

CMI, Inc.

RFP No. TM-LD121208

January 18, 2012 2:00PM MST



STATE OF COLORADO

John W. Hickenlooper, Governor
Christopher E. Urbina, MD, MPH
Executive Director and Chief Medical Officer

Dedicated to protecting and improving the health and environment of the people of Colorado

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Colorado Department
of Public Health
and Environment

April 4, 2012

Toby Hall
CMI, Inc.
316 East Ninth Street
Owensboro, KY 42303

RE: Solicitation no. TM-LSD121208 / Evidential Breath Alcohol Testing Instrument

Dear Mr. Hall

Congratulations! Your proposal has been recommended to receive an award for this solicitation.

The CDPHE Purchasing and Contracts Unit, having reviewed the recommendations of the Request for Proposal, (RFP), evaluation committee intends to award the RFP to: CMI, Inc. for Evidential Breath Alcohol Testing Instruments

At this time, you are the apparent successful offeror. Pursuant to Colorado law, we cannot proceed with a contract until the time period for unsuccessful offerors to protest has expired.

You will be contacted by the Program Project Leader to discuss the scope of work and development of a contract.

Please be aware that no work may commence until the award has been made, and the contract has been signed by all parties and fully executed by the State Controller

Please contact me with any questions

Sincerely,

Timothy B. Massangale, CPPB,
Senior Purchasing Agent
Colorado Department of Public Health & Environment



316 E. 9th St.
Owensboro, KY 42303
1-866-835-0690
Fax: 270-685-6678
www.alcoholtest.com

January 17, 2012

Timothy B. Massangale, CPPB, Senior Purchasing Agent
Colorado Department of Public Health and Environment
ASD-Purch-C1-Room 154-A
4300 Cherry Creek Drive South
Denver, CO 80246-1530

Dear Mr. Massangale:

CMI would like to thank you and the State of Colorado for the opportunity to continue to be the provider of instruments used in your alcohol breath testing program. CMI has partnered with the State of Colorado for more than 20 years. During this relationship, CMI has always strongly supported the state in all aspects of the program. CMI is excited to have the opportunity to continue this relationship and support for your program. While there are other companies manufacturing alcohol breath testing equipment, we do not believe there is another company that will stand behind their products and the state's program as solidly as CMI has with the State of Colorado.

In preparing this response CMI exhausted all efforts to insure that the information provided is thorough and inclusive of all details necessary for the State of Colorado to make a sound decision. Our experience with the State of Colorado will be extremely helpful when moving to the next generation of technology with your breath alcohol testing program. As we have in the past, CMI will be a solid partner in continuing your program for years to come.

The product offered by CMI, the Intoxilyzer 9000, is the newest analytical instrument in the market today. The quality, reliability, robustness, repeatability and accuracy of CMI Infrared instruments has been proven for many years with many state programs. CMI continues to support numerous state programs both in the field and in the lab and is committed to be a partner before, during, and long after the delivery of our product. I think we have proven this in the State of Colorado with our long standing support of the instruments, your program, and other concerns.

We look forward to continuing this support for many years to come as the Intoxilyzer 9000 is introduced to the law enforcement agencies in Colorado.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Settles", is written over a horizontal line.

Tom Settles
Sales and Marketing Manager

INTOXILYZER® ...so you can breathe easier



1	Minimum Qualifications
2	Technology
3	Functionality/Expandability/ Ease of Use
4	Cost/Cost to Maintain
5	Ease of Repair/Maintenance/ Calibration
6	Service/Warranty/Legal
7	Manufacturer Training/ Technical Support
8	Attachments
9	Request for Proposal Vendor Information Form
10	



**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

1. Minimum Qualifications:

- a. Vendor is capable of shipping hardware up to 120 units no later than 6/30/2012 assuming a contract execution date sometime in April of 2012.

CMI is more than capable of shipping the required number of instruments, 120, by 6/30/2012 assuming that the contract is signed in April. CMI, Inc has provided instruments in excess of 100 per month of a similar model while also producing and selling other breath alcohol instruments at the same time. CMI has a well trained, seasoned work force that is fluent in the manufacturing of these high quality instruments. The State of Colorado's past experience with CMI should show proof of our commitment to the customer and quality.

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

1. Minimum Qualifications:

- b. Vendor agrees to the unaltered Colorado Terms and Conditions and "Special Provisions" (Appendix A).

CMI agree to the Colorado Terms and Conditions and Special Provisions which are a part of this RFP, TM-LSD121208. Further CMI does not foresee any Intellectual Property that will need to be prepared under the contract and will apply already existing but configurable features and options, both software and hardware in the execution of the contract. CMI recognizes that this particular combination of features and options cannot be used anywhere else without permission from the State of Colorado .

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

1. Minimum Qualifications:

- c. The EBAT Instrument submitted for evaluation meets or exceeds NHTSA Highway Safety Program's Model Specification for Device to Measure Breath Alcohol (58FR 48705). (Appendix B)

The Intoxilyzer 9000 submitted for evaluation, like all CMI, Inc. infrared-based evidential breath alcohol testing instruments, is designed to meet and exceed NHTSA's Model Specifications for Devices to Measure Breath Alcohol. Attached in section 8.3 are results from testing the Intoxilyzer 9000 model that show that the instrument meets and exceeds the Model Specifications.

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

1. Minimum Qualifications:

- d. The EBAT Instrument submitted for evaluation has the ability to measure and correlate ethanol concentrations at a minimum of two different points.

The Intoxilyzer 9000 submitted for evaluation is equipped with the ability to measure and quantify ethanol concentrations at three distinct infrared wavelengths (i.e. frequencies) for each sample. The results of these three individual measurements are then correlated to provide a final result of the measurement sample. A fourth distinct infrared wavelength is used for the determination of interfering substances.

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

1. Minimum Qualifications:

- e. The EBAT Instrument submitted for evaluation has the ability to detect "Mouth Alcohol"

The Intoxilyzer 9000 submitted for evaluation is equipped with the ability to detect the presence of mouth alcohol in the upper respiratory tract. There are three industry-accepted methods by which mouth alcohol can be detected. The first is the peak method whereby the instrument detects mouth alcohol by determining that a drop from the peak alcohol concentration of a sample has exceeded a defined maximum allowable drop. The second is the two-measurement cycle whereby the instrument uses the results of two separate sample measurements (breath exhalations) separated by a short delay to determine if a maximum correlation between the two samples has been exceeded, indicating mouth alcohol. The third method is a delay before measurement, typically involving an observation period, to ensure that any alcohol has dissipated from the upper respiratory tract. The Intoxilyzer 9000 has the ability to employ all three of these methods.

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

1. Minimum Qualifications:

- f. The EBAT Instrument submitted for evaluation is compatible with the Guth 2100 wet bath simulator using an RS-232 cable interface.

Yes, the Intoxilyzer 9000 is compatible with the Guth 2100 simulator. CMI will provide a Guth 2100 simulator with the evaluation instrument. Further the Intoxilyzer 9000 can be configured to communicate with other brands and models of simulators, e.g. the Guth 590 simulator and simulators sold by Repco.

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

1. Minimum Qualifications:

- g. The EBAT Instrument manufacturer will provide all necessary ancillary and peripheral equipment to perform the evaluation to include any applicable operational software and/or databases required to operate the instrument.

CMI will provide the following items for use in evaluating the EBAT instrument:

- Guth 2100 Simulator
- 3 boxes of mouth pieces (100 per box)
- COBRA Version 5 data base management software
- Computer to run COBRA
- Keyboard
- Carry case
- Printer
- Interface Cables for simulator, printer, and COBRA

CMI stands at the ready and will be responsive to additional request made by the State of Colorado.

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

1. Minimum Qualifications:

h. The EBAT Instrument submitted for evaluation has operational software that is compatible with:

- Web Server; Windows 2008 R2 64-bit, IIS 7, .NET Framework 4
- Database Server; SQL 2008 R2 64-bit
- Certified to work on virtualized infrastructure

The Intoxilyzer 9000 submitted for evaluation includes self-contained software that operates the instrument. No external software is required to operate the instrument. However, if external data management or other local or remote communications capabilities are desired, CMI's data management and communications software package, COBRA V5, is provided to facilitate this requirement. COBRA V5 has been installed, deployed and tested to be compatible with the listed software, database, and infrastructure requirements.

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

1. Minimum Qualifications:

- i. The EBAT Instrument manufacturer will provide onsite technical training by appropriate factory personnel not to exceed 2 days in length prior to the start of the evaluation period.

CMI will provide entirely at its own expense the required technical training for the Intoxilyzer 9000 and the data management software COBRA as requested.

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

1. Minimum Qualifications:

- j. Please list the EBAT Instrument power requirements.

The Intoxilyzer 9000 submitted for evaluation has the following maximum power requirements:

AC Input: 90-132 VAC or 180-264 VAC
47-63 Hz
2A for 100-120 VAC
1A for 200-240 VAC

DC Input: 10-18 VDC
8A for 12 VDC

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

1. Minimum Qualifications:

- k. Does the EBAT instrument meet or exceed MET/UL compliance?
If not, please explain.

Yes, the Intoxilyzer 9000 meets MET/UL requirements.

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

1. Minimum Qualifications:

- I. The EBAT Instrument manufacturer will provide current and fixed (Until 12.31.2012) pricing lists for instruments, parts and labor.

CMI has provided pricing for the instruments, parts, and labor in our response to Statement of Work Section 4: Cost / Cost to Maintain. That pricing is current and will be fixed until 12/31/2012 as requested.

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

1. Minimum Qualifications:

- m. The EBAT Instrument manufacturer shall provide the Department the following documentation to establish experience and qualifications:
 - i. EBAT instrument manufacturer's status as a registered / approved entity for at least 5 years.

CMI, Inc., is located in Owensboro, Kentucky and manufactures a wide range of breath alcohol testing instruments for industry and law enforcement purposes. CMI was established in 1970 in Vail, Colorado to manufacture traffic radar; in 1975, CMI purchased Omicron Systems which had developed infrared breath analysis instruments. CMI was then purchased by Federal Signal Corporation in 1982 and took a gigantic step forward in the alcohol testing marketplace. MPD, Inc., the former Microwave Products Department of General Electric, purchased CMI in 1988 and moved its entire operation to Owensboro the next year.

In 1990, MPD purchased Lion Laboratories, plc of Barry, Wales, another worldwide leader in marketing breath alcohol testing instruments. While CMI and Lion share engineering, marketing, and manufacturing resources and approach the world as a single entity, products in North and South America are marketed under the CMI banner while the Lion brand name appears on products in most other parts of the world.

CMI prides itself on being a high quality manufacturer of breath testing equipment. Our pricing philosophy revolves around being fair to the customer, employees, and shareholders of the company. CMI has been in the breath alcohol business for over 30 years, and will continue to support the market with innovative instruments. The management team at CMI is made up of experienced individuals from the alcohol testing industry, engineers that have developed breath testing instruments, and retired police officers that have first hand experience with the programs and instruments.

CMI has many products registered with NHTSA and contained in the Conforming Products List for Evidential Breath Test Devices. CMI is registered with the Federal Government with a tax ID number of 61-1205273.

- ii. Provide a list of other state and federal agencies (if any) currently using EBAT instruments produced by the manufacturer.

Please find this list in the confidential envelope.

- iii. Provide a list of other national, principality, commonwealth governmental agencies (if any) currently using EBAT instruments produced by the manufacturer.

Please find this list in the confidential envelope.

- iv. A minimum of 3 references who are current customers, not associated with the Department in any manner, nor reside in the State of Colorado.

1. Montana

Ben Vetter
Montana Department of Justice
2679 Palmer Street
Missoula, MT 59808
406-329-5025
bvetter@mt.gov

2. Texas

Mack Cowan
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773
(512) 424-5202
mack.cowan@txdps.state.tx.us

3. Georgia

Chris Tilson
Georgia Bureau of Investigation
3121 Panthersville Road
Decatur, GA 30037-0808
(404) 328-4280
Chris.tilson@gbi.state.ga.us

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

2. Technology:

a. What is your approach to software implementation?

CMI's approach to software implementation has the customer as the focus. An initial consultation between CMI and the customer is held to obtain the software requirements of the customer and for CMI to detail the capabilities, configuration and customization options, and operation of the software. From this initial consultation and any subsequent follow-up meetings, a software specification is developed and agreed to. The software is then configured and tested to these specifications and delivered to the customer for approval testing. Once approved, the software is formally released for integration into production instruments and to the customer via electronic means for installation into fielded instruments. After production release of software, any changes requested from the customer are formatted into a software change request specification. After agreed upon, the software is updated and tested according to the specification and then follows the same process of approval testing and release.

i. What type of software support is available?

CMI provides telephone, e-mail, and web-based conferencing/training support for operation and technical questions or issues with the instrument's operational software and data management software. CMI offers unlimited technical support, including operational or technical questions, software bug-fixes and updates, with an annual software support contract. Additionally, CMI provides training and support at the annual Intoxilyzer User's Group Conference, hosted on a rotating basis by Breath Alcohol Testing Programs nation-wide.

ii. Please explain software implementation methodology.

CMI's approach to software implementation has the customer as the focus. An initial consultation between CMI and the customer is held to obtain the software requirements of the customer and for CMI to detail the capabilities, configuration and customization options, and operation of the software. From this initial consultation and any subsequent follow-up meetings, a software specification is developed and agreed to. The

software is then configured and tested to these specifications and delivered to the customer for approval testing. Once approved, the software is formally released for integration into production instruments and to the customer via electronic means for installation into fielded instruments. After production release of software, any changes requested from the customer are formatted into a software change request specification. After agreed upon, the software is updated and tested according to the specification and then follows the same process of approval testing and release.

**CMI, Inc. Response
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Statement of Work**

2. Technology:

- b. What is your approach to training and support?**
i. What type of training and support is available?

Training and Support have always been one of the foundational building blocks of CMI's customer approach to the breath testing industry. As such, CMI strives to provide training that is personal, meaningful, and fundamental to the end user's needs. Specific examples can be found in section ii below.

- ii. Please explain methodology to training EBAT staff to be a certified repair facility.**

We offer the Factory Certification Courses on Law Enforcement Instrumentation that is now a two part agenda that includes the Maintenance Course and then specialized bench time at the factory with one of our many service technicians. This training is geared toward entities that have qualified people on staff that can work on instruments with full understanding that typically requires a degree in electronics.

On-Site training is also available with the same basic format as above if called for. Our technicians have traveled around the world to provide general and specialized training to a myriad of end users.

Other advanced training is available at the Intoxilyzer User's Group Conference with presentations not only from CMI staff but from other world class presenters as well.

Our support staff of eight people regularly field calls from around the globe and within the United States from 7AM until 5PM Central Standard Time, Monday through Friday. They are also available by special arrangement after hours and on weekends.

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

2. Technology:

- c. Does the EBAT instrument have the ability to perform the current Colorado test sequence – please see Attachment C - with the capability to modify and/or change. Does the EBAT instrument have the ability to detect interfering substances? If not, please explain.

(part 1) The Intoxilyzer 9000 submitted for evaluation has the ability to perform the Colorado test sequence as described in the RFP Attachment C. The test sequence performed can be modified or changed by selecting from any number of predefined (predefined by CDHPE during software specification process) test sequences, or the user can build a customized test sequence from the options menu in the instrument. The instrument assists in this process and allows only valid sequence selections to be entered.

(part 2) The Intoxilyzer 9000 submitted for evaluation has the ability to detect the presence of interfering substances found in human breath that otherwise might cause a false elevation in the ethanol concentration measured. The Intoxilyzer 9000 submitted for evaluation uses the correlated results of four distinct infrared wavelengths for the detection of interfering substances. The instrument will either produce a valid ethanol result if the substance does not interfere with the measurement or will give an error indicating that the measurement is not valid and that an interfering substance has been detected. The instrument can also be configured to detect the presence of interferents in the absence of ethanol so that the subject can receive proper medical attention.

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

2. Technology:

- d. Does the EBAT instrument have the ability to detect changes in ambient conditions?
If not, please explain.

The Intoxilyzer 9000 submitted for evaluation has the ability to detect changes in ambient conditions. At the start of the testing sequence a zero reference is established. If during the course of the testing sequence the instrument detects a change in ambient conditions an exception indicating such will be displayed to the operator.

**CMI, Inc. Response
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Statement of Work**

2. Technology:

- e. Does the EBAT instrument have the ability to stop the test sequence by the operator?
If not, please explain.

The Intoxilyzer 9000 submitted for evaluation has the ability to stop the test by the operator. At any time during a test sequence (Breath, Diagnostic, Calibration Check, etc.), the operator can terminate the test sequence by pressing "ABORT". The test sequence will be terminated and a final air blank will be performed. The subsequent test printout and test record indicates that an abort was issued by the operator. The instrument can be configured, however, to not allow an abort during a test sequence should the state request such.

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

2. Technology:

- f. Does the EBAT instrument have the ability to correlate two subject samples prior to reporting a result? If not, please explain.

The Intoxilyzer 9000 submitted for evaluation has the ability to correlate two (or more) subject samples prior to reporting a result. The instrument submitted will have the correlation limits configured as is currently used by the State of Colorado. The limits of this correlation can be further defined and/or modified during the software specification process.

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

2. Technology:

- g. Does the EBAT instrument have the ability to correlate calibration checks?
If not, please explain.

The Intoxilyzer 9000 submitted for evaluation has the ability to correlate calibration checks performed during the subject test sequence according to the Colorado test sequence defined in RFP Attachment C. The instrument submitted will have the correlation limits configured as is currently used by the State of Colorado. The limits of this correlation can be further defined and/or modified during the software specification process.

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

2. Technology:

- h. Does the EBAT instrument have the ability to discontinue the test sequence when other abnormal or conditions or improper operations are encountered. If not, please explain.

The Intoxilyzer 9000 submitted for evaluation has the ability to detect numerous other operational errors and abnormal conditions whether from internal or external influence sources. In each case the instrument will detect and report an exception indicating the type and nature of the condition that has occurred.

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

2. Technology:

- i. Please list the instrument's data management and encryption security capabilities as well as any I/ IP protocols necessary to remotely communicate with the EBAT instrument.

The Intoxilyzer 9000 and COBRA V5 have the capability of employing AES 128- or 256-bit encryption of all communications and test records sent via communications lines (such as modem or Ethernet). COBRA V5 is capable of remote communications with the Intoxilyzer 9000 via analog modem or Ethernet. COBRA V5 and the Intoxilyzer 9000 utilize the TCP/IP network protocol for all Ethernet communications.

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

2. Technology:

- j. Please describe the instrument's remote troubleshooting and diagnostic capabilities

The Intoxilyzer 9000 has the capability for remote troubleshooting and diagnostics via analog modem or Ethernet via COBRA V5. The remote user can perform remote functions such as instrument self-diagnostics, calibration checks, monitoring of system temperatures, IR channel outputs, pressures, and outputs of various other sensors, ability to enable/disable the instrument, modify instrument configuration settings (test sequence, date/time, location, print copies, and others).

**CMI, Inc. Response
RFP TM-LSD121208
Statement of Work**

2. Technology:

- k. Please describe the EBAT Instrument's quality assurance capabilities/disabling and/or notification capabilities.

The Intoxilyzer 9000 submitted for evaluation has the ability to notify the operator and/or technician of the presence of conditions that exist that would prevent a test from being performed. After the instrument warms up and transitions to the Ready mode, a Diagnostic check is performed. This Diagnostic check verifies that the instrument is ready and fully operational to perform a test. Numerous system checks are performed to ensure that, for example: system temperatures are within range, system voltages and currents are within range, that various sensors can be read and are within range, that the system memory is OK, that the real time clock is OK, and that the sampling system reports all readings are within this limit. A diagnostic failure of any of these items will produce a warning message/tone and place the instrument in Standby mode and a test sequence cannot be performed until the issue is remedied. The operator/technician can proceed to the Monitor screen, run a diagnostic check, gather further information about the issue, and attempt to resolve the issue(s) so that the instrument can be restored to operational status. Additionally, several remote diagnostics functions can be performed via COBRA V5 such as remote system monitoring, diagnostics check, and calibration checks.

A stand alone Diagnostic test can be performed and/or the Diagnostic test sequence element can be added to a breath test sequence. The test will report PASS or FAIL after testing the instrument systems mentioned above. A test failure will indicate which system element(s) has failed the diagnostic.

The instrument can be configured to disable due to a failure of periodic maintenance to be performed, such as a calibration check or solution change within a 30 day or user specified time frame. Additionally the instrument can display warning or exception messages to the operator or technician when a calibration standard is near or past expiration, a dry gas cylinder has low or no pressure, a digital simulator's temperature is outside of tolerance, and others. These conditions can also be configured to be reported via COBRA V5.

3. Functionality / Expandability / Ease of Use:

Please describe in full the EBAT instrument functionality, expandability and ease of use for each of the following criteria:

- a. Compatibility with alternative manufacturer wet bath simulators makes and models.

The Intoxilyzer 9000 is compatible with most simulators available in the market today. It is capable of communicating with digital simulators from Guth and Repco manufacturers. Instrument software can be configured to match other communications compatible simulators as requested.

3. Functionality / Expandability / Ease of Use:

Please describe in full the EBAT instrument functionality, expandability and ease of use for each of the following criteria:

b. Touch screen capability

The Intoxilyzer 9000 has a 7 inch 800 x 480 resolution LCD color graphics touch screen display. The Intoxilyzer 9000 touch screen is pressure sensitive with the capability of sensing and responding to a gloved hand. Other touch screens do not have this capability.

3. Functionality / Expandability / Ease of Use:

Please describe in full the EBAT instrument functionality, expandability and ease of use for each of the following criteria:

c. Remote Software upgrade capability

In conjunction with the COBRA Remote Function of the data management software, COBRA V5, the Intoxilyzer 9000 is able to upgrade instrument software remotely utilizing either Ethernet or phone lines. This method of update is secure and verified at many stages of the process. An operator need not be present to perform a remote update of the instrument. Remote updates can be set up to run automatically on a schedule.

3. Functionality / Expandability / Ease of Use:

Please describe in full the EBAT instrument functionality, expandability and ease of use for each of the following criteria:

d. Exception message / Error message capabilities

Yes, the Intoxilyzer 9000 can be custom configured to report and display exception and error messages based on simple first order criteria specified by the customer or by utilizing compound comparisons for more specific indications. A complete set of error messages can be found in the Operational Manual which is in the confidential envelope.

3. Functionality / Expandability / Ease of Use:

Please describe in full the EBAT instrument functionality, expandability and ease of use for each of the following criteria:

e. Compatibility and conversion to Dry Gas standards.

All of the Intoxilyzer 9000 instruments are gas ready. An integrated gas delivery system is available, and can quickly be added to any instrument, utilizing standard 67 liter non-refillable ethanol gas standards. The gas delivery system can be configured to utilize 105 and 108 liter cylinders as well. The instrument utilizes industry standard gas concentrations and not those specifically blended and prepared for fuel cells only.

3. Functionality / Expandability / Ease of Use:

Please describe in full the EBAT instrument functionality, expandability and ease of use for each of the following criteria:

f. USB connectivity / number / expandability

The Intoxilyzer 9000 comes standard with 4 USB 2.0 Host Ports and 1 USB 2.0 Device Port. The host ports can be expanded if required utilizing a USB hub. Any number of devices can be configured to work with the Intoxilyzer 9000 through these host USB ports. The Intoxilyzer 9000 can even access flash thumb drives for secure and robust configuration updates or file transfers. The device port can be used to locally connect the instrument to a computer for fast local communications.

3. Functionality / Expandability / Ease of Use:

Please describe in full the EBAT instrument functionality, expandability and ease of use for each of the following criteria:

g. Compatibility with external printers

The Intoxilyzer 9000 is compatible with USB PCL compatible laser jet printer.

3. Functionality / Expandability / Ease of Use:

Please describe in full the EBAT instrument functionality, expandability and ease of use for each of the following criteria:

h. Compatibility with magnetic card swipe / 2D technology

The Intoxilyzer 9000 has an optional 1, 2, or 3 track built-in magnetic card reader may be used to scan driver's license or ID cards. A 2D bar code reader may be connected via a USB port. Other readers that might be used in the future, such as smart cards, have been considered in the design and would require minimum software configuration.

3. Functionality / Expandability / Ease of Use:

Please describe in full the EBAT instrument functionality, expandability and ease of use for each of the following criteria:

i. Compatibility with signature pad technology

The LCD display of the Intoxilyzer 9000 can be configured as a signature pad. Also, an external USB signature pad may be utilized if wear on the display is a concern. Software configuration for signature pad via USB is well within the capabilities of the Intoxilyzer 9000.

3. Functionality / Expandability / Ease of Use:

Please describe in full the EBAT instrument functionality, expandability and ease of use for each of the following criteria:

j. **Ability to manage operator certification dates / status**

The Intoxilyzer 9000 and COBRA V5 can be configured to manage operator certification dates and status. An optional module of COBRA V5, Permit Manager, can manage a database of operator's certification dates, status, and any other pertinent data required (i.e. Operator name, agency information, permit number, and critical data required by the state). COBRA V5/Permit Manager can be configured to push this data out to remotely-connected instruments in the field. This allows the instrument to control access to only those operators that should have access. COBRA V5/Permit Manager can also be configured to print Operator cards for use with the instruments for the purpose of access control and as a data entry aid.

4. Cost / Cost to Maintain

Please provide fixed pricing on the following:

a. Training Material

All training materials are furnished with the formal classes listed below.

CMI training is broken down into various segments or components depending upon the Users needs and experience.

The Factory Certification Course, offered twice per year, is now broken into two parts:

Factory Course - \$395.00 – for a Two and a half day course

Bench Time - \$195.00 for ½ day course when combined with Factory Course or \$79.00 per hour for straight bench time without attending the Factory Certification Course.

Other advanced training that is available on a yearly basis consists of the Intoxilyzer User Group annual conference where courses and workshops are offered. The 28th Annual Conference will be this fall in New Hampshire. The price for this is \$300.00 per person for 5 days of various training.

On-Site Training is also offered, it is usually a three day course with a limited number of attendee's (10 or less) for a price of \$899.00 per day plus travel expenses. This can be customized to the customer's needs upon request.

4. Cost / Cost to Maintain

Please provide fixed pricing on the following:

b. Service/ Operator Manuals

The I-9000 Operator's Manual can be shipped with each instrument (upon request). Additional manuals may be purchased by those owning instruments for \$50.00 each.

4. Cost / Cost to Maintain

Please provide fixed pricing on the following:

c. Software

The initial software configuration and two configuration revisions are included with the unit price of the instrument. Subsequent changes to the software are invoiced at \$100.00 per development hour with a minimum charge of \$500.00 per event.

4. Cost / Cost to Maintain

Please provide fixed pricing on the following:

d. Instruments

The Intoxilyzer 9000 unit price, equipped identical to the evaluation instrument, is listed in the attached cost envelope.

4. Cost / Cost to Maintain

Please provide fixed pricing on the following:

e. Labor rates

Technician labor rates are billed at \$79 per hour.

Engineering labor rates are billed at \$100 per hour.

4. Cost / Cost to Maintain

Please provide fixed pricing on the following:

f. Parts / Supplies / Specialized Tools

Parts and Supply prices are listed in the attached cost envelope.
The Intoxilyzer 9000 does not require any specialized tools.

4. Cost / Cost to Maintain

Please provide fixed pricing on the following:

g. Travel to sites if required

Travel cost will be billed at cost, which include: air fare, hotel, car rental, and \$50.00 per diem.

Labor rates will be invoiced at the technician and engineering rates listed above in this response.

4. Cost / Cost to Maintain

Please provide fixed pricing on the following:

- h. Any other costs not listed above

The Intoxilyzer Accessories pricing is listed in the attached cost envelope.

5. Ease of Repair / Maintenance / Calibration

- a. Vendor must include a parts list with current pricing list must be provided (as a separate attachment).

This is in the envelope included in section 4 of our response.

5. Ease of Repair / Maintenance / Calibration

- b. Vendor must include a Factory Service Manual(s) and related information.

Please find the Technical Guide included in the confidential envelope.

5. Ease of Repair / Maintenance / Calibration

- c. Vendor must include all Manufacturer Recommended Maintenance Schedules.

As an infrared-based instrument, the Intoxilyzer 9000 rarely requires calibration and therefore does not require periodic maintenance in this regard. The instrument is configured to perform self-diagnostics after being switched on and after periods of inactivity to determine that its systems are within operational limits and ranges. The instrument can be configured to perform self-diagnostics and/or calibration checks with each test performed, or on a periodic basis determined by the customer, based on their own needs or regulations. Any recommendations beyond this will be further defined in conjunction with the customer.

5. Ease of Repair / Maintenance / Calibration

- d. Vendor must include recommended tooling and equipment list for certification as Factory repair center.
 - i. Simulators (one for each concentration and water)
 - ii. Ethanol solutions (various concentrations)
 - iii. Flow meter (with air source)
 - iv. Hand tools (for disassembly/reassembly)
 - 1. Phillips head screwdrivers, #1 and #2
 - 2. Adjustable wrenches
 - 3. Diagonal cutters
 - 4. Pliers
 - 5. Nut driver 5.5mm
 - 6. Small tuning tool
 - v. Soldering/De-soldering equipment (capable of surface mount fine pitch)
 - vi. Test aids – external printer, external keyboard, various interface cables

6. Service / Warranty / Legal

- a. Provide details of "Manufacturer Legal Support" levels your company offers, e.g., FRYE / SCHRECK hearings and systemic instrument failure issues.

CMI is committed to ensuring the reliability and admissibility of the Breath Alcohol Test results (BAT). CMI's Intoxilyzer 9000 utilizes the same tried, true, and accepted scientific methods of infrared absorption technology as CMI's Intoxilyzer 5000. Any support in comparison of the two or in support of both can be made available upon request. CMI will fully support and investigate any systemic instrument failure issues. CMI will work with the State should any issues arise.

We provide various levels of legal support to our customers. Our customers have access to CMI's in-house legal department. We provide training and support for law enforcement in the operation of our instruments. We provide expert testimony when needed in court proceedings to support the admissibility of the BAT. We provide legal assistance to law enforcement to support the admissibility of the BAT. We also provide research and litigation support to Prosecutors, Solicitors, and Assistant State Attorneys on new developments in DUI law when requested. We provide support from the Trial Courts through the State Supreme Court.

6. Service / Warranty / Legal

- b. Include copy of current Manufacturer Service and Support terms

Note the Statement of Warranty attached in section 8.1 of this response.

6. Service / Warranty / Legal

c. Include copy of current Manufacturer Service and Support Prices

CMI will extend a 15% discount off of the parts price list to the state of Colorado for the duration of this contract. The parts price list is included in section 4 of this response.

6. Service / Warranty / Legal

- d. Include a copy of Manufacturer Shop Rates

CMI's standard service shop labor rate is \$79.00/Hr.

6. Service / Warranty / Legal

e. Provide details of Manufacturer Hardware Exchange Program, if applicable

The CMI Factory Board Exchange program allows the instrumentation owner to return non-functioning, serviceable printed circuit boards from their Intoxilyzer 9000 for exchange with a fully tested and functioning replacement. Serviceable boards returned for exchange will be replaced with an equivalent board from the board pool. These boards will have a 90 day warranty and are priced at a 40% discount from the current list price.

6. Service / Warranty / Legal

- f. Provide details of Factory Support (technical, legal and operating support including software and IT support)**

CMI maintains an engineering team with over 75 years of combined experience in the configuration of instruments to a customer's requirements. These engineers also provide a mechanism for knowledge transfer to bring your staff up to speed quickly on the internal workings of the instrument establishing a deep working knowledge base within your staff. CMI engineers also assist the service department in the troubleshooting of any unique issue that might arise given a particular set of circumstances. CMI's engineering staff is capable and experienced in providing legal support to our customers in the form of expert testimony, affidavits, and document review.

CMI's software quality control personnel can assist with operational questions regarding the instrument as well as configuration and data base inquiries. Assistance with instrument issues real or perceived can also be given through the SQC.

CMI's engineering and software quality control can assist with IT or program installation questions and issues. From installation of seats of CMI's database management package to upgrades of the active COBRA system, this help is available upon request.

6. Service / Warranty / Legal

- g. Include a copy of applicable warranty information on parts and labor (Extended Warranty)**

Please see the attached warranty program documents in section 8.1. and 8.2. of our response.

- 1. Statement of Warranty**
- 2. Intoxilyzer 9000 Extended Warranty Programs**

6. Service / Warranty / Legal

h. Provide details of applicable buyback policy on any parts or instruments

N/A

6. Service / Warranty / Legal

- i. Provide a list of any and all related or required licenses for manufacturer or 3rd party software

The CMI License agreement is attached in Section 8.4

6. Service / Warranty / Legal

- j. Please verify the anticipated service life of the instrument. Please describe manufacturer hardware and technical support for the service life of the EBAT Instrument.

The anticipated serviceable life of the Intoxilyzer 9000 is in excess of 15 years depending on the use. CMI has provided technical support for other instruments manufactured by CMI for many years past the final sale of the last instrument in that series. CMI continues to support instruments no longer manufactured and has even offered redesigns of components on older pieces of equipment when necessary to maintain that equipment at the request of customers.

CMI stands committed to work with the states through the anticipated serviceable life of the instruments.

7. Manufacturer Training / Technical Support

- a. ***Please verify awarded vendor agrees to train the CDPHE EBAT staff and certify them as a Factory Approved Independent Repair Center with ongoing Training Certification. Please verify vendor will provide Factory certified training to CDPHE Lab (EBAT) staff within 30 days after contract execution.**

In order to achieve the status of CMI Factory Authorized Service Agency, the CDPHE Lab (EBAT) staff must successfully complete the Factory Certification Course on instrument maintenance and attend specialized bench time training at the factory. These training requirements are necessary for qualified people on the CDPHE staff tasked with working/repair of instruments. These requirements typically also require a degree in electronics or similar experience.

7. Manufacturer Training / Technical Support

- b. Please provide details as to the availability of manufacturer technical references and information to service.

CMI's technical references to the operation and repair of the Intoxilyzer are made available to our customers in training sessions, and as required to maintain their instruments in proper working condition.

7. Manufacturer Training / Technical Support

- c. Please provide details as to the ease of use of manufacturer technical references and information

CMI's technical information is first used by our service team where they make changes to the documents to insure the best, quickest, and simplest methods are used to maintain our instrumentation. These same instructions are shared with our customers during the numerous training sessions CMI offers. We believe that our technical documents are thorough and easy to follow for both the novice and experienced technician.

7. Manufacturer Training / Technical Support

- d. Vendor must include a EBAT Instrument Operational user guide

The Operator's Guide is included in the confidential envelope.

7. Manufacturer Training / Technical Support

- e. Please provide details as to how the vendor proposes providing clear instruction on the demonstration and use of the EBAT Instrument from the manufacturer.

The Vendor proposes to utilize audio and visual presentations coupled with the instrument training manual in a classroom setting with Colorado Staff to first familiarize staff with the instrumentation, procedures, menus, options, and software, firmware and hardware. At the conclusion of the class-room style instruction a bench time training session will take place with attendee's having hands-on experience with the instrument under the tutelage of CMI Staff. This will be hands-on training with the ability to interact with CMI staff regarding specific needs of the Colorado staff and their evaluation process.

7. Manufacturer Training / Technical Support

- f. Please describe the manufacturer software and technical software support for the service life of the EBAT Instrument.

CMI provides technical support for all aspects of the instrument's operational software. This is provided via telephonic and e-mail support directly from the CMI Engineering and/or Service team for the life of the instrument. Additionally, CMI provides training and support at the annual Intoxilyzer User's Group Conference, hosted on a rotating basis by Breath Alcohol Testing Programs nation-wide.

Statement of Warranty

New Product Warranty

CMI Inc. warrants that each new product will be free from defects in material and workmanship, under normal use and service, for a period of one year from the date of invoice to the initial purchaser. CMI's obligation is limited to repairing or replacing, as CMI may elect, any part or parts of such product, which CMI determines to be defective in material or workmanship. Warranty repairs will be performed at the factory or at a factory authorized service center.

The product, or part of the product, considered to be covered by the conditions of this warranty shall be returned, freight prepaid, in its original shipping container or similar protective container, to the factory, only after receipt of a Returned Material Authorization number from CMI. The repaired or replacement part or product will be returned from CMI or the authorized service center, freight prepaid.

Warranty coverage extends only to the original purchaser and does not include abuse, misuse, cables, switches or use of the product for other than its intended purpose. This warranty also does not apply if the product is adversely affected by attaching any feature or device to it, or is in any way tampered with or modified, without expressed written permission from CMI, Inc.

Repaired Product Warranty

Out of warranty product repairs are warranted for 90 days from the date of repair. This includes labor and those parts, which are replaced. If additional repair is required within the 90-day periods, there will be a charge for any parts that were not originally replaced. Repairs made during this 90-day period that are unrelated to the original repair are not covered under the warranty.

There are no warranties expressed or implied, including but not limited to, other than those contained in this warranty. In no event shall CMI be liable for any loss of profits or any indirect or consequential damages arising out of any such defect in material or workmanship.

INTOXILYZER®
— **CMI** inc. —

316 E. 9th Street
Owensboro, KY 42303
1-800-835-0690
www.alcoholtest.com



INC.

316 East Ninth Street
Owensboro, KY 42303
866-835-0690
www.alcoholtest.com

Intoxilyzer® 9000 Warranty Programs

Gold Protection Plan

\$925.00

(per instrument per year)
volume discounts available

Includes:

Extended Warranty Coverage

- ★ Complete instrument warranty for 12 months (all instrument hardware)*
- ★ Prepaid shipping via ground carrier to and from factory**
- ★ Factory inspection and repair
- ★ Factory calibration of repaired instrument
- ★ Final tested to factory specifications
- ★ 15 workday repair turnaround time (Excludes transit time)

Annual Preventative Maintenance and Inspection

- ★ Prepaid shipping via ground carrier to and from factory**
- ★ Factory inspection and maintenance
- ★ Cleaning of internal hardware as deemed necessary
- ★ Factory calibration
- ★ Final tested to factory specifications

Silver Protection Plan

\$675.00

(per instrument per year)

Includes:

Extended Warranty Coverage

- ★ Complete instrument warranty for 12 months (all instrument hardware)*
- ★ Factory inspection and repair
- ★ Factory calibration of repaired instrument
- ★ Final test to factory specifications

If interested, please contact CMI Customer Service for more information at:

1-866-835-0690

*Warranty does not include customer incurred damage or acts of God. External printers are not covered by this warranty.

**For an instrument requiring repair or annual factory calibration, customer will contact CMI, Inc. A representative will arrange for instrument pick up and ground shipment to CMI, Inc. Instruments serviced by CMI, Inc. will be returned to designated recipient via ground shipment.

Make/Model: ____I-9000____

Pre-DOT Submission Testing Results
IR-based instrument

Dec-11

Test	Target	1	2	3	4	5	6	7	8	9	10	Mean	SD	SE	Pass
Precision and accuracy															
0.020	0.020	0.019	0.020	0.021	0.019	0.020	0.020	0.020	0.020	0.021	0.020	0.020	0.0006	0.000	PASS
0.040	0.039	0.038	0.039	0.039	0.040	0.040	0.041	0.040	0.040	0.040	0.040	0.039	0.0008	0.000	PASS
0.080	0.079	0.078	0.079	0.079	0.079	0.079	0.079	0.082	0.080	0.080	0.079	0.079	0.0010	0.000	PASS
0.160	0.099	0.099	0.098	0.099	0.098	0.097	0.098	0.099	0.100	0.100	0.100	0.098	0.0010	-0.001	PASS
0.300	0.301	0.301	0.304	0.306	0.305	0.306	0.302	0.302	0.300	0.302	0.302	0.303	0.0021	0.002	
Blank Reading [0.000]	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000		0.000	PASS
Acetone Interference															
low acetone (.020 + 70uL)	0.020	0.020	0.021	0.021	0.022	0.020	0.021	0.021	0.021	0.022	0.021	0.021	0.0006	0.001	PASS
high acetone (.020 + 115uL)	0.020	0.023	0.022	0.023	0.021	0.023	0.023	0.023	0.022	0.023	0.022	0.022	0.0007	0.002	PASS
Breath Sampling @ 0.080															
0.2 Liters/sec for 3.3 sec	0.079	0.080	0.079	0.079	0.078	0.079	0.079	0.078	0.078	0.079	0.078	0.079	0.0005	0.000	PASS
0.3 Liters/sec for 2 sec	0.079	0.078	0.078	0.077	0.078	0.078	0.080	0.078	0.078	0.079	0.078	0.077	0.0005	-0.002	PASS
0.5 Liters/sec for 4 sec	0.079	0.077	0.077	0.076	0.077	0.077	0.076	0.078	0.077	0.077	0.076	0.076	0.0005	-0.003	PASS
Power @ 0.080															
11 Volts, DC	0.079	0.078	0.079	0.079	0.080	0.079	0.078	0.080	0.079	0.080	0.080	0.079	0.0007	0.000	PASS
15 Volts, DC	0.079	0.080	0.080	0.080	0.079	0.080	0.080	0.081	0.080	0.080	0.081	0.080	0.0005	0.001	PASS
108 Volts, AC	0.079	0.079	0.079	0.079	0.079	0.081	0.080	0.080	0.079	0.080	0.080	0.079	0.0006	0.000	PASS
123 Volts, AC	0.079	0.080	0.079	0.079	0.079	0.080	0.079	0.079	0.079	0.080	0.079	0.079	0.0004	0.000	PASS
Temperature @ 0.080															
20 Deg C	0.080	0.081	0.081	0.081	0.080	0.081	0.081	0.080	0.080	0.080	0.081	0.080	0.0005	0.000	PASS
30 Deg C	0.080	0.081	0.082	0.080	0.081	0.080	0.081	0.079	0.080	0.080	0.081	0.080	0.0008	0.000	PASS
Post Vibration @ 0.080	0.080	0.081	0.081	0.081	0.080	0.081	0.081	0.080	0.080	0.080	0.081	0.080	0.0005	0.000	PASS

Notes

CMI, Inc.

STANDARD SOFTWARE LICENSE AGREEMENT - RESTRICTED

WARNING BEFORE INSTALLING THIS SOFTWARE PLEASE READ THE FOLLOWING TERMS AND CONDITIONS. INSTALLING THIS SOFTWARE WILL INDICATE THAT YOU ACCEPT THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT YOU SHOULD RETURN THE SOFTWARE TO CMI FOR A REFUND. THIS SOFTWARE PRODUCT IS LICENSED NOT SOLD.

1. DEFINITIONS

"CMI" - CMI, Inc., 316 East 9th Street, Owensboro, KY. The author and copyright owner, or Licensor of this software.

"ORIGINAL SOFTWARE" - The software in this package, subsequent CMI revisions, and related documentation.

"COMPOSITE SOFTWARE" - Any software which includes any portion of the Original Software.

"DERIVATIVE SOFTWARE" - Any software which is based on the Original Software in whole or in part.

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"LICENSED SOFTWARE" - The Original, Composite, and Machine-readable Software, copies of such software, and related documentation.

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d) "Restricted", Licensee shall not copy the Licensed Software or transfer it outside the Registered Business Premises.

e) "Restricted" or "Original Restricted", licensee shall only make copies for archive purposes.

f) To allow transfer of Licensed Software to a third party, Licensee must:

1. Ascertain that the third party is not engaged in a Breath Alcohol Instrument manufacturing business, and have the third party agree to comply with all the terms of this agreement, and

2. Indemnify and hold CMI harmless from all consequential claims and damages

3. CONFIDENTIALITY

If the Licensed Software is identified as being Restricted in any way, the Licensed Software will be treated as a proprietary trade secret of CMI, and Licensee shall hold it in strictest confidence without disclosure to another individual or party during the term, or for twenty (20) years after termination, of this Agreement.

4. PERFORMANCE WARRANTY

CMI warrants for ninety (90) days after acceptance of this Agreement, that the Original Software, when installed as specified, will perform as described in the Documentation. The Warranty or Maintenance do not assure that the software will meet your requirements. Further the Warranty or Maintenance do not assure error free or uninterrupted operation of the Original Software or the correction of all defects.

5. OTHER RESTRICTIONS

You may not rent or lease the software. You may not reverse engineer, decompile, disassemble, or create derivative applications from this software.

6. LIMITATIONS OF PERFORMANCE REMEDY

LICENSEE'S SOLE REMEDY BY CMI SHALL BE REPLACEMENT OF THE ORIGINAL SOFTWARE, OR TERMINATION OF THIS AGREEMENT WITH A REFUND OF THE LICENSE AND CURRENT MAINTENANCE PAYMENT MADE TO CMI.

7. PATENT AND COPYRIGHT CLAIMS

CMI MAKES NO EXPRESS, IMPLIED OR STATUTORY WARRANTY, THAT THE LICENSED SOFTWARE OR ITS USE, SHALL BE FREE FROM INFRINGEMENT OF PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT CLAIMS.

8. LIMITATIONS OF DAMAGE

CMI OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE PREPARATION OF THE LICENSED SOFTWARE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR INCIDENTAL EXPENSES ARISING FROM THIS AGREEMENT OR USE OF THE LICENSED SOFTWARE.

9. MAINTENANCE TERM

The initial maintenance term of this agreement is six (6) months from acceptance of this agreement, a subsequent renewed maintenance term must commence without a break from expiration of a previous maintenance term, and expires six (6) months later. Maintenance will be provided throughout the life of this agreement providing that Licensee has paid the required fees for maintenance.

10. UPGRADES TO LICENSED SOFTWARE

Revisions classified as Upgrades are made available at separate published fees.

11. APPLICATIONS SUPPORT

a) CMI will make telephone assistance available, on weekdays between 9:00a.m. and 4:00 p.m.(CST), to provide assistance to Licensee with issues associated with the Original Software.

b) Licensee may, with CMI approval, send documentation of a problem to CMI, who will use reasonable efforts to provide a solution within five (5) business days after receipt. If appropriate, CMI will use reasonable efforts to incorporate the solution in the next Revision of the Original Software. CMI does not represent or guarantee that all problems can be corrected.

c) CMI services performed beyond this Agreement scope are made at CMI's then prevailing rates covering materials, labor, and travel expenses.

d) Support is provided for the most current and previous Revision level of the Original Software, and not to Licensee's derivative or Composite Software.

12. FEES

a) Fees are exclusive of taxes, and Licensee will pay any international, federal, state, or local taxes (exclusive of taxes on CMI's net income) or other assessments.

b) Maintenance over the Initial Maintenance Term is included with purchase of the Licensed Software. The non-refundable Renewed Maintenance fee must be paid in advance of any Renewed Maintenance Term commencing.

13. TERMINATION

The License perpetually continues from acceptance of this Agreement, unless Licensee terminates or breaches this Agreement, upon which Licensee shall destroy all Licensed Software and Composite Software.

14. GENERAL

a) This Agreement is to be governed by the laws of the State of Kentucky or applicable U.S. federal law. If a provision of this

Agreement is found to be invalid by a court of competent jurisdiction, those remaining provisions shall remain in full force and effect.

b) This is the only Licensed Software Agreement between CMI and the Licensee, except where Licensee enters into a signed Agreement with CMI and which may take precedence over this Agreement.

Request for Proposal Vendor Information Form

Request for Proposal properly marked as to RFP NO., DATE and HOUR of opening, subject to the conditions herein stipulated and in accordance with the specifications set forth and/or attached hereto, will be accepted at the address listed below, prior to the date and time listed for the quote opening. All proposals shall be quoted F.O.B. destination, unless otherwise specified, to the delivery location or jobsite listed herein.

**REQUEST FOR PROPOSAL: TM-LSD121208
EVIDENTIAL BREATH ALCOHOL TESTING INSTRUMENTS FOR THE COLORADO
DEPARTMENT OF PUBLIC HEALTH & ENV. EVIDENTIAL BREATH ALCOHOL TESTING
UNIT, (EBAT).**

**RETURN RFP TO:
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
AFSD-PURCH-C1-ROOM 154-A
4300 CHERRY CREEK DRIVE SOUTH
DENVER, CO 80246-1530**

SEE ATTACHED PAGES FOR TERMS AND CONDITIONS AND RFP REQUIREMENTS.

IMPORTANT: Bidders should read the entire document before submitting a proposal.

SOLICITATION MUST BE SIGNED IN INK

FEIN #: 61-1205273 (Federal Employer's Identification Number)

VENDOR CMI, Inc.

ADDRESS 316 East Ninth Street

CITY, STATE, ZIP Owensboro, KY 42303

TYPED OR PRINTED NAME Toby Hall

Handwritten Signature by Authorized Officer or Agent of Vendor 

TERMS

Terms of less than 30 calendar days will not be considered.

TITLE President

E-MAIL tshall@alcoholtest.com

DATE January 17, 2012

PHONE # 270-685-6354 FAX# 270-685-6678

This Request for Proposal is subject to Terms and Conditions on attached sheets.

RETURN THIS FORM WITH ORIGINAL COPY