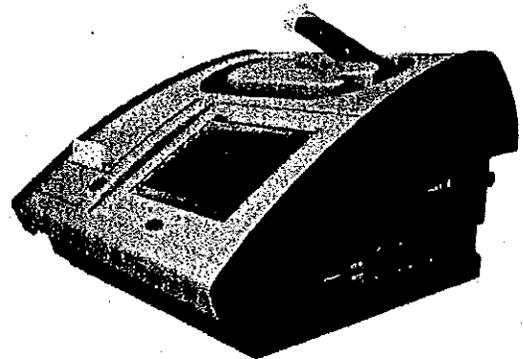
9.5µm IR photometry represents the most significant advancement in IR Breath analysis in 20 years. It eliminates the need for a chopper wheel with multiple optical filters and ends the search for better specificity for alcohol. The 9.5µm technology is virtually non-sensitive to any potentially interfering substance in the breath of a subject.

Fuel Cell

The Draeger heated and temperature-controlled Fuel Cell is accurate, reliable, and recovers quickly, even after exposure to high alcohol concentrations. It has earned an outstanding worldwide reputation within the forensic and law enforcement communities.

TECHNICAL SPECIFICATIONS

Operating Temperature	0°C to 45°C (32°F to 113°F)
Storage Temperature	-20°C to 70°C (-4°F to 158°F) (greater than 50°C (122°F) for a few hours only)
Humidity (operation and storage)	10% to 99% (non condensing)
Atmospheric Pressure (operation and storage)	600 hPa to 1300 hPa
Measurement Range	0 to 0.600% (correlated to blood-alcohol); 0 to 3 mg/L (breath-alcohol)
Maximum Error (standard deviation)	±5% or ±0.005 BAC (whichever is greater)
Warm-Up Time	20°C (68°F) in less than 15 minutes; 0°C (32°F) in less than 25 minutes; 12-volt operation at 20°C (68°F) in less than 20 minutes
AC Operating Voltage	AC 90-260 volt, 47-63 Hz
12-volt Supply	10.5 volts to 15.0 volts
Power Consumption	60 W (during warm-up); 25 W (during measurement)
Dimensions	32.8 cm x 25.9 cm x 6.6 cm (front)/18.5 cm(back) (12.9" x 9.8" x 2.2" (front)/7.3" (back))
Weight (excluding external keyboard)	6.9 kg; 15.3 lbs.
Optional Features	
Breath Temperature Sensing	Allows the measurement of the subject's breath to address potential legal challenges
Simulator Probe	Electronically monitors the simulator solution temperature
Simulator Control Unit	Turns simulator on and off, as directed by the 7110 for automatic standard checks.
Organizer Stand	Makes it easy to manage your Breath Testing Program needs



SUBSIDIARIES

USA
 Draeger Safety Diagnostics, Inc.
 8300 Sterling Street
 Irving, TX 76083
 Tel: +1 872 929 1100
 Fax: +1 872 929 1105
 Email: DSDInfo@draeger.net
 Web: www.draeger-breathalyzer.com

CANADA
 Draeger Safety Canada Ltd.
 7665 Danbro Greenway
 Mississauga, ON L4N 8P9
 Tel: +1 905 821 8888
 Fax: +1 905 821 2585
 Email: sales.canada@draeger.com
 Web: www.draeger-safety.com

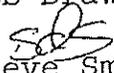
MEXICO
 Draeger Safety S.A. de C.V.
 Av. Penugue No. 6, Ecogga No. 37
 Fraccionamiento Industrial
 San Pedro, Queretaro, CRO
 C.P. 76100, Mexico
 Tel: 011 52 442 246 1113
 Fax: 011 52 442 246 1114
 Email: ventas.mexico@draeger.com
 Web: www.draeger-safety.com

Department of Buildings and General Services
Purchasing & Contract Administration
1078 US Route 2 Middlesex
Drawer 33 Montpelier VT 05633-7601
www.bgs.state.vt.us

{phone} 802-828-2211
{fax} 802-828-2222

Agency of Administration

MEMORANDUM

TO: Bob Drawbaugh, Health Department
FROM:  Steve Smith, Purchasing Agent
DATE: May 11, 2006
SUBJECT: Request for Quotation, Breath Alcohol Test Instrumentation

Attached are copies of the two bids received against subject requisition.

Please review and forward you comments and recommendation to me as soon as possible.

Please remember, the cutoff date for purchase orders to be budget checked and approved is 06/01/2006.

Thanks

E-mail address: Steven.smith@state.vt.us

Tel #: 828-4681

5/16/06 - per phone call from Bob Drawbaugh,
GO W/ ~~NAAS~~ NPAS



Smith, Steven

From: Williams, Dawn [DWillia@vdh.state.vt.us]
Sent: Thursday, May 11, 2006 9:36 AM
To: Smith, Steven
Subject: RE: Bob Drawbaugh

Vermont Department of Health
Robert Drawbaugh, Laboratory
195 Colchester Avenue
Burlington VT 05401

-----Original Message-----

From: Smith, Steven [mailto:steven.smith@state.vt.us]
Sent: Thursday, May 11, 2006 9:35 AM
To: Williams, Dawn
Subject: Bob Drawbaugh

Dawn,

I need to send copies of bids to Bob. What is his mailing address?

Thanks

Steve Smith

Purchasing Agent
State of Vermont
Dept. of Buildings & General Services
Purchasing & Contracting Division
1078 U.S. RTE 2 - Middlesex
Drawer 33
Montpelier, VT 05633-7601
Tel.#802-828-4681
Fax #802-828-2222
Email: Steven.smith@state.vt.us
<http://www.bgs.state.vt.us/pca>



1078 US Route 2, Middlesex
Drawer 33 Montpelier, VT 05633-07601
(Phone) 802-828-2211
(Fax) 802-828-2222
www.bgs.state.vt.us/pca

SEALED BID

REQUEST FOR QUOTATION

DATE: April 24, 2006

REQUISITION NUMBER: 03420-33

DATE OF BID OPENING: May 10, 2006

TIME OF BID OPENING: 2:00 P.M.

LOCATION OF BID OPENING: 1078 US Route 2, Middlesex

ATTACHMENTS OR SPECIFICATIONS THAT APPLY TO THIS RFQ:

- Sealed Bid Instructions
- Detailed Specifications for Breath Alcohol Test Instrumentation, pages 1-3, dated 04/24/2006 .
- Purchasing and Contract Administration Terms and Conditions dated 11/01/04
- Recycled Materials or Products Report dated 11/01/04
- Political Subdivision Questionnaire
- Mercury Content Certification Form dated 02/03/03
- Purchasing Card Questionnaire

PURCHASING AGENT: Steve Smith
TELEPHONE: (802) 828-4681
E-MAIL: Steven.smith@state.vt.us
FAX: (802) 828-2222



VERMONT

Purchasing and Contract Administration

1078 US Route 2, Middlesex
Drawer 33 Montpelier, VT 05633-07601
(Phone) 802-828-2211
(Fax) 802-828-2222
www.bgs.state.vt.us/pca

04/24/2006

REQUEST FOR QUOTE
Breath Alcohol Test Instrumentation

This form must be completed and submitted as part of the response for the proposal to be considered valid.

The undersigned agrees to furnish the products or services listed at the prices quoted and, unless otherwise stated by the vendor, the Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

VERMONT TAX CERTIFICATE AND INSURANCE CERTIFICATE

To meet the requirements of Vermont Statute 32 V.S.A. subsection 3113, by law, no agency of the State may enter into extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. subsection 3113. In signing this bid, the bidder certifies under the pains and penalties of perjury that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made.

Bidder further certifies that the company/individual is in compliance with the State's insurance requirements as detailed in section 21 of the Purchasing and Contract Administration Terms and Conditions. All necessary certificates must be received prior to issuance of Purchase Order. If the certificate of insurance is not received by the Division of Purchasing and Contract Administration within five (5) days, the State of Vermont reserves the right to select another vendor. Please reference this RFQ# when submitting the certificate of insurance.

Insurance Certificate: Attached _____ Will provide upon notification of award: _____ (within 5 days)

Delivery Offered _____ Days After Notice of Award

Terms of Sale _____

Quotation Valid for _____ Days _____

Date: _____

Name of Company: _____

Telephone Number: _____

Fed ID or SS Number: _____

Fax Number: _____

By: _____
Signature (Bid Not Valid Unless Signed)

Name: _____
(Type or Print)

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote number.

1078 US Route 2, Middlesex
Drawer 33 Montpelier, VT 05633-07601
(Phone) 802-828-2211
(Fax) 802-828-2222
www.bgs.state.vt.us/pca

SEALED BID INSTRUCTIONS

All bids must be sealed and must be addressed to the State of Vermont, Purchasing and Contract Administration Division, 1078 US Route 2 - Middlesex, Drawer 33, Montpelier, VT 05633-7601. **BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.**

- 1.1. All bidders are hereby notified that sealed bids must be in the office of the Vermont Purchasing and Contract Administration Division by the time of the bid opening. Bids not in possession of the Purchasing and Contract Administration Division at the time of the bid opening will not be considered, and returned to the vendor.
- 1.2. Purchasing and Contract Administration Division may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: www.bgs.state.vt.us/pca/bids.
- 1.3. All bids will be publicly opened. Any interested party may attend bid openings. Bid results may be requested in writing and are available once an award has been made.
- 1.4. DELIVERY METHODS:
 - 1.4.1. U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to insure receipt by the Purchasing and Contract Administration Division prior to the time of the bid opening.
 - 1.4.2. EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box.
 - 1.4.3. HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.
 - 1.4.4. ELECTRONIC: Electronic bids will not be accepted.

FAX BIDS: Unless otherwise stated, FAXED responses MAY be acceptable. You must contact the purchasing agent and obtain prior approval. If approval is received, the FAX must be prefixed with the "SEALED BID". Bidders are cautioned that if a FAXED response is approved it is their responsibility to originate the message in sufficient time to insure receipt by the Purchasing and Contract Administration Division prior to the time of the bid opening. All relevant pages must be printed and in the possession of the division prior to the date and time of the bid opening or the bid will not be considered. FAXED bidders are cautioned that bids submitted by the FAX method may be compromised prior to the time of the sealed bid opening. FAXED information is accessible when transmitted and confidentiality cannot be guaranteed. A FAXED transmission must be followed by the submission of all material by mail.

Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be outsourced under the terms of any agreement with the State of Vermont. Indicate N/A if not applicable.

Services:

Proposed Service to be Outsourced	Bid Total or Contract Estimate	Represents what % of total Contract Dollars	Outsourced Dollars	Outsourced Work Location (Country)	Subcontractor

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total or Contract Estimate if provided Onshore	Bid Total or Contract Estimate if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor

Name of Bidder: _____ Signature of Bidder: _____ Date: _____

PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS

1. **Entire Agreement:** This contract represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Statement of Rights:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. The State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the State. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
3. **Responses:** Responses must be submitted on and in accordance with forms or format provided by Purchasing and Contract Administration Division. Prices and information entered on the quote, except signature of vendor, should be typed or printed for legibility. **ALL SUBMISSIONS MUST BE SIGNED.**
4. **Prices:** Unless otherwise stated, prices are net and no charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.
5. **Taxes:** Most Vermont State purchases are not subject to Federal or State sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont Taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.
6. **Order of Precedence:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
7. **Substitution:** Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Purchasing and Contract Administration Division.
8. **Specification Change:** Any changes or variations in the specifications must be received in writing from the Purchasing and Contract Administration Division. Verbal instructions or written instructions from any other source are not to be considered.
9. **Method of Award:** Awards will be made under the provisions of VSA Title 29 Chapter 49 § 903. The State may award one or more contracts and reserves the right to make additional awards to other vendors who submitted proposals at any time during the first year of the contract if such award is deemed to be in the best interest of the State. Preference shall be given to resident bidders of the State and products raised or manufactured in the State all other things being equal.
10. **Default:** In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
11. **Cancellation:** The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or consistent with the terms of the contract.

12. **Delivery:** Liability for product delivery remains with the contractor until properly delivered and signed for in accordance with the Purchasing and Contract Administration Division's terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers to remain the property of the State unless otherwise stated. Deliveries that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.
13. **Invoicing:** All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.
14. **Non Collusion:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.
15. **Amendments:** No changes, modifications or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
16. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
17. **Applicable Law:** This contract will be governed by the laws of the State of Vermont.
18. **Appropriations:** If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.
19. **No Employee Benefits For Contractor:** The contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the contract. The Contractor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including, but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
20. **Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State. The contractor shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.
21. **Insurance:** Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverage's are in effect. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract.

Workers Compensation: With respect to all operations performed, the contractor shall carry workers compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operation
Independent Contractors' Protective
Products and completed Operations
Personal Injury Liability
Contractual Liability

The Policy shall be of an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products / completed products aggregate
\$50,000 Fire Legal Liability

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 combined single limit. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimum that have been set to protect the interests of the state.

22. **Reliance by the State on Representations:** All payments by the State under this contract will be made in reliance upon the accuracy of all prior representations by the contractor, including but not limited to bills, invoices, progress reports and other proofs of work.
23. **Records Available for Audit:** The Contractor will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and makes them available at reasonable times during the period of the contract and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.
24. **Fair Employment Practices and Americans with Disabilities Act:** Contractor agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Contractor under this contract. Contractor further agrees to include this provision in all subcontracts.
25. **Set Off:** The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
26. **Taxes Due To the State:**
 - a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

27. **Child Support:** (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the _____ date the contract is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

28. **Subcontractors:** Contractor shall not assign or subcontract the performance of his agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include all subcontract agreements and a tax certification in accordance with paragraph 26 above.

29. **No Gifts or Gratuities:** Contractor shall not give title, or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.

30. **Copies:** All written reports prepared under this contract will be printed using both sides of the paper.

USE OF RECYCLED MATERIALS OR PRODUCTS REPORT

November 1, 2004

The Commissioner, in his/her discretion, may spend up to five percent more for comparable products that are made of recycled materials. If products made of recycled materials are to cost more than five percent more than comparable products, the Commissioner shall receive consent of State entities that are to use the product, before completing the order for the materials in question.

All bidders are to complete the following information in reference to each item being quoted. Additional pages may be used if necessary.

<u>Item #</u>	<u>Brand/Manufacturer</u>	<u>% of Recycled Content</u>	<u>% Post-Consumer Content</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Bidder:

Signature of Bidder:

Date:

MERCURY CONTENT CERTIFICATION FORM

February 3, 2003

MERCURY STATEMENT: The State of Vermont is committed to minimizing the amount of mercury utilized in its operations, and desires to eliminate the purchase of products that contain mercury whenever feasible alternatives exist at a reasonable cost and comparable performance. Where mercury-free alternative products do not exist, preference will be given to the purchase of products with the lowest (documented) total mercury content feasible and products that bear a mercury content warning label as required of product manufacturers under Vermont law, Executive Order #03-02.

The State of Vermont urges suppliers to continue to develop, produce, and bring to market appropriate, cost competitive, and effective mercury-free replacements.

MERCURY CONTENT CERTIFICATION

The undersigned hereby certifies that none of the items quoted in this RFQ/RFP and any contract issued as a result contain mercury except as identified below. Bidders shall also specify the amount of mercury contained in any of the products listed below. Additional pages may be used if necessary.

<u>ITEM</u>	<u>PART NUMBER</u>	<u>MERCURY CONTENT</u>
1). _____	_____	_____
2). _____	_____	_____
3). _____	_____	_____
4). _____	_____	_____
5). _____	_____	_____

Name of Bidder:

Signature of Bidder:

Date:

POLITICAL SUBDIVISION QUESTIONNAIRE

PROVISIONS FOR THE PURCHASE OF SUPPLIES, MATERIALS, AND EQUIPMENT FOR TOWNS, SCHOOLS, POLITICAL SUBDIVISIONS, AND INDEPENDENT COLLEGES¹ OF THE STATE OF VERMONT

29 V.S.A., Chapter 49, relating to the duties of the Commissioner of Buildings and General Services, Agency of Administration, authorizes the Purchasing and Contract Administration Division to provide central procurement service to the political subdivisions and the independent colleges of the State.

The Purchasing and Contract Administration Division keeps a current file of the contracts that are available to the political subdivisions and colleges. We are continually interested in expanding this file and would appreciate a positive response to the following questions:

1. Will you furnish the requirements of the political subdivisions of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes _____ No _____
2. Will you furnish the requirements of the independent colleges of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes _____ No _____
3. If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs.

It should be noted, if you agree to furnish the political subdivisions or colleges, all such items furnished will be billed directly to and paid for by the political subdivision or college and neither the State of Vermont, nor its Commissioner of Buildings and General Services, personally or officially assumes any responsibility.

RESPONSE TITLE:

FIRM NAME:

DATE:

BY:

¹Independent Colleges are "any institution of higher education chartered in VT and accredited or holding a certificate of approval from the State Board of Education."

PURCHASING CARD QUESTIONNAIRE

Vendors are required to respond to the following questions.

1. Do you currently accept Visa?

Yes _____ No _____

2. Would you accept the Visa Purchasing Card as a form of payment?

Yes _____ No _____

3. Would any additional discount be offered for use of the Card as payment? If so, What?

Yes _____ No _____ If Yes, What: _____

BREATH ALCOHOL TEST INSTRUMENTATION SPECIFICATIONS

April 24, 2006

GENERAL SPECIFICATIONS:

Model provided must be approved by the USDOT National Highway Traffic Safety Administration for use as an evidential breath alcohol testing device.

One year manufacturer's warranty for parts and labor.

One year software support for change of security codes, test sequence, test record format and test data display and document printing format.

All units to be delivered within 120 after receipt of order.

Manufacturer will provide a minimum of two days of on-site training for operation, maintenance and basic repair within 90 days of the first delivery of units.

PHYSICAL SPECIFICATIONS:

Maximum footprint: 24" x 24"

Maximum Unit Weight: 25 lbs.

Operational with either AC or DC power.

Power requirements: 115VAC +/- 5VAC/60 HZ and 12 VDC

External printer capable; USB connection; HP-PCL Capable

USB/PS2 keyboard

Magnetic strip card reader capable

Liquid Crystal Display with ability to display: real time alcohol concentration during testing process; real time breath flow rate and volume; real time simulator temperature display; barometric pressure; detector voltage; instrument status checks, eg. Heated zone temperatures, internal standard check result; data value vs time plot for all of the above.

Heated breath and simulator vapor delivery tubes.

Capacity for both wet bath and dry gas calibration and test sequence calibration checks.

1 RS-232 communications port.

1 communications port for monitoring attached simulator temperature

1 USB port assigned for data transfer to external computer

2 unassigned USB ports for future additions.

1 high speed modem for data transfer via telephone lines

1 Ethernet communications port

Infrared-based analytical technology for both qualitative and quantitative determination of ethanol vapor; including at least 3 filters at appropriate wavelengths to identify potentially interfering substances.

CPU operating at 128 MHz or faster.

Operating software with complete documentation/description of analytical algorithms available, with legal protections, for support of defense against legal challenges.

Software capable of providing at least 4 levels of security defining access to various instrument functions.

Capability for operating sequence, data collection, and diagnostic test software updates uploaded from remote source.

Capability for transferring data to standard business software packages e.g. Microsoft Office or Corel Office.

PERFORMANCE SPECIFICATIONS:

In addition to meeting NHTSA performance criteria for evidential devices, the instrument must meet the following criteria:

Must require a minimum of 1.5 L of breath to be delivered in a single, steady exhalation for alcohol content to be reported.

Breath volume for a successful test must be recorded and reported to +/- 0.1 L

Breath flow rate must be monitored and data available to print a graphic presentation of the breath flow profile.

Must have a means of detecting mouth alcohol at a level of 0.02g/210 L or greater or any other source of an apparent alcohol concentration spike occurring during the presentation of actual or simulated breath for analysis.

Must report breath or simulated breath alcohol vapor concentration in g EtOH/210 L air.

Must be capable of detecting and reporting the presence of potentially interfering volatile organic compounds at a level of 0.02 g/210 L or greater, apparent alcohol concentration.

Must be capable of determining the alcohol concentration of a vapor sample from a source with a known concentration to within +/- 5%.

Must be capable of determining the concentration of replicate samples of alcohol vapor with a precision of no more than +/- 5% from the mean of the concentration and with a standard deviation of no greater than 2%.

Must be capable of displaying alcohol concentrations in the range of 0.0 to .60 g/210 L

DATA SPECIFICATIONS:

Instrument must be capable of collecting and storing calibration data and all monitored test data including the data from subject breath tests, supervisory/performance check tests, and diagnostic tests.

System function errors or status checks which are out of control must be stored as retrievable data.

System must be capable of storing test data for up to 500 tests and capable of transferring that data to an external computer through either Ethernet connection or via phone modem.

Test record and report format to be determined at the time of purchase.

- does not include custom software specifications for test sequence; test record data; etc. – tbd later.

State of Vermont

Request for Quotation



Return Bid To:

Dept of Buildings & General Svcs
Purchasing & Contract Admin
Drawer 33
1078 US Rte 2 - Middlesex
Montpelier VT 05633-7601

Request Quote ID.	Date	Buyer	Page
03420 - 0000000033	04/19/2006	Smith, Steven	1
Payment Terms	Date Quote Open	Closing	
Net 30	04/24/2006	05/10/2006 02:00:00 PM	

Vendor:

Ship To: Department of Health
State Laboratory
195 Colchester Ave
Burlington VT 05401

n	Description	Qty	UM	Unit Price	Extended Amount
1	EVIDENTIAL BREATH ALCOHOL TEST INSTRUMENTATION PER ATTACHED SPECIFICATIONS.			20.00	EA

Freight Terms: FOBDEST

Ship Via: BESTWAY

QUOTING: MFR: _____

MODEL: _____

WARRANTY: _____

BIDDERS ARE TO INCLUDE DESCRIPTIVE LITERATURE FOR ITEM OFFERED.

*VENDOR BIDS MUST INCLUDE DESCRIPTION OF SPECIFICATIONS NOT MET BY THE PRODUCT BEING BID AND, WHERE APPROPRIATE, A DESCRIPTION OF HOW THE REQUIRED FUNCTION IS MET BY THEIR DESIGN.

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

State of Vermont

Request for Quotation



Return Bid To:
Dept of Buildings & General Svcs
Purchasing & Contract Admin
Drawer 33
1078 US Rte 2 - Middlesex
Montpelier VT 05633-7601

Request Quote ID.	Date	Buyer	Page
03420 - 0000000033	04/19/2006	Smith, Steven	2
Payment Terms	Date Quote Open	Closing	
Net 30	04/24/2006	05/10/2006 02:00:00 PM	

Vendor:

Ship To: Department of Health
State Laboratory
195 Colchester Ave
Burlington VT 05401

n

Description	Qty	UM	Unit Price	Extended Amount

The undersigned agrees to furnish the products or services listed at the prices quoted and, unless otherwise stated by the vendor, the Terms of Sales are Net 30 Days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

VERMONT TAX CERTIFICATE AND INSURANCE CERTIFICATE

To meet the requirements of Vermont Statute 32 V.S.A. subsection 3113, by law, no agency of the State may enter into, extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. subsection 3113. In signing this bid, the bidder certifies under the pains and penalties of perjury that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date this statement is made.

Bidder further certifies that the company/individual is in compliance with the States insurance requirements must be received prior to issuance of Purchase Order. If the certificate of insurance is not received by the Division of Purchasing and Contract Administration within five (5) days, the State of Vermont reserves the right to select another vendor. Please reference this RFQ# when submitting the certificate of insurance.

Insurance Certificate: Attached _____ Will provide upon notification of award: _____ (within 5 days)

Delivery Offered _____ Days After Notice of Award

Terms of Sale _____

Quotation Valid for _____ Days

Date: _____

Name of Company: _____

Telephone Number: _____

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

State of Vermont

Request for Quotation



Return Bid To:
Dept of Buildings & General Svcs
Purchasing & Contract Admin
Drawer 33
1078 US Rte 2 - Middlesex
Montpelier VT 05633-7601

Request Quote ID.	Date	Buyer	Page
03420 - 0000000033	04/19/2006	Smith, Steven	3
Payment Terms	Date Quote Open	Closing	
Net 30	04/24/2006	05/10/2006 02:00:00 PM	

Vendor:

Ship To: Department of Health
State Laboratory
195 Colchester Ave
Burlington VT 05401

n

Description	Qty	UM	Unit Price	Extended Amount

Fed ID or SS Number: _____

Fax Number: _____

By: _____
Signature (Bid Not Valid Unless Signed)

Name: _____
(Type or Print)

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.



RECEIVED = 200

SEALED BID REGISTER

TITLE/PROJECT: Breath Alcohol test Instrumentation
REQUISITION NO: 03420-33

DATE: 5/19/06
TIME: 1400

PURCHASING AGENT: Steve Smith
AGENT'S WITNESS: Linda Wortman

BID TABULATION SHEET

Contractor's Name	TOTAL AMOUNT	Other/Comments
NPAS, Inc.		
Dräger-(Alcotest)		

Smith, Steven

From: Central [centralequipment@verizon.net]

Sent: Tuesday, May 09, 2006 2:42 PM

To: Smith, Steven

Subject: 03420-33

Hi Steve,,,Our factory, Drager will be sending the bid in on the Evidential Alcohol instrument bid,,,due tomorrow,,,if you can keep us posted,,,even though the bid is coming from our factory?..thank you, Jean..the flower stand lady on your road selling flowers yet???

NOTICE OF INVITATION TO BID

You are hereby notified that the Vermont Purchasing and Contract Administration Division (P&CA) on behalf of the Vermont Department of Health has issued an RFQ entitled: **Breath Alcohol Test Instrumentation**

If you are interested in submitting a bid, please go to the following web site:

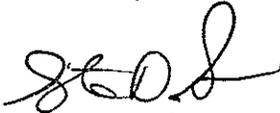
www.bgs.state.vt.us/pca/bids

Here you will find the bid documents ready to be downloaded.

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES AND AMENDMENTS WILL BE POSTED HERE. THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT WILL BE THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK THIS SITE FOR THE LATEST DETAILS.

If you should have any problems in downloading the documents, you may contact me at 802.828.4681 or via e-mail at Steven.smith@state.vt.us.

Sincerely,



Steve Smith
Purchasing Agent

Smith, Steven

From: Smith, Steven
Sent: Friday, May 05, 2006 12:42 PM
To: 'Debbie Mandell'
Subject: RE: Requisition #03420-33

Debbie,

An email such as this one will suffice.

Thanks

Steve Smith

Purchasing Agent
State of Vermont
Dept. of Buildings & General Services
Purchasing & Contracting Division
1078 U.S. RTE 2 - Middlesex
Drawer 33
Montpelier, VT 05633-7601
Tel.#802-828-4681
Fax #802-828-2222
Email: Steven.smith@state.vt.us
<http://www.bgs.state.vt.us/pca>

From: Debbie Mandell [<mailto:Debbie@intox.com>]
Sent: Friday, May 05, 2006 11:57 AM
To: Smith, Steven
Subject: Requisition #03420-33

Steve,

Intoximeters has reviewed the bid for breath alcohol testing instruments referenced above and management has decided not to bid. My question to you is what is the proper method for responding with a NO-BID? Am I required to mail the entire bid back in the same manner that I would if we were bidding, or can I fax something to you? Can you please advise?

Thanks much.

Debbie Mandell
Inside Sales Representative
Intoximeters, Inc.
8110 Lackland Rd.
St. Louis, MO 63114
800-451-8639
debbie@intox.com

Breath Alcohol Test Instrumentation

Dept. of Buildings & General Services -
Purchasing & Contract

1078 US Route 2 - Middlesex
Drawer 33
Montpelier, VT 05633-7601

Request Date: 4/25/2006
9:11:17 AM
Open Date:
Closing Date: 5/10/2006
2:00 PM
Intent To Bid Deadline:
Est. Dollar Value:
RFQ Number: 03420-33/SS

Bid Type:
Request for Quotation

Locations:

State-Wide

Keywords:

Police Equipment & Supplies

Bid Description:

You are hereby notified that the Vermont Purchasing and Contract Administration Division (P&CA) on behalf of the Vermont Department of Health has issued a Request for Breath Alcohol Test Instrumentation. If you are interested in submitting a bid, please go to the following web site: www.bgs.state.vt.us/pca/bids. Here you will find the bid documents ready to be downloaded. PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES AND AMENDMENTS WILL BE POSTED HERE. THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT WILL BE THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK THIS SITE FOR THE LATEST DETAILS. If you should have any problems in downloading the documents, you may contact Steve Smith at (802)828-4681 or via email: steven.smith@state.vt.us.

Special Instructions:

Awardees

National Patent Analytical Systems	05/18/2006
2090 Harrington Memorial Road Mansfield, OH	\$129,000.00

Breath Alcohol Test Instrumentation

Dept. of Buildings & General Services -
Purchasing & Contract

1078 US Route 2 - Middlesex
Drawer 33
Montpelier, VT 05633-7601

Request Date: 4/25/2006
Open Date:
Closing Date: 5/10/2006
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Intent To Bid Deadline:
Est. Dollar Value:
RFQ Number: 03420-
33/SS

Bid Type:
Request for Quotation

Locations:
State-Wide
Keywords:
Police Equipment & Supplies

Bid Description:

You are hereby notified that the Vermont Purchasing and Contract Administration Division (P&CA) on behalf of the Vermont Department of Health has issued a Request for Breath Alcohol Test Instrumentation. If you are interested in submitting a bid, please go to the following web site:
www.bgs.state.vt.us/pca/bids. Here you will find the bid documents ready to be downloaded. PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES AND AMENDMENTS WILL BE POSTED HERE. THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT WILL BE THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK THIS SITE FOR THE LATEST DETAILS. If you should have any problems in downloading the documents, you may contact Steve Smith at (802)828-4681 or via email: steven.smith@state.vt.us.

Special Instructions:

Contact Information:

Steve Smith
Phone: (802) 828-4681
Fax: (802) 828-2222
Email: steven.smith@state.vt.us
For additional information: www.bgs.state.vt.us/pca/bids

Site Visit: **Date:**

Electronic Bulletin Board - Posting Form

Author: Dept. of Buildings and General Services - Purchasing and Contract Administration

Bid Title: Unless otherwise specified - copy and paste from "Notice of Invitation to Bid"
Breath Alcohol Test Instrumentation

Sealed Bid (check one): YES NO

Type (check one): RFI RFP RFQ

RFQ Number (if applicable): 03420-33 (Req.#65)

Bid Description: Unless otherwise specified - copy and paste from "Notice of Invitation to Bid"
Breath Alcohol Test Instrumentation

If you are interested in submitting a bid, please go to the following web site: www.bgs.state.vt.us/pca/bids. Here you will find the bid documents ready to be downloaded. PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES AND AMENDMENTS WILL BE POSTED HERE. THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT WILL BE THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK THIS SITE FOR THE LATEST DETAILS. If you should have any problems in downloading the documents, please contact Steve Smith at: 802-828-4681 or Steven.smith@state.vt.us

Closing Date: 05/10/2006

Closing Time: 1400

Locations (check State-wide or specify each County as applicable):

State-wide

County (specify each county applicable):

Special Instructions:

Contact for questions about this proposal: Unless otherwise specified - copy and paste from "Notice of Invitation to Bid"

Keywords (must specify at least one keyword from on-line list):
Police Equipment & Supplies

NOTICE OF INVITATION TO BID

You are hereby notified that the Vermont Purchasing and Contract Administration Division (P&CA) on behalf of the Vermont Department of Health has issued an RFQ entitled: **Breath Alcohol Test Instrumentation**

If you are interested in submitting a bid, please go to the following web site:

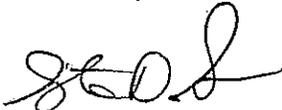
www.bgs.state.vt.us/pca/bids

Here you will find the bid documents ready to be downloaded.

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES AND AMENDMENTS WILL BE POSTED HERE. THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT WILL BE THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK THIS SITE FOR THE LATEST DETAILS.

If you should have any problems in downloading the documents, you may contact me at 802.828.4681 or via e-mail at Steven.smith@state.vt.us.

Sincerely,



Steve Smith
Purchasing Agent

CENTRAL EQUIPMENT CO
116 COTTAGE AVE
MILLIS MA 02054

DRAEGER SAFETY INC
BREATHALYZER DIV
185 SUTTLE ST STE 105
DURANGO CO 81303

NPAS
P O BOX 1435
MANSFIELD OH 44901

NPAS
2090 HARRINGTON MEM RD
MANSFIELD OH 44903

INTOXIMETERS INC
8110 LACKLAND RD
ST LOUIS MO 63114

MPH INDUSTRIES
316 E 9TH ST
OWENSBORO KY 42303

Smith, Steven

From: Williams, Dawn [DWillia@vdh.state.vt.us]
Sent: Tuesday, April 25, 2006 7:40 AM
To: Smith, Steven
Subject: RE: Req.#03420-65 - Breath Testing Devices

One time purchase

-----Original Message-----

From: Smith, Steven [mailto:steven.smith@state.vt.us]
Sent: Monday, April 24, 2006 11:59 AM
To: Williams, Dawn
Subject: Req.#03420-65 - Breath Testing Devices

Hi Dawn,

Is this to be a one time purchase, instead of an ongoing contract?

Thanks

Steve Smith

Purchasing Agent
State of Vermont
Dept. of Buildings & General Services
Purchasing & Contracting Division
1078 U.S. RTE 2 - Middlesex
Drawer 33
Montpelier, VT 05633-7601
Tel.#802-828-4681
Fax #802-828-2222
Email: Steven.smith@state.vt.us
<http://www.bgs.state.vt.us/pca>

Smith, Steven

From: Smith, Steven
Sent: Monday, April 24, 2006 1:24 PM
To: 'Williams, Dawn'
Subject: RE: Req.#03420-65 - Breath Testing Devices

How about the other question?

In the future, please send specifications in electronic form if possible. Faxed media is most often not legible enough to scan and use in the RFP without retyping. When we have to retype the specs, there is a greater chance of errors or omissions in the final copy. As we have to post the RFP online, we need to convert the specs submitted to an electronic format to attach to the bid documents.

Thanks

Steve Smith

Purchasing Agent
State of Vermont
Dept. of Buildings & General Services
Purchasing & Contracting Division
1078 U.S. RTE 2 - Middlesex
Drawer 33
Montpelier, VT 05633-7601
Tel.#802-828-4681
Fax #802-828-2222
Email: Steven.smith@state.vt.us
<http://www.bgs.state.vt.us/pca>

From: Williams, Dawn [mailto:DWillia@vdh.state.vt.us]
Sent: Monday, April 24, 2006 1:17 PM
To: Smith, Steven
Subject: FW: Req.#03420-65 - Breath Testing Devices

-----Original Message-----

From: Prender, Patrice
Sent: Monday, April 24, 2006 1:10 PM
To: Williams, Dawn
Subject: RE: Req.#03420-65 - Breath Testing Devices

Dawn,

Bob Drawbaugh is on travel for a week. I do not have the specs in electronic format, they were pink mailed to me.

Patti

-----Original Message-----

From: Williams, Dawn
Sent: Monday, April 24, 2006 12:10 PM
To: Prender, Patrice
Subject: FW: Req.#03420-65 - Breath Testing Devices

-----Original Message-----

From: Smith, Steven [mailto:steven.smith@state.vt.us]
Sent: Monday, April 24, 2006 11:59 AM
To: Williams, Dawn
Subject: Req.#03420-65 - Breath Testing Devices

Hi Dawn,

Do you have the specifications in electronic format you could send to me?

Is this to be a one time purchase, instead of an ongoing contract?

Thanks

Steve Smith

Purchasing Agent
State of Vermont
Dept. of Buildings & General Services
Purchasing & Contracting Division
1078 U.S. RTE 2 - Middlesex
Drawer 33
Montpelier, VT 05633-7601
Tel.#802-828-4681
Fax #802-828-2222
Email: Steven.smith@state.vt.us
<http://www.bgs.state.vt.us/pca>

Smith, Steven

From: Smith, Steven
Sent: Monday, April 24, 2006 11:59 AM
To: Dawn Williams
Subject: Req.#03420-65 - Breath Testing Devices

Hi Dawn,

Do you have the specifications in electronic format you could send to me?

Is this to be a one time purchase, instead of an ongoing contract?

Thanks

Steve Smith

Purchasing Agent
State of Vermont
Dept. of Buildings & General Services
Purchasing & Contracting Division
1078 U.S. RTE 2 - Middlesex
Drawer 33
Montpelier, VT 05633-7601
Tel.#802-828-4681
Fax #802-828-2222
Email: Steven.smith@state.vt.us
<http://www.bgs.state.vt.us/pca>



Dawn K. Williams
Purchasing Supervisor
Senior Procurement Coordinator
Vermont Department of Health

108 Cherry Street
PO Box 70
Burlington, VT 05402-0070

TEL 802-863-7588
FAX 802-865-7754
EMAIL dwillia@vdh.state.vt.us

DATE: 4/19/06

TO: Deb LaRose

FAX: 828-2222

FROM: DAWN WILLIAMS, PURCHASING SUPERVISOR

TELEPHONE (802) 863-7588 FAX 802-865-7754

NUMBER OF PAGES INCLUDING COVER SHEET: ~~5~~ 6

COMMENTS:

Req. # 65

Vermont Department of Health Laboratory
Toxicology Program
Memorandum

To: Mary Celotti, Laboratory Director
From: Robert Drawbaugh, Toxicology Program 
Date: April 13, 2008
Re: Breath Test Instrumentation

A purchase requisition and instrument specifications are provided with this memo. This purchase is not anticipated to encumber the full amount of funds available but we will also need to purchase printers and simulators with a security enclosure which will likely require a large portion of the remaining funds. Once the instrument purchase is decided and placed, we will also need to purchase maintenance and repair item, additional operating supplies, and training items. We should ask for a minimum bid turn-around time for these since all the vendors know that this is coming and we are pressed for time to encumber the money. Thanks for your help in moving this forward.

Approve M.C. 4/14/06

Vermont Department of Health Laboratory

Breath Alcohol Test Instrumentation Purchase Specifications*General Specifications:

Model provided must be approved by the USDOT National Highway Traffic Safety Administration for use as an evidential breath alcohol testing device

One year manufacturer's warranty for parts and labor

One year software support for change of security codes, test sequence, test record format and test data display and document printing format

Shipping and delivery costs included in quoted price

All units to be delivered within 120 days of purchase order

Manufacturer will provide a minimum of 2 days of on-site training for operation, maintenance and basic repair within 90 days of the first delivery of units

Physical Specifications:

Maximum footprint 24" x 24"

Maximum Unit weight: 25 lbs.

Operational with either AC or DC power

Power requirements: 115VAC \pm 5VAC / 60 Hz and 12 VDC

External printer capable; USB connection; HP-PCL capable

USB/PS2 keyboard

magnetic strip card reader capable

Liquid Crystal Display with ability to display: real time alcohol concentration during testing process; real time breath flow rate and volume; real time simulator temperature display; barometric pressure; detector voltage; instrument status checks; eg. heated zone temperatures, internal standard check result; data value vs time plot for all of the above

Heated breath and simulator vapor delivery tubes

Capability for both wet bath and dry gas calibration and test sequence calibration checks

1 RS-232 communications port

1 communications port for monitoring attached simulator temperature

1 USB port assigned for data transfer to external computer

2 unassigned USB ports for future additions

Breath Alcohol Test Instrumentation Purchase Specifications (continued)

1 high speed modem for data transfer via telephone lines

1 ethernet communications port

infrared-based analytical technology for both qualitative and quantitative determination of ethanol vapor; including at least 3 filters at appropriate wavelengths to identify potentially interfering substances

CPU operating at 128 MHz or faster

Operating software with complete documentation/ description of analytical algorithms available, with legal protections, for support of defense against legal challenges

Software capable of providing at least 4 levels of security defining access to various instrument functions

Capability for operating sequence, data collection, and diagnostic test software updates uploaded from remote source

Capability for transferring data to standard business software packages e.g. Microsoft Office or Corel Office

Performance Specifications:

In addition to meeting NHTSA performance criteria for evidential devices, the instrument must meet the following criteria:

Must require a minimum of 1.5 L of breath to be delivered in a single, steady exhalation for alcohol content to be reported

Breath volume for a successful test must be recorded and reported to +/- 0.1 L

Breath flow rate must be monitored and data available to print a graphic presentation of the breath flow profile

Must have a means of detecting mouth alcohol at a level of 0.02 g/210 L or greater or any other source of an apparent alcohol concentration spike occurring during the presentation of actual or simulated breath for analysis

Must report breath or simulated breath alcohol vapor concentration in g EtOH/210 L air

Must be capable of detecting and reporting the presence of potentially interfering volatile organic compounds at a level of 0.02 g/210 L, or greater, apparent alcohol concentration

Must be capable of determining the alcohol concentration of a vapor sample from a source with a known concentration to within $\pm 5\%$.

Must be capable of determining the concentration of replicate samples of alcohol vapor with a precision of no more than $\pm 5\%$ from the mean of the concentration and with a standard deviation of no greater than 2%

Must be capable of displaying alcohol concentrations in the range of 0.0 to 0.60 g/210L

Data Specifications

Instrument must be capable of collecting and storing calibration data and all monitored test data including the data from subject breath tests, supervisory/performance check tests, and diagnostic tests

System function errors or status checks which are out of control must be stored as retrievable data

System must be capable of storing test data for up to 500 tests and capable of transferring that data to an external computer through either Ethernet connection or via phone modem

Test record and report format to be determined at the time of purchase

* does not include custom software specifications for test sequence; test record data; etc. — tbd later
final purchase award will be based on manufacturer's ability to meet specifications provided

List of Evidential Breath Alcohol Test Instrument Vendors for possible bids

For Drager instruments:

Central Equipment Co.
116 Cottage Ave.
Millis, MA

02054

OR

Drager Safety, Inc.
Breathalyzer Div.
185 Suttle St Suite 105
Durango, CO

81303

For DataMaster instruments:

National Patent Analytical Systems, Inc.
Post Office Box 1435
Mansfield, OH 44901

Phone:

(419) 528-6727
(800) 800-8143 toll free

National Patent Analytical Systems, Inc.
2090 Harrington Memorial Road
Mansfield, OH 44903

Email/Fax:

salesteam@npas.com email
(419) 526-9446 fax

For Intoximeter instruments:

Intoximeters, Inc.
8110 Lackland Rd.
St. Louis, MO 63114
FAX: (314) 429-4170
Watts:(800) 451-8639
Local:(314) 429-4000

For Intoxylizer instruments:

CMI, Inc.

Representative:

Bill Collins
Toll Free Phone: 866-835-0690
Voice Mail: 270-685-6466
Cell Phone: 402-699-5087
Fax: 270-685-6678
E-mail: wfcollins@alcoholtest.com

Requisition

Ship To: Department of Health
 State Laboratory
 195 Colchester Ave
 Burlington VT 05401
 USA

Business Unit: 03420		APPROVED
Req ID:	Date	Page
000000065	04/19/2006	1
Requestor		
Williams, Dawn		USD
Requestor Signature		

Line-SchdItem	Description	Mfg ID	Quantity UOM	Price	Extended Amt	Due Date
1-1	EVIDENTIAL BREATH ALCOHOL TEST INSTRUMENTATION PER ATTACHED SPECIFICATIONS.		20.00 EA	6,400.00	128,000.00	08/01/2006
Buyer:	Glouchevitch, Nicholas		Vendor Item:			
Vendor:						
<u>Line Total:</u>					<u>128,000.00</u>	
<u>Total Requisition Amount</u>					<u>128,000.00</u>	

REQ S06-1342

*VENDOR BIDS MUST INCLUDE DESCRIPTION OF SPECIFICATIONS NOT MET BY THE PRODUCT BEING BID AND, WHERE APPROPRIATE, A DESCRIPTION OF HOW THE REQUIRED FUNCTION IS MET BY THEIR DESIGN.

PLEASE SEE ATTACHMENTS FOR SUGGESTED VENDORS:

Approval Signature	Approval Signature	Approval Signature
--------------------	--------------------	--------------------

Proposal Title: *Breath Alcohol Test Instrumentation* Req # *03420-33/SS*
Bid Opening Date: *5/10/06* Time *2:00pm*
Name of Bidder: *Draeger Safety Diagnostics Inc*
Return to

STATE OF VERMONT
PURCHASING & CONTRACTING DIVISION
1078 US RTE 2 - MIDDLESEX
DRAWER 33
MONTPELIER VT 05633-7601
AA-PCA-116 (08-28-03)

SEALED BID

Requisition Number: 03420-33
Title: Breath Alcohol Test Instrumentation
Bid Opening: May 10, 2006
Time: 2:00 PM