

Quotation

EMI INC.
Operations of MPD, Inc.
316 East Ninth Street
Owensboro, KY 42303
1 800 835 0690
Fax: (270) 685 6268

TO:

Florida Department of Law Enforcement
Alcohol Testing Program
2331 Phillips Road
Tallahassee, FL 32308
Attn: Laura Barfield

INQUIRY NO. _____

DATE April 15, 2002

TERMS Net 30 Days

DELIVERY 30 Days ARO

PRICES QUOTED ARE F.O.B.:
Destination

WE ARE PLEASED TO QUOTE ON YOUR INQUIRY AS FOLLOWS:

QTY

DESCRIPTION

PRICE

AMT

1

Stationary Application
Intoxilyzer 8000

This price includes: Organizer Stand & Gas Delivery
System, Mouthpieces, 3 Rolls of printer paper, Scotty Gas
Cylinder 105 Liter (.80) and a two year limited factory
warranty.

\$6000.00

Options:

Phone Line Share Device (1 Line)
Phone Line Share Device (5 Line)
ABCD Printer Switch Box
Protective Cover
Power Strip
Portable Gas Delivery System
Scotty 5 Gas Cylinder
Scotty 17 Gas Cylinder
Laser Printer (HP 1200)

\$139.00
\$309.00
\$27.00
\$50.00
\$22.00
\$452.00
\$95.00
\$65.00
\$475.00

* This price doesn't include state & local taxes

CMI 0001

QUOTED BY: Thomas Myers, Reg. Sales Manager/Law Enforce

Quotation

EMI INC.
Operations of MPD, Inc.
316 East Ninth Street
Owensboro, KY 42303
1 800 835 0690
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\$139.00

Phone Line Share Device (5 Line)

\$309.00

ABCD Printer Switch Box

\$27.00

Protective Cover

\$50.00

Power Strip

\$22.00

Portable Gas Delivery System

\$452.00

Scotty 5 Gas Cylinder

\$95.00

Scotty 17 Gas Cylinder

\$65.00

Laser Printer (HP 1200)

\$475.00

* This price doesn't include state & local taxes

CMI 0002

QUOTED BY: Thomas Myers, Reg. Sales Manager/Law Enforce

Quotation

CMI INC.
Operations of MPD, Inc.
316 East Ninth Street
Owensboro, KY 42303
1 800 835 0690
Fax: (270) 685 6268

TO:

Florida Department of Law Enforcement
Alcohol Testing Program
2331 Phillips Road
Tallahassee, FL 32308
Attn: Laura Barfield
Fax: 850-488-1760

WE ARE PLEASED TO QUOTE ON YOUR INQUIRY AS FOLLOWS:

INQUIRY NO. _____

DATE June 17, 2002

TERMS Net 30 Days

DELIVERY 30 Days ARO

PRICES QUOTED ARE F.O.B.:
Destination

QTY

DESCRIPTION

PRICE

AMT

15

Stationary Application

Intoxilyzer 8000

This price includes: Organizer Stand & Gas Delivery System, Mouthpieces, 3 Rolls of printer paper, Scotty Gas Cylinder 105 Liter (.80) and a two year limited factory warranty.

\$6000.00ea

\$90000.00

* This price doesn't include state & local taxes

Thomas A. Myers

CMI 0003

QUOTED BY: Thomas Myers, Reg. Sales Manager/Law Enforce

Quotation

CMI INC.
Operations of MPD, Inc.
316 East Ninth Street
Owensboro, KY 42303
1 800 835 0690
Fax: (270) 685 6268

TO:

Florida Department of Law Enforcement
Alcohol Testing Program
2331 Phillips Road
Tallahassee, FL 32308
Attn: Laura Barfield

INQUIRY NO. _____**DATE** July 29, 2002**TERMS** Net 30 Days**DELIVERY** 30 Days ARO**PRICES QUOTED ARE F.O.B.:**
Destination

WE ARE PLEASED TO QUOTE ON YOUR INQUIRY AS FOLLOWS:

QTY	DESCRIPTION	PRICE	AMT
1	<p>Intoxilyzer 8000 This price includes: Gas Delivery System, Mouthpieces, 3 Rolls of printer paper, Scotty Gas Cylinder 105 Liter (.80), HP 1200 Laser Jet Printer and a two year limited factory warranty.</p> <p>* This quote is for law enforcement agencies that do not receive instrument from the state of Florida.</p> <p>** This price doesn't include state & local taxes</p>	\$6475.00	

CMI 0004

QUOTED BY: Thomas Myers, Reg. Sales Manager/Law Enforce



316 E. 9th St.
Owensboro, KY 42303
1-800-835-0690
Fax: 270-685-6678
www.alcoholtest.com

FAX TRANSMISSION

TO: Taura Barfull (Company) FDLE
(Fax Number) (850) 488-1760
FROM: Tom Myers (Return Fax Number) (270) 685-6678
SUBJECT: I-8000 Card COPIES TO: _____
DATE: July 29, 2002 Number of Pages: 2

Taura:

Here is the copy of a guide you re-
quested. I also need to discuss training
with you. I will call you tomorrow.

Regards,

Tom Myers.



Thomas S. Myers
Regional Sales Manager
Breath Alcohol Programs,
Law Enforcement

Phone: 270-685-6517
Fax: 270-685-6678
E-mail: tsmyers@alcoholtest.com
Pager: 800-927-1721
316 E. 9th St. • Owensboro, KY 42303
1-800-835-0690 www.alcoholtest.com

...so you can breathe easier

INTOXILYZER® ...so you can breathe easier



***** TRANSMISSION REPORT *****

JUL-29-02 13:01

ID:502 885 6670

CMI INC.

START TIME	JUL-29-02 13:00
TELEPHONE NUMBER	010504001760
NAME(ID NUMBER)	050 400 1760
TRANSMISSION MODE	EMMR
RESOLUTION	STD
PAGES TRANSMITTED	002
MAILBOX	OFF
SECURITY	OFF
INFORMATION CODE	OK
REDIALING TIMES	00
MACHINE ENGAGED	00'34
JOB NUMBER	558

THIS TRANSMISSION IS COMPLETED.

LAST SUCCESSFUL PAGE. 002

Quotation

CMI INC.
 316 East Ninth Street
 Owensboro, KY 42303
 1 866 835 0690
 Fax: (270) 685 6268

INQUIRY NO. _____

DATE August 6, 2002

TERMS Net 30 Days

DELIVERY Per CMI schedule

PRICES QUOTED ARE F.O.B.
Destination

TO:

FDLE
 Ms Laura Barfield
 PO Box 1489
 Tallahassee, FL 32302-1489

850-488-1760 fax for Laura Barfield
 850-410-7333 fax for Sonya Avant

WE ARE PLEASED TO QUOTE ON YOUR INQUIRY AS FOLLOWS:

QTY	DESCRIPTION	PRICE	AMT
250	CMI Intoxilyzer 8000 breath alcohol testing instruments #002480FL Intoxilyzer 8000 #021301FL Printer #021302FL Display #021339FL Modem #021305FL Badge Reader # Gas delivery system #021331 Gas ready #021327 AC power #021329FL DC power #021292FL Standard keyboard #015083 printer paper 3 rolls per unit #015007 mouthpieces (100) per unit Two year limited factory warranty	\$6000.00ea	\$1,500,000.00

CMI 0007

QUOTED BY: Thomas S. Myers, National Sales Manager

STATE OF FLORIDA
DEPT. OF HIGHWAY SAFETY AND MOTOR VEHICLES

PURCHASE ORDER

SHIP TO: CHERI DAVIS/8504141103
FLORIDA HIGHWAY PATROL
ACADEMY - NEW WING
2908 RIDGEWAY ST
TALLAHASSEE

FL 32310-5029

PO NO: S 7600 W02934
ISSUE DATE: OCTOBER 27, 2004
PO NUMBER MUST APPEAR ON ALL CORRESPONDENCE,
SHIPMENTS, AND INVOICES. SEE REVERSE SIDE FOR
ADDITIONAL TERMS AND CONDITIONS.

INVOICE TO: DEPT OF HWY SAFETY & MOTOR VEH
BUREAU OF ACCTG/DISBURSE, MS22
2900 APALACHEE PARKWAY
TALLAHASSEE

FL 32399-050

VENDOR (NOT TRANSFERABLE)

CMI, INC.
316 EAST NINTH STREET
OWENSBORO,

KY 42303

VEN#: F611205273001
CMBE: A
BID/QUOTE/CONT NO: SS/181023

Copy

STATE SALES TAX EXEMPT

FOB: DESTINATION

FGT: FRT INCLUDED IN PRICE

P.O. LINE	COMMODITY CODE/DESCRIPTION	QUANTITY AND UNIT	UNIT PRICE	EXTENDED TOTAL
1	680 020 000 0000 INTOXILYZER 8000 FLORIDA PACKAGE WHICH INCLUDES THE FOLLOWING: 002480FL INTOXILYZER 8000 011148 GAS DELIVEY SYSTEM 015007 MOUNTH PIECES (100 PER PACKAGE) 015088 PRINTER PAPER (3 ROLLS) 340129 808 SCOTTY V CYLINDER 015071 SOFTWARE 490137 SAMSUNG ML 1750 EXTERNAL PRINTER	13 EACH	\$5,975.000 0.000% DISC TAKEN	\$77,675.00
2	680 020 000 0000 490106 EXTERNAL PRINTER CABLE	13 EACH	\$375.000 0.000% DISC TAKEN	\$4,875.00

DELIVER ON OR BEFORE: 11/26/2004
PURCHASE CODE: G SINGLE SOURCE

DELIVER BETWEEN 8:00 A.M. AND 4:00 P.M. ONLY

DISCRIMINATION: IN ACCORDANCE WITH SECTION 287.134,
FLORIDA STATUTES, AN ENTITY OR AFFILIATE WHO HAS BEEN
PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT
SUBMIT A BID ON A CONTRACT TO PROVIDE GOODS OR SERVICES
TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT
WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF
A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS
ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT
AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUB-
CONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY

CONTINUED ON NEXT PAGE

FLORIDA SALES TAX EXEMPTION NO: 47-04-025953-52C

CMI 0008

STATE OF FLORIDA
DEPT. OF HIGHWAY SAFETY AND MOTOR VEHICLES
PURCHASE ORDER
PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY
PUBLIC ENTITY.

PO NO: S 7600 W02934
ISSUE PAGE: 2

DELIVER ON OR BEFORE: 11/26/2004
PURCHASE CODE: G SINGLE SOURCE

REQ NO
18 10 23

ORIGINATOR
CHERI DAVIS/8504141103

---ORG. CODE--- EO VR OBJECT
76 10 01 04 000 17 01 512010

ENCUMBRANCE
\$82,550.00

P.A. / TELEPHONE
DAVID SHUFFLEBOTHAM

TOTAL \$82,550.00

850-488-8290

AMOUNT \$82,550.00 F611205273 001 S 7600 W02934
VENDOR NO P/O NUMBER

**** END OF PURCHASE ORDER, LINE ITEM COUNT:

BY: 
AS AGENT FOR ABOVE NAMED GOVERNMENT ENTITY
2 *****

FLORIDA SALES TAX EXEMPTION NO: 47-04-025953-52C

CMI 0009

TERMS AND CONDITIONS

SUBSTITUTIONS: Do not unilaterally substitute items, alter schedules, increase prices, or add, delete or amend terms and conditions. If unable or unwilling to process the order as written, contact the purchasing agent whose name and telephone number appear at the bottom of the purchase order.

EXPIRED TERM PURCHASE ORDERS: Goods or services are not to be provided after the expiration date of a term order. It is the vendor's responsibility to discontinue service and / or retrieve his/ her equipment unless a written extension or renewal order is received in advance.

INVOICES: Send three (3) copies, referencing a valid purchase order number, to the Bureau of Accounting Accounts Payable Section, Neil Kirkman Building, Room A414, MS-22 2900 Apalachee Parkway, Tallahassee, Florida 32399-0514, telephone (850) 488-3319, unless an instruction to invoice to the "ship to" address appears on the face of the purchase order.

PROMPT PAYMENT LAW: Section 215.422, F.S. provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days measured from the later of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at 850/488-5380 or Purchasing Office at 850/488-8290. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792

ANNUAL APPROPRIATION: In accordance with s.287.0582, FS, if this contract binds the State or this agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

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300 evidential

Phase 3 (48 page)

Hagan, Pam

Federal, state (75)

Training - Trust funding mid-Nov.

From: Hagan, Pam

FAC 910

Sent: Friday, October 29, 2004 1:42 PM

To: Laura Barfield (laurabarfield@fdle.state.fl.us)

Cc: King, Tony; Hall, Toby; Faulkner, Brian; Rhea, Stuart

Subject: Summary

Charges - terminology change.
- Question (wording)

FHP -

Hi Laura,

As mentioned during our phone conversation yesterday, this purpose of this email is to provide you with the "to-do" list for instrument software we've been working from. As well as to provide you with a 2 inspection forms for your approval.

"To-Do" List

user

1.) Re-order data entry questions so that Operator Agency is entered immediately after other operator details.

2.) Remove UTC # / Case # and Video # data entry questions.

3.) Observation time shall not allow time in future.

4.) Level 3 password to be programmable with default password.

Minimum Sample

5.) Always print first subject sample if it is good - unless an 'un-recoverable' instrument exception occurs that invalidates the test.

6.) Provide Sample Now prompt shall give indication of Alcohol Free or Mouth Alcohol sample during inspection routine.

7.) Disabled mode will give indication of why the instrument is disabled (memfull, upload AI, factory disable...)

8.) Provide pull-down list entries for Operator and Arrest Agency data entry questions.

9.) Inspection forms will print 1st and 2nd series of simulator tests in same box if the simulator test was 'retried'.

* 10.) "Upload Y/N?" option for AI menu/inspection routine only. *Department Inspections*

11.) Implement download support for Florida specific record types - insertion reports, login records.

12.) Form layout revisions for inspection reports. (Attached to this email.)

? 13.) Disable instrument when 150 tests or 30 days since last inspection is reached.

14.) Drop Down List for Offense Code

To date, the following items have been completed: 1,2,3,7,9,10, 11, and 12.

Sole Source by rate

Also, I have been asked by one Brevard County to provide a state contract number for their I-8000 purchase. I've looked through everything on this side and cannot come up with it. Do you know what the number is? Or, can you direct me to someone that can assist me with it?

by Florida Marketplace.com

I look forward to meeting with you next week. If you need anything from me, please feel free to call me on my cell at any time.

are under

Best regards,

11/18/03 Pam Sub. 2

Pamela J. Hagan
Technical Sales Manager
CMI, Inc.
316 East Ninth Street
Owensboro, KY 42303
Phone: 800-545-4572 ext. 6
Fax: 270-685-6678
Cell: 270-748-0805
Email: pjhagan@alcoholtest.com
Web: www.alcoholtest.com

DEPARTMENT INSPECTION REPORT - INTOXILYZER 8000

Serial Number: <2XXXXXX/>
Date of Inspection: <10XXXXXX/>

[illegible]

Remarks:

[illegible]

Signature

<41XXXXXXXXXXXXXXXXXXXXXXXXXXXX/>>
Name

<10XXXXXX/>
Date

AGENCY INSPECTION REPORT - INTOXILYZER 8000

Date of Inspection: <10XXXXXX/>

Alcohol Free Test (g/210L)	0.05 g/210L Test (g/210L) Lot#:<48XXXXX/> Exp:<49XXXXX/>	0.08 g/210L Test (g/210L) Lot#:<50XXXXX/> Exp:<51XXXXX/>	0.20 g/210L Test (g/210L) Lot#:<52XXXXX/> Exp:<53XXXXX/>	0.08 g/210L Test Dry Gas Std(g/210L) Lot#:<54XXXXX/> Exp:<55XXXXX/>
<57/> <57XXX/>	<57/> <57XXX/>	<57/> <57XXX/>	<57/> <57XXX/>	<57/> <57XXX/>
<57/> <57XXX/>	<57/> <57XXX/>	<57/> <57XXX/>	<57/> <57XXX/>	<57/> <57XXX/>
<57/> <57XXX/>	<57/> <57XXX/>	<57/> <57XXX/>	<57/> <57XXX/>	<57/> <57XXX/>

Remarks:

[illegible]

I certify that I hold a valid Florida Department of Law Enforcement Agency Inspector Permit and that I performed this inspection in accordance with the provisions of Chapter 11D-8, FAC.

<41XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX/>
Name

<10XXXXXX/>
Date

BREATH ALCOHOL TEST AFFIDAVIT

Instrument Registered To: <1XXXXXXXXXXXXXXXXX/>

Date of Test: <10XXXXX/>

Observation Period Began: <22XXXXXXXXXXXX/>

[illegible]

The subject was observed for at least twenty-minutes prior to the administration of the breath test to ensure that the subject did not take anything orally and did not regurgitate.

[illegible]

State of Florida, County of _____,

Personally appeared before me, the undersigned authority, who () is personally known to me () produced _____ as identification, and who after being placed under oath, states:

I <62XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX>, hold a valid Breath Test Operator permit issued by the Florida Department of Law Enforcement, I administered the above breath test to the subject named above in accordance with Florida Administrative Code Chapter 11D-8, and this form is a true and accurate report of that breath test.

Breath Test Operator: _____ Signature _____ Date: _____

Sworn to (or affirmed) before me this _____ day of _____, _____

Signature of Notary Public-State of Florida Printed Name of Notary Public-State of Florida

Note: Pursuant to section 117.10, Florida Statutes, law enforcement officers, correctional officers, traffic accident investigation officers and traffic infraction enforcement officers are notaries public when engaged in the performance of official duties.

November 4, 2004

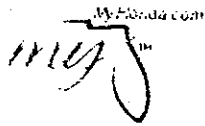
Notes from meeting with Laura Barfield & Roger Skipper

Attendees: Brian Faulkner, Toby Hall, Tony King, Pam Hagan, Roger Skipper.
Laura Barfield

- Approximately 300 persons could perform agency inspections.
- Laura will advise regarding the complies statement on the form.
- FDLE website: www.fdle.state.fl.us/atp
- Instrument potential:
 - 300 evidential instruments
 - 150 training instruments
 - 75 federal/state instruments
 - 10 fish and wildlife instruments
 - 535
- Phase III – training instruments (48) – believe funding will be received in mid- November
- CMI is the sole source supplier via rule.
- <http://www.myfloridamarketplace.com>
- Rule: 11D-8.002-17

To Do:

- **Words in all Caps (those appearing in the handouts Laura provided) must appear on the instrument display. Abbreviations okay.**
- **Change the word "operator" to user.**
- **Remove the word "revised" from forms 38, 40, & 41.**
- **All valid breath results must be reported. Failures are to be reported as they occur.**
- **Provide Laura with a list of software changes for version 10 up.**
- **Florida will require own certificate of calibration indicating "infrared instrument."**



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Advertisement Detail**Dept of Highway Safety and Motor Vehicles****Agency Decisions****Intoxilyzer 8000 Florida Package**

Advertisement Number: SS/181023

Version Number: 000

Advertisement Begin Date/Time: 10/20/2004 - 09:00 A.M.

Commodity Code(s):

680-020-000-0000

Description(s):

CMI, INC.

Price: \$82,550.00

Agency Decisions will be available at:

Neil Kirkman Bldg., Room B412

2900 Apalachee Pkwy., MS31

Tallahassee, FL, 32399 -0524.

Agency Decisions will be opened at the above address at 09:00 A.M., October 25, 2004.

Please direct all questions to:

David Shufflebotham

Phone: (850) 488-8290

FAX: (850) 922-6273

Suncom Phone: 278-8290

Suncom FAX: 292-6273

Email: shufflebotham.david@hsmv.state.fl.us

[Click here to view more related documents.](#)

CMI 0018

VBS Helpdesk

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Privacy Statement

CMI 0019

**DESCRIPTION OF INTENDED
SINGLE SOURCE PURCHASE
(PUR 7776)**

AGENCY: Department of Highway Safety and Motor Vehicles

TITLE Intoxilyzer 8000 Florida Package

Short description of the commodity or service desired: Breathalyzing Equipment

CONTACT

Name: David Shufflebotham

Address: Neil Kirkman Bldg., Room B412, 2900 Apalachee Parkway, Tallahassee, FL 32399

Telephone: (850) 488-8290

Email: shufflebotham.david@hsmv.state.fl.us

Internal tracking number, if any: SS181023

Date posted: 10/5/04

Last day for receipt of information: 10/14/04

This description of commodities or contractual services intended for purchase from a single source is posted in accordance with section 287.057(5)(c), Florida Statutes and will remain posted for a period of at least 7 business days.

Commodity or Service Required (commodity class and group, manufacturer, model, and description, as appropriate):

680-020, CMI Inc. Intoxilyzer 8000 Florida Package which includes the following:

Item #002480FL Intoxilyzer 8000; Item #011148 Gas Delivery System; Item #015007 Mouthpieces; Item #015088 Printer paper; Item # 340129.808 Scotty V Cylinder; Item #015071 Software; Item #490137; Item #490106 Samsung ML 1750 External Printer Cable.

Quantity or Term (as appropriate):

13 each

Requestor (division, bureau, office, individual, as appropriate):

Florida Highway Patrol Academy; Cheri Davis, Office Operations Manager.

Performance and/or Design Requirements (intended use, function or application, compatibility etc. requirements; reference to policy, rule, statute or other act of the Legislature, etc., as appropriate):

For FHP Trooper to use in DUI stops and arrests.

Intended source (vendor, contractor):

CMI, Inc.

Estimated Dollar Amount:

\$82550.00

Justification for single source acquisition (what is necessary and unique about the product, service or source; steps taken to confirm unavailability of competition, as appropriate):

This equipment is the only FDLE approved equipment for statewide use pursuant to Rule 11D-8.003 Florida Administrative Code, Approval of Breath Test Methods and Instruments.

Approved By (names & titles, as appropriate, e.g., requestor, requestor management, information systems, budget, purchasing):

Chief Dawson, FHP

Cheri Davis, Office Operations Manager

Lt. Col. John Czernis

Faithé Loft, Budget

Stacy Wofford, Chief of Purchasing and Contracts

Date: 10/5/04

Prospective vendors are requested to provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the agency, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the agency shall:

1. Provide notice of its intended decision to enter a single-source purchase contract in the manner specified in s.120.57(3) FS, if the amount of the contract does not exceed the threshold amount provided in s.287.017 for CATEGORY FOUR.
2. Request approval from the Department of Management Services for the single-source purchase, if the amount of the contract exceeds the threshold amount provided in s.287.017 for CATEGORY FOUR. If the Department of Management Services approves the agency's request, the agency shall provide notice of its intended decision to enter a single-source contract in the manner specified in s.120.57(3), FS.

**NOTICE OF INTENDED DECISION
TO ENTER INTO A SINGLE SOURCE CONTRACT
(PUR 7778)**

This notice of intended decision to enter into a single source contract is posted in accordance with section 287.057(5)(c), Florida Statutes.

AGENCY Department of Highway Safety and Motor Vehicles

TITLE Intoxilyzer 8000 Florida Package

CONTACT

Name: David Shufflebotham

Address: Neil Kirkman Bldg., 2900 Apalachco Pkwy, Tallahassee, Florida 32399

Telephone: (850) 488-8290

Email: shufflebotham.david@hsmv.state.fl.us

Internal tracking number, if any: SS181023

DMS Single Source number, if applicable:

Date posted: 10/20/04

Time Posted: 9:08 AM.

Commodity or Service Required (commodity class and group, manufacturer, model, and description, as appropriate): 680-020, CMI Inc. Intoxilyzer 8000 Florida Package which includes the following:
Item #002480FL Intoxilyzer 8000; Item #011148 Gas Delivery System; Item #015007 Mouthpieces; Item #015088 Printer paper; Item # 340129.808 Scotty V Cylinder; Item #015071 Software; Item #490137; Item #490106 Samsung ML 1750 External Printer Cable.

Requestor (division, bureau, office, individual, as appropriate):
Florida Highway Patrol Academy; Cheri Davis, Office Operations Manager.

Performance and/or Design Requirements (intended use, function or application, compatibility etc. requirements; reference to policy, rule, statute or other act of the Legislature, etc., as appropriate):
For FHP Trooper to use in DUI stops and arrests.

Intended source (vendor, contractor):
CMI, Inc.

Price:
\$82550.00

Justification for single source acquisition (what is necessary and unique about the product, service or source; steps taken to confirm unavailability of competition, as appropriate)
This equipment is the only FDLE approved equipment for statewide use pursuant to Rule 11D-8.003 Florida Administrative Code, Approval of Breath Test Methods and Instruments.

Approved By (names & titles, as appropriate, e.g., requestor, requestor management, information systems, budget, purchasing, DMS approver)
Chief Dawson, FHP
Cheri Davis, Office Operations Manager
Lt. Col. John Czernis
Faihe Lett, Budget

Stacy Wofford, Chief of Purchasing and Contracts

Signed 

Date 10/18/04

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to file a bond or other security within the time allowed for filing a bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Hagan, Pam

From: Barfield, Laura [LauraBarfield@fdle.state.fl.us]
Sent: Monday, March 28, 2005 4:05 PM
To: Hagan, Pam
Subject: RE: Several Things...

Pam, thanks for the information. We have already made two changes to the software. Once was a "glitch" with the agency inspection procedures. When you accidentally attach an alcohol free with acetone simulator during the alcohol free test, the instrument does not indicate that "Interferent Detect" was obtained and only reports the 0.000. Also, I have decided to allow the operator to change the date and time during the breath test (this change is back to the way it was before). Brian is aware of these changes and is working on them. We may need to do a down load of this revision to all ATP members and then have them check it. What do you think?

I hope you do not think I am crazy regarding the changing of the dates, but I am afraid (in fact, I have been having nightmares) that the defense will cause a great issue regarding the form saying that the operator can/should change the date and the software version the ATP authorized doesn't even let you do it. So, I have gone back to the original software as far as changing the date.

I will let the inspectors know of these deliveries.

I will be placing an order for an additional 60 instruments to be purchased for training centers (training instruments) here in the near future. We have secured over \$350,000 to do this. This is in addition to the Phase I, II and III orders. I will have more information as soon as I complete the grant paperwork. But the funds have been secured.

Thanks for all of your assistance. Laura

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

From: Hagan, Pam [mailto:pjhagan@alcoholtest.com]
Sent: Monday, March 28, 2005 9:30 AM
To: Barfield, Laura
Subject: Several Things...

Laura,

Good Morning! Hope you had a nice weekend.

1.) I contacted UPS this morning regarding the call pick-up for the 11 units we talked about. UPS will arrive at Matt's home tomorrow between (9 am - 7 pm) with pre-printed labels for the 11 boxes.

2.) We have shipped 14 inspector units. The following serial numbers have arrived at the inspector's location:

80-000219 - George Venturi
 80-000225 - Matt Malhiot
 80-000223 - Dwite Hackney
 80-000222 - Steff Neff
 80-000220 - Don Suereth
 80-000228 - Warren Sanger

4/16/2009

CMI 0024

80-000200 - Dwite Hackney
80-000202 - Roger Skipper
80-000221 - George Venturi

The following serial numbers are in transit to the inspector.

80-000227 - Steff Neff
80-000230 - Warren Sanger
80-000206 - Steff Neff
80-000224 - Matt Malhiot
80-000229 - Don Suereth

3.) When do you think we will get an "okay" regarding the software? Maybe sometime this week? Is the plan to have all the inspectors' give input?

Call me or email me.

Pam

4/16/2009

CMI 0025



316 E. 9th St.
Owensboro, KY 42303
1-800-835-0690
Fax: 502-685-6678

FAX TRANSMISSION

TO: (Name)	Ms. Tony Schrum	(Company)	FDLE
		(Fax Number)	850-410-7816
FROM: (Name)	Pam Hagan	(Return Fax Number)	270-685-6678
SUBJECT:	Intoxilyzer 8000	COPIES TO:	
DATE:	May 26, 2005	Number of Pages:	4

Tonya,

Per Laura's request, the following pages contain a quotation on the Intoxilyzer 8000 as well as documentation from MyFloridaMarketplace.com.

If you have questions, please do not hesitate to contact me at your earliest convenience. You may reach me via phone at 270-685-6294 or via email at pjhagan@alcoholtest.com.

Have a great day.


Pam

INTOXILYZER® ...so you can breathe easier





316 E. 8th St.
Owensboro, KY 42303
1-800-835-0890
Fax: 502-685-6678

FAX TRANSMISSION

TO: (Name) Ms. Tony Schram (Company) FDLE
(Fax Number) 850-410-7816
FROM: (Name) Pam Hagan (Return Fax Number) 270-685-6678
SUBJECT: Intoxilyzer 8000 COPIES TO: _____
DATE: May 26, 2005 Number of Pages: 4

Tonya,

Per Laura's request, the following pages contain a quotation on the Intoxilyzer 8000 as well as documentation from MyFloridaMarketplace.com.

If you have questions, please do not hesitate to contact me at your earliest convenience. You may reach me via phone at 270-685-6294 or via email at pjhagan@alcoholtest.com.

Have a great day.

Pam
Pam

INTOXILYZER® ...so you can breathe easier



***** 270 685 6678 *****

***** CMI, INC. *****

004/004 00:00:30

918504107816

001 OK

PAGES DURATION

STN COMM. ONE-TOUCH/ STATION NAME/TEL. NO. ABBR. NO.

FILE NO.=S14

START=May-26 15:44 END=May-26 15:45

MODE = MEMORY TRANSMISSION

***** JOURNAL - COMM. *****
***** DATE MAY-26-2005 *****
***** TIME 15:45 *****

CMI 0027

Quotation

CMI INC.
Operations of MPD, Inc.
316 East Ninth Street
Owensboro, KY 42303
1 866 835 0690
Fax: (270) 685 6678

TO:

Florida Department of Law
Enforcement
1819 Miccosukee Commons Blvd.
Tallahassee, FL 32308
Attn: Ms. Laura Barfield
Phone: 850-410-7814
7810

INQUIRY NO. PJH05260501

DATE May 26, 2005

TERMS Net 30

DELIVERY 4 - 6 weeks ARO

PRICES QUOTED ARE F.O.B.:
Destination

WE ARE PLEASED TO QUOTE ON YOUR INQUIRY AS FOLLOWS:

QTY	DESCRIPTION	PRICE	AMT
1	<p>Intoxilyzer 8000, with badge reader, modem, and internal printer</p> <p>Each Intoxilyzer 8000 package includes the following: 1 ea. - Gas Delivery System 1 box - Mouthpieces (100/box) 3 rolls - Thermal Printer Paper 1 ea. - 105 L Gas Cylinder, .080 BrAC Florida Specific Software Two Year Warranty</p>	\$5,975.00	\$5,975.00
Quote Valid for 90 Days.			

QUOTED BY: Pamela J. Hagan, Technical Sales Manager

Pamela J. Hagan



Required Information
 Username/Password
 Main Contact
 General Information
 Business Profile
 Certified Minority
 Business Enterprise
 Locations/Contacts
 Commodity Selection
 Solicitations
 eQuote
 Terms of Use
 View CBI
 Submit Transaction Report

Registration Summary

[Logout](#)



Statewide Vendor Registration - MyFloridaMarketPlace

Registration Summary

Please print this summary page for your records.

If you need to make changes to any of the information you entered, use the left margin to access the information you would like to change.

We look forward to doing business with you!

[Print this information](#)

General Vendor Information

Vendor Name: CMI, Inc.
Short Name (Does Business As): CMI, Inc. of Kentucky
Ariba Network ID:
Dun and Bradstreet Number: 054315825
Website: <http://www.alcoholtest.com>
Federal Tax ID Number: F611205273
Name that appears on 1099 form: CMI, Inc.

Contacts

Last Name	First Name	Title	Phone	Email
Hagan	Josie	Administrative Assistant	270-685-6545 270-685-6678 (fax)	mjhagan@alcoholtest.com
Hagan	Pam	Technical Sales Manager	270-685-6294 270-685-6678 (fax)	pjhagan@alcoholtest.com

Locations

CMI, Inc. P.O. Info: Orders: via FAX Email: mjhagan@alcoholtest.com Fax: 270-685-6678 Contact: Josie Hagan 316 East Ninth Street Owensboro,, KY 42303 United States	Remit To: Fax: 270-685-6678 Contact: Josie Hagan 316 East Ninth Street Owensboro, KY 42303 United States P-card acceptance: Basic credit card information is collected	Sequence Number: Billing Contact: Email: mjhagan@alcoholtest.com Fax: 270-685-6678 Contact: Josie Hagan 316 East Ninth Street Owensboro,, KY 42303 United States
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Commodity Codes

CMI 0029

680-020 ALCOHOL BREATH TESTING INSTRUMENTS AND SUPPLIES

Certified Minority Business Enterprise Information (CMBE)

Non-Minority

Solicitations Selection

Registered for Solicitations: Yes

If you have chosen to participate in electronic solicitations, please use your Vendor Registration Username to access your account through the following link. It will take hours for your account to be activated after you have agreed to the terms of use.

<https://myfloridamarketplace.com/aribasourcing>

Link to the ASN registration site: <http://supplier.ariba.com>

eQuote Selections

Registered for eQuotes: No

eQuote Main Location: Not Specified

eQuote Main Contact: Not Specified

Link to eQuote: <https://equote.myfloridamarketplace.com/login.html>

FL Terms of Use

Accepted: 8/27/2004 by Josie Hagan

Co

[\[Privacy Statement\]](#) [\[Terms of Use\]](#) [\[Frequently Asked Questions\]](#) [\[Glossary\]](#)

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

CMI 0030

Hagan, Pam

From: Barfield, Laura [LauraBarfield@fdle.state.fl.us]
Sent: Friday, June 03, 2005 2:18 PM
To: Hagan, Pam
Cc: Malhiot, Matthew; Hackney, Dwite; Neff, Stephen; Skipper, Roger; Suereth, Don; Venturi, George
Subject: Training Center Grant Instruments

Pam,

The training center instrument grant was for a total of 58 instruments. The following is how they should be shipped once the PO number is received.

12 Instruments

Matthew Malhiot

FDLE

Jacksonville Regional Operations Center

921 North Davis Street

Building E

Jacksonville, FL 32209

904-669-0500

[Matt: 2 Instruments to: Central FL CC, Florida CC at Jax, Lake City CC, North FL CC, Santa Fe CC, St. Johns River CC]

12 Instruments

Stef Neff

FDLE-Pensacola

1800 Saint Mary's Avenue

Pensacola, FL 32501

850-232-2058

[Stef: 2 Instruments to: Chipola JC, FHP Training Academy, George Stone Vo Tech, Gulf Coast CC, Okaloosa Walton CC, Tallahassee CC]

14 Instruments

Dwite Hackney

FDLE

Melbourne Field Office

700 South Babcock Street

Suite 401

Melbourne, FL 32901

321-403-9699

[Dwite: 2 Instruments to: Brevard CC, Broward CC, Broward County Sheriff's Office Training Center, Criminal Justice Academy of Osceola, Florida Keys CC, Indian River CC, Palm Beach CC]

6 Instruments

Roger Skipper

FDLE

Melbourne Field Office

700 South Babcock Street

Suite 401

Melbourne, FL 32901

321-403-9698

[Roger: 2 instruments to: Daytona Beach CC, Lake Technical Institute, Seminole CC]

8 Instruments

Don Suereth

FDLE

Tampa Bay Regional Operations Center

4211-A North Lois Avenue

Tampa, FL 33614

813-918-7554

[Don: 2 instruments to: Pasco-Hernando CC, Polk CC, St Pete JC, Withlacoochee Tech Inst.]

4/16/2009

CMI 0031

6 Instruments

George Venturi

FDLE

Ft. Myers Regional Operations Center

4700-1 Terminal Drive

Ft. Myers, FL 33907

239-872-8668

[George: 2 instruments to: Manatee Co SO Training Center, Sarasota County Tech Inst., South FL CC]

Order No. DO113360

Issued on Fri, 17 Jun, 2005
Created on Fri, 17 Jun, 2005 by Ariba System

Supplier:

CMI, Inc.
316 East Ninth Street
Owensboro, KY 42303
Phone: 270-685-6545
Fax: 270-685-6678
Contact: Josie Hagan

Bill To:

Florida Department of Law Enforcement
Finance & Accounting
PO Box 1489
Tallahassee, FL 32302
United States

Entity Description: Department of Law Enforcement
Organization Code: 71620101200
Object Code: 710000-512032
Expansion Option: 28
Exemption Status: Not Exempt
Exemption Reason?: Funds Subject to Fee

Recycled Content?: N

Distributors?: N

Requester: Florence DeWiest

PR No.: PR377708

Shipping Method: Best Way

Purchase Order Type: G (Single Source)

FOB Code: Freight charges are paid by seller and added to invoice. Buyer ultimately bears the cost of the freight.

Fiscal Year Indicator: 2005

PUI#: 7100

SiteCode: 710000-00

Encumber Funds: No

Version: 1

P Card Order: No

Terms and Conditions: http://marketplace.myflorida.com/vendor/po_tou.pdf

P Card Order?: No

Item	Part Number	Unit	Qty	Description	Need By	Unit Price	Extended Amount
1		Each	12	INTOXILYZER 8000, WITH BADGE READER, MODEM, AND INTERNAL PRINTER. EACH INTOXILYZER 8000 PACKAGE INCLUDES THE FOLLOWING: 1 EACH, GAS DELIVERY SYSTEM 1 BOX MOUTHPIECES	none	\$5,975.00000USD	\$71,700.00000USD

(100/BOX)
 3 ROLLS THERMAL PRINTER
 PAPER
 1 EACH, 105 L GAS
 CYLINDER, .080 BRAC
 FLORIDA SPECIFIC
 SOFTWARE
 TWO YEAR WARRANTY

ATTENTIO
 NVENDOR!!!!!!!!!!!!
 !!!!!
 THEREARE 6 DIFFERENT
 SHIPPING LOCATIONS

 THISORDER MUST BE
 DELIVERED, INSTALLED,
 AND INVOICED BEFORE
 JUNE 24, 2005. FAILURE TO
 DO THIS COULD RESULT IN
 NON-PAYMENT.

Ship To:
 FDLE Jacksonville
 Regional Operations
 Center
 Bldg E
 921 N Davis St
 Jacksonville, FL 32209
 United States

Deliver To:
 MATTHEW E.
 MALHIOT/PHONE: 904-
 360-7192



Contract ID:
 Ship To Code: U1A0rx5n2.q
 Requester Phone:
 Master Agreement:
Buyer Code:

[null]

PO Start Date:
 PO End Date:
 Additional Item Info:

Item	Part Number	Unit	Qty	Description	Need By	Unit Price	Extended Amount
2		Each	12	INTOXILYZER 8000, WITH BADGE READER, MODEM, AND INTERNAL PRINTER. EACH INTOXILYZER 8000 PACKAGE INCLUDES THE	none	\$5,975.00000USD	\$71,700.00000USD

FOLLOWING:
 1 EACH, GAS DELIVERY
 SYSTEM
 1 BOX MOUTHPIECES
 (100/BOX)
 3 ROLLS THERMAL PRINTER
 PAPER
 1 EACH, 105 L GAS
 CYLINDER, .080 BRAC
 FLORIDA SPECIFIC
 SOFTWARE
 TWO YEAR WARRANTY

Ship To:
 FDLE Pensacola
 Regional Operations
 Center
 1800 St. Mary Street
 Pensacola, FL 32501
 United States

Deliver To:
 STEPHEN N.
 NEFF/PHONE: 850/595-
 2100

*Must arrive
 June 23.
 3 days
 shipping to
 Pensacola*

Contract ID:
 Ship To Code: U1A0rwufp.q
 Requester Phone:
 Master Agreement:
Buyer Code:

☐ null

PO Start Date:
 PO End Date:
 Additional Item Info:

Item	Part Number	Unit	Qty	Description	Need By	Unit Price	Extended Amount
3		Each	14	INTOXILYZER 8000, WITH BADGE READER, MODEM, AND INTERNAL PRINTER. EACH INTOXILYZER 8000 PACKAGE INCLUDES THE FOLLOWING: 1 EACH, GAS DELIVERY SYSTEM 1 BOX MOUTHPIECES (100/BOX) 3 ROLLS THERMAL PRINTER PAPER 1 EACH, 105 L GAS CYLINDER, .080 BRAC FLORIDA SPECIFIC SOFTWARE TWO YEAR WARRANTY	none	\$5,975.00000USD	\$83,650.00000USD

Ship To:

FDLE Melbourne Field
Office
#401
700 S Babcock St
Melbourne, FL 32901
United States

Deliver To:
DWITE N.
HACKNEY/PHONE:
321-984-4880

Contract ID:
Ship To Code: U0A0rxk19.q
Requester Phone:
Master Agreement:
Buyer Code:



PO Start Date:
PO End Date:
Additional Item Info:

Item	Part Number	Unit	Qty	Description	Need By	Unit Price	Extended Amount
4		Each	6	INTOXILYZER 8000, WITH BADGE READER, MODEM, AND INTERNAL PRINTER. EACH INTOXILYZER 8000 PACKAGE INCLUDES THE FOLLOWING: 1 EACH, GAS DELIVERY SYSTEM 1 BOX MOUTHPIECES (100/BOX) 3 ROLLS THERMAL PRINTER PAPER 1 EACH, 105 L GAS CYLINDER, .080 BRAC FLORIDA SPECIFIC SOFTWARE TWO YEAR WARRANTY	none	\$5,975.00000USD	\$35,850.00000USD

Ship To:
FDLE Melbourne Field
Office
#401
700 S Babcock St
Melbourne, FL 32901
United States

Deliver To:
ROGER G.
SKIPPER/PHONE:
321/984-4880

Contract ID:
Ship To Code: U0A0rxk19.q
Requester Phone:

Master Agreement:

Buyer Code:

null

PO Start Date:

PO End Date:

Additional Item Info:

Item	Part Number	Unit	Qty	Description	Need By	Unit Price	Extended Amount
5		Each	8	INTOXILYZER 8000, WITH BADGE READER, MODEM, AND INTERNAL PRINTER. EACH INTOXILYZER 8000 PACKAGE INCLUDES THE FOLLOWING: 1 EACH, GAS DELIVERY SYSTEM 1 BOX MOUTHPIECES (100/BOX) 3 ROLLS THERMAL PRINTER PAPER 1 EACH, 105 L GAS CYLINDER, .080 BRAC FLORIDA SPECIFIC SOFTWARE TWO YEAR WARRANTY	none	\$5,975.00000USD	\$47,800.00000USD

Ship To:
FDLE Tampa Regional
Crime Lab
4211-A Lois Ave
Tampa, FL 33614
United States

Deliver To:
DONALD P.
SUERETH/PHONE:
813/878-7232

Contract ID:
Ship To Code: U0A0rxrw2.q
Requester Phone:
Master Agreement:
Buyer Code:


null

PO Start Date:

PO End Date:

Additional Item Info:

Item	Part Number	Unit	Qty	Description	Need By	Unit Price	Extended Amount
6		Each	6	INTOXILYZER 8000, WITH	none	\$5,975.00000USD	\$35,850.00000USD

			BADGE READER, MODEM, AND INTERNAL PRINTER. EACH INTOXILYZER 8000 PACKAGE INCLUDES THE FOLLOWING: 1 EACH, GAS DELIVERY SYSTEM 1 BOX MOUTHPIECES (100/BOX) 3 ROLLS THERMAL PRINTER PAPER 1 EACH, 105 L GAS CYLINDER, .080 BRAC FLORIDA SPECIFIC SOFTWARE TWO YEAR WARRANTY			
Ship To: FDLE Ft. Myers Regional Operations Center STE 1 4700 Terminal Dr Ft. Myers, FL 33907 United States						
Deliver To: GEORGE L. VENTURI/PHONE: 239/278-7080 EXT. 170						
Contract ID: Ship To Code: U0A0rxbzo.q Requester Phone: Master Agreement: Buyer Code: <div style="border: 1px solid black; padding: 2px; display: inline-block;">null</div> PO Start Date: PO End Date: Additional Item Info:						
					Total	\$346,550.00000USD

Status: Ordering

Approvals
No Approval Requests

Hagan, Pam

From: Hagan, Pam
Sent: Friday, November 30, 2007 3:44 PM
To: 'knox.john@hsmv.state.fl.us'
Subject: Intoxilyzer 8000

Mr. Knox,

It was a pleasure speaking with you this afternoon.

Attached is the quotation we discussed. If you have questions or need further information, please do not hesitate to contact me at your earliest convenience. You may reach me via phone or email.

Have a great weekend.

Pam

Pamela J. Hagan
Technical Sales Manager
CMI, Inc.
316 East Ninth Street
Owensboro, KY 42303
Toll Free: 800-545-4572 ext. 6
Office: 270-685-6294
Cell: 270-748-0805
Fax: 270-685-6678
Email: pjhagan@alcoholtest.com
Web: www.alcoholtest.com

Quotation



A Division of MPD, Inc.

316 East 9th Street Owensboro, KY 42303

Tel: 1-866-835-0690 Fax: (270) 685-6268

Quotation No. PJH113007

Quote Date: November 30, 2007

Payment Terms: Net 30 days

F.O.B. : Destination

Bill To:

Ship To:

Florida Highway Patrol
Tallahassee, FL
Contact: Mr. John Knox
Phone: 850-617-2353
Email: knox.john@hsmv.state.fl.us

To be determined.

Description of Equipment	Price	Qty	Amount
Intoxilyzer 8000, with badge reader, modem, and internal printer	\$5,975.00	10	\$59,750.00
Each Intoxilyzer 8000 package includes the following: 1 ea. - Gas Delivery System 1 box - Mouthpieces (100/box) 3 rolls - Thermal Printer Paper 1 ea. - 105 L Gas Cylinder, .080 BrAC Florida Specific Software Two Year Warranty			
Note, instrument pricing includes ground shipping.			
Equipment Total			\$59,750.00
State and Local Taxes:			
Subtotal			\$59,750.00
Freight			
Total			\$59,750.00

Shipment: 30 - 45 days after receipt of order

Equipment Price Quote is valid for 60 days

Freight Quote is valid for 30 days from quotation date

Quoted By: Pamela J. Hagan, Technical Sales Manager

These commodities are licensed for the ultimate destination shown.
Diversion contrary to United States law is prohibited

CMI, Inc. represents that the goods covered by this quotation have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

Hagan, Pam

From: Hagan, Pam
Sent: Friday, January 04, 2008 12:17 PM
To: 'Knox, John'
Subject: RE: Intoxilyzer 8000

Hi John,

Thank you for your email.

Have a great weekend! Hope the weather warms up for you down there!

Pam

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

From: Knox, John [mailto:Knox.John@hsmv.state.fl.us]
Sent: Friday, January 04, 2008 12:05 PM
To: Hagan, Pam
Subject: RE: Intoxilyzer 8000

Hi Pam,

Happy New Year to you too! The grant is "jumping through the hoops" at this time (review by our Budget, Purchasing, Contracts office, etc.). Once approved, it will be forwarded back to FDOT where they should issue us an approval letter. Until then, we cannot do any purchasing of equipment. Hopefully, we should hear something before January 30th. I'll give you a call when I receive the letter.

Thanks,

John

John Knox
 Senior Management Analyst Supervisor
 Florida Highway Patrol
 Office of Program Planning
 2900 Apalachee Parkway, MS 48
 Tallahassee, FL 32399-0500
 Office (850) 617-2353
 Fax (850) 617-5151

Knox.John@hsmv.state.fl.us

www.fhp.state.fl.us

COURTESY ♦ SERVICE ♦ PROTECTION

The Department of Highway Safety and Motor Vehicles is committed to Service, Integrity, Courtesy, Professionalism, Innovation and Excellence in all we do. Please let us know how we are doing via our online customer service survey at www.hsmv.state.fl.us.

From: Hagan, Pam [mailto:pjhagan@alcoholtest.com]
Sent: Friday, January 04, 2008 10:45 AM
To: Knox, John
Subject: RE: Intoxilyzer 8000

Mr. Knox,

Happy New Year.

Just wanted to follow-up on the Intoxilyzer 8000 quotation I sent you back in November. Have you heard any word on it's progress and/or the potential purchase of instruments? When you have a moment, if you could let me know, I would greatly appreciate it.

I look forward to hearing from you.

Pam

Pamela J. Hagan
 Technical Sales Manager
 CMI, Inc.
 316 East Ninth Street

4/16/2009

CMI 0041

Owensboro, KY 42303
Toll Free: 800-545-4572 ext. 6
Office: 270-685-6294
Cell: 270-748-0805
Fax: 270-685-6678
Email: pjhagan@alcoholtest.com
Web: www.alcoholtest.com

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

From: Hagan, Pam
Sent: Friday, November 30, 2007 3:44 PM
To: 'knox.john@hsmv.state.fl.us'
Subject: Intoxilyzer 8000

Mr. Knox,

It was a pleasure speaking with you this afternoon.

Attached is the quotation we discussed. If you have questions or need further information, please do not hesitate to contact me at your earliest convenience. You may reach me via phone or email.

Have a great weekend.

Pam

Pamela J. Hagan
Technical Sales Manager
CMI, Inc.
316 East Ninth Street
Owensboro, KY 42303
Toll Free: 800-545-4572 ext. 6
Office: 270-685-6294
Cell: 270-748-0805
Fax: 270-685-6678
Email: pjhagan@alcoholtest.com
Web: www.alcoholtest.com

Quotation



A Division of MPD, Inc.

316 East 9th Street Owensboro, KY 42303

Tel: 1-866-835-0690 Fax: (270) 685-6268

Quotation No. PJH042308

Quote Date: April 23, 2008

Payment Terms: Net 30 days

F.O.B.: Destination

Bill To:

Florida Fish and Wildlife Conservation
Commission
Tallahassee, FL
Attn: Mr. Shaun Davis,
Boating Education Specialist

Phone: 850-488-5600
Email: shaun.davis@mvmfwc.com

Ship To:

Same

Description of Equipment	Unit Price	Qty	Amount
Intoxilyzer 8000, with badge reader, modem, and internal printer	\$5,975.00	3	\$17,925.00
Each Intoxilyzer 8000 package includes the following: 1 ea. - Gas Delivery System 1 box - Mouthpieces (100/box) 3 rolls - Thermal Printer Paper 1 ea. - 105 L Gas Cylinder, .080 BrAC Florida Specific Software Two Year Warranty			
105L Ethanol Breath Standard, .08 BrAC (Note cylinders are dropped shipped from Scott Gas located in Plumsteadville, PA. -price includes ground shipping charges)	\$93.80	3	\$281.40
Laser Printer, Samsung, ML-1750 (p/n: 490137)	\$375.00	3	\$1,125.00
Quotation pricing includes ground transportation charges.			
Equipment Total			\$19,331.40
State and Local Taxes:			
Subtotal			\$19,331.40
Freight			
Total			\$19,331.40

Shipment: 30 - 45 days after receipt of order
Equipment Price Quote is valid for 60 days
Freight Quote is valid for 30 days from quotation date

Quoted By: Pamela J. Hagan, Technical Sales Manager

These commodities are licensed for the ultimate destination shown.
Diversion contrary to United States law is prohibited

CMI, Inc. represents that the goods covered by this quotation have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

CMI 0043

Hagan, Pam

From: Hagan, Pam
Sent: Wednesday, April 23, 2008 2:51 PM
To: 'Knox, John'
Subject: RE: Intoxilyzer 8000's for FHP

Hi Mr. Knox....

Shipping is included in the price either way!

Pam

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

From: Knox, John [mailto:JohnKnox@flhsmv.gov]
Sent: Wednesday, April 23, 2008 2:45 PM
To: Hagan, Pam
Subject: RE: Intoxilyzer 8000's for FHP

Pam,

Does it make any difference on the shipping if we had you ship the units to 10 various locations in Florida (one for each of our 10 Troops)?

Thanks,

John

John Knox
Senior Management Analyst Supervisor
Florida Highway Patrol
Office of Program Planning
2900 Apalachee Parkway, MS 48
Tallahassee, FL 32399-0500
Office (850) 617-2353
Fax (850) 617-5151
johnknox@flhsmv.gov
www.flhsmv.gov/fhp

COURTESY ♦ SERVICE ♦ PROTECTION

From: Hagan, Pam [mailto:pjhagan@alcoholtest.com]
Sent: Wednesday, April 23, 2008 3:41 PM
To: Knox, John
Subject: RE: Intoxilyzer 8000's for FHP

Mr. Knox,

Good Afternoon. Thank you for your email.

Yes, I was very happy to receive your voice mail last week regarding the grant approval. Thank you for keeping me informed. Attached, please find the updated quotation you require. Should

4/16/2009

CMI 0044

you need further information, please do not hesitate to contact me at your earliest convenience.

Have a great afternoon.

Pam

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

From: Knox, John [mailto:JohnKnox@flhsmv.gov]

Sent: Wednesday, April 23, 2008 12:58 PM

To: Hagan, Pam

Subject: RE: Intoxilyzer 8000's for FHP

Pam,

I'm pretty sure I already told you, but we finally received the approval letter to go ahead with the FHP Checkpoint grant. However, before we can purchase the Intoxilyzer 8000's we need you to re-submit the quote as the first one you sent was dated 11/30/07 (PJH113007) and we need one with a more current date. Once I get the quote from you, I will proceed with the purchase as it is a sole source item. My email address has been revised so please use the new one. Call me if you have any questions.

Thanks,

John

John Knox
Senior Management Analyst Supervisor
Florida Highway Patrol
Office of Program Planning
2900 Apalachee Parkway, MS 48
Tallahassee, FL 32399-0500
Office (850) 617-2353
Fax (850) 617-5151
johnknox@flhsmv.gov
www.flhsmv.gov/fhp

COURTESY ♦ SERVICE ♦ PROTECTION

The Department of Highway Safety and Motor Vehicles is committed to Service, Integrity, Courtesy, Professionalism, Innovation and Excellence in all we do. Please let us know how we are doing via our online customer service survey at www.flhsmv.gov.

From: Hagan, Pam [mailto:pjhagan@alcoholtest.com]

Sent: Friday, November 30, 2007 5:44 PM

To: Knox, John

Subject: Intoxilyzer 8000

Mr. Knox,

It was a pleasure speaking with you this afternoon.

Attached is the quotation we discussed. If you have questions or need further information, please do not hesitate to contact me at your earliest convenience. You may reach me via

4/16/2009

CMI 0045

phone or email.

Have a great weekend.

Pam

Pamela J. Hagan
Technical Sales Manager
CMI, Inc.
316 East Ninth Street
Owensboro, KY 42303
Toll Free: 800-545-4572 ext. 6
Office: 270-685-6294
Cell: 270-748-0805
Fax: 270-685-6678
Email: pjhagan@alcoholtest.com
Web: www.alcoholtest.com

Quotation



A Division of MPD, Inc.

316 East 9th Street Owensboro, KY 42303

Tel: 1-866-835-0690 Fax: (270) 685-6268

Quotation No. PJH042308

Quote Date: April 23, 2008

Payment Terms: Net 30 days

F.O.B. : Destination

Bill To:

Florida Highway Patrol
Tallahassee, FL

Contact: Mr. John Knox
Phone: 850-617-2353
Email: JohnKnox@flhsmv.gov

Ship To:

To be determined.

Description of Equipment	Unit Price	Qty	Amount
Intoxilyzer 8000, with badge reader, modem, and internal printer	\$5,975.00	10	\$59,750.00
Each Intoxilyzer 8000 package includes the following: 1 ea. - Gas Delivery System 1 box - Mouthpieces (100/box) 3 rolls - Thermal Printer Paper 1 ea. - 105 L Gas Cylinder, .080 BrAC Florida Specific Software Two Year Warranty			
Quotation pricing includes ground transportation charges.			
Equipment Total			\$59,750.00
State and Local Taxes:			
Subtotal			\$59,750.00
Freight			
Total			\$59,750.00

Shipment: 30 - 45 days after receipt of order

Equipment Price Quote is valid for 60 days

Freight Quote is valid for 30 days from quotation date

Quoted By: Pamela J. Hagan, Technical Sales Manager

These commodities are licensed for the ultimate destination shown.
Diversion contrary to United States law is prohibited

CMI, Inc. represents that the goods covered by this quotation have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

CMI 0047



CMI MPH operations of MPD, Inc.

316 E. 9TH STREET
OWENSBORO, KY 42301
270-685-6200

SALES ORDER NO.: 781529

PAGE 1

DATE: 5/18/05

ORDER TYPE: CMI REASON CODE: 2

BILL TO:

SHIPPED TO:

327800
BREVARD, COUNTY OF
ATTN: FINANCE
700 PARK AVENUE0000
BREVARD CO SHERIFF'S OPC
SUPPLY
700 PARK AVENUE
ATTN: RON FORKNALL
TITUSVILLE FL 32780TITUSVILLE FL 32780-4095
CUSTOMER ORDER NO.

51208

DATE ENTERED:

5/17/05

PAYMENT TERMS	DATE REQUIRED	F.O.B. POINT	SHIPPED VIA	SALESPERSON	
NET 30 DAYS	6/17/05		ALLOM	OFFICE SALE	
LINE NO.	MPD PART NUMBER	SCHEDULED DELIVERY	QUANTITY ON ORDER	UNIT PRICE	EXTENDED PRICE

001	002480FL	WH-3	1.000	5975.000	5975.00
	UNIT ASSY. 18000				
	RON FORKNALL 331-264-5369 KRM				
	NO MANUALS				
002	011148	WH-3	1.000	.000	.00
	GAS SYSTEM. MOBILE FLORIDA				
003	015007	WH-3	1.000	.000	.00
	MOUTHPIECE. LOT OF 100				
004	015088	WH-3	3.000	.000	.00
	PAPER. ROLL. THERMAL. 58MM X 25MM				
005	340129	WH-3	1.000	.000	.00
	CYL. GAS. ETOH/N2. .080BAC. SOTS				
006	03810024	WH-3	1.000	.000	.00
	PRM. 8000. FL SOFTWARE				
007	02136107	WH-3	1.000	.000	.00
	SOFTWARE. 18000. CPLD REV D				
008	02136214	WH-3	1.000	.000	.00
	SOFTWARE. 18000. DSP				
009	490137	WH-3	1.000	875.000	875.00
	PRINTER. LASER				
010	490106	WH-3	1.000	.000	.00
	CABLE. PRNTR. FOR PANASONIC 112801				

CMI 0048

CONDITIONS OF SALE

1. WARRANTIES: Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Seller does not warrant any products or or services of others which Buyer has designated.

2. PATENTS: (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

3. DELIVERY, TITLE AND RISK OF LOSS: Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to buyer on delivery.

4. EXCUSABLE DELAYS: Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

5. PAYMENTS AND FINANCIAL CONDITION: Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. Payment terms are net 30 days from date of invoice. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products shall constitute a representation that Buyer is solvent and has the ability to pay for the product ordered. In addition, upon Seller's

request, Buyer will furnish a written representation concerning its solvency and financial ability at any time prior to shipment.

If in the sole opinion of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. DISCLOSURE OF INFORMATION: Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. TAXES: In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. LIMITATIONS OF LIABILITY AND INDEMNITIES: (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. GENERAL: Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal opportunity (including the seven paragraphs appearing in §202 of Executive Order 11246, as amended), (ii) workmen's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.



CMI MPH operations of MPD, Inc.

SALES ORDER NO.:

761809

PAGE

316 E. 9TH STREET
OWENSBORO, KY 42301
270-685-6200

DATE:

5/17/95

ORDER TYPE: CMI REASON CODE: 2

BILL TO:

327800

SHIPPED TO:

0000

BREVARD, COUNTY OF
ATTN: FINANCE
700 PARK AVENUE

CRDHL

BREVARD CO SHERIFF'S OFC
SUPPLY
700 PARK AVENUE
ATTN: RON FORKNALL
TITUSVILLE FL 32780

TITUSVILLE
CUSTOMER ORDER NO.

FL 32780-4095

DATE ENTERED:

5/17/95

51208

PAYMENT TERMS	DATE REQUIRED	F.O.B. POINT	SHIPPED VIA	SALESPERSON	
NET 30 DAYS	5/17/95		ALLOM	OFFICE SALE	
LINE NO.	MPD PART NUMBER	SCHEDULED DELIVERY	QUANTITY ON ORDER	UNIT PRICE	EXTENDED PRICE

** TOTALS **

.000

6350.00

CMI 0050

CONDITIONS OF SALE

1. WARRANTIES: Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Seller does not warrant any products or services of others which Buyer has designated.

2. PATENTS: (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

3. DELIVERY, TITLE AND RISK OF LOSS: Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to buyer on delivery.

4. EXCUSABLE DELAYS: Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

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request, Buyer will furnish a written representation concerning its solvency and financial ability at any time prior to shipment.

If in the sole opinion of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. DISCLOSURE OF INFORMATION: Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. TAXES: In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. LIMITATIONS OF LIABILITY AND INDEMNITIES: (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. GENERAL: Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal opportunity (including the seven paragraphs appearing in §202 of Executive Order 11246, as amended) (ii) workmen's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

**BREVARD COUNTY SHERIFF'S OFFICE**

J.R. 'Jack' Parker
SHERIFF OF BREVARD COUNTY

PURCHASE ORDER NO. 51208

PAGE NO. 1

702529

VENDOR
C0000209
CMI, INC.
316 E. 9TH ST.
OWENSBORO KY 42303

327800

SHIP TO
BREVARD COUNTY SHERIFF'S OFFICE
SUPPLY
700 PARK AVENUE
TITUSVILLE, FL 32780
ATTN: RON FORKNALL

ORDER DATE: 05/10/05		BUYER: GREG PELHAM		REQ. NO.: 050981	REQ. DATE: 05/04/05
TERMS: NET 30 DAYS		F.O.B.:		DESC.: INTOXILYZER PHASE III	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		INTOXYLIZER #002480FL INDLUDING: PRINTER MODEM, BADGE READER, MOBILE AGS DELIVERY SYSTEM, SCOTT V.08 GAS CYLINDER, 3 ROLLS PRINTER PAPER, 100 MOUTHPIECES, 2 YR. LIMITED WARRANTY	5975.0000	5,975.00
02	1.00		SAMSUNG ML-1750 EXTERNAL PRINTER	375.0000	375.00
				PAGE TOTAL \$	6,350.00
				TOTAL \$	6,350.00
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	
01	10115	664507	5,975.00		
02	10115	599981	375.00		
					I certify this is authorized purchase. BY <u><i>Patricia Ruston</i></u>
					REMIT TO: Attn: Finance 700 Park Avenue Titusville, FL 32780-4095 Purchasing Phone: (321) 264-5369 Accounts Payable Phone: (321) 264-5399

STATE OF FLORIDA TAX EXEMPTION 15-21-049698-53C

VENDOR COPY**CMI 0052**

MPD - CMI - MPH

316 East Ninth Street
Owensboro, KY 42303
(270) 685-6200

Sales Order No.: 723477

Page 1

Date: 5/16/07

ORDER TYPE: CMI REASON CODE: 2

Bill To: 331540
SURFSIDE, TOWN OF

Shipped To: 0
SURFSIDE, TOWN OF

9293 HARDING AVENUE
SURFSIDE, FL 33154

PO# 8591
9293 HARDING AVENUE
SURFSIDE, FL 33154

Customer Order No. 8591

Date Entered: 5/15/07

Payment Terms		Date Required	F.O.B. Point	Shipped Via	Salesperson	
NET 30 DAYS		6/21/07		SHIP ALLOW	OFFICE SALE	
Line #	MPD Part Number	Sched. Delivery	Quantity on Order	Unit Price		Extended Price
1	002480FL WH-3 UNIT ASSY, I8000 PRISCILLA 305-861-4862 NO MANUALS TWO YEAR WARRANTY	6/21/07 JC	1.000	5975.000		5975.000
2	011148 WH-3 GAS SYSTEM, MOBILE FLORIDA	6/21/07	1.000	.000		.000
3	015007 WH-3 MOUTHPIECE, LOT OF 100	6/21/07	1.000	.000		.000
4	015088 WH-3 PAPER, ROLL, THERMAL, 58MM X 25MM	6/21/07	3.000	.000		.000
5	340129 WH-3 CYL, GAS, ETOH/N2, .080BAC, SCT5	6/21/07	1.000	.000		.000
6	03810027 WH-3 PRM, 8000, FL SOFTWARE	6/21/07	1.000	.000		.000
7	02136107 WH-3 SOFTWARE, I8000, CPLD REV D	6/21/07	1.000	.000		.000
8	02136214 WH-3 SOFTWARE, I8000, DSP	6/21/07	1.000	.000		.000
9	490137 WH-3 PRINTER, LASER, ML-1750	6/21/07	1.000	375.000		375.000
** TOTALS **			.000			6350.000

CMI 0053

CONDITIONS OF SALE

1. **WARRANTIES:** Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. **SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.** Seller does not warrant any products or services of others which Buyer has designated.

2. **PATENTS:** (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

3. **DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to Buyer on delivery.

4. **EXCUSABLE DELAYS:** Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbances, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

5. **PAYMENTS AND FINANCIAL CONDITION:** Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. Payment terms are net 30 days from date of invoice. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products shall constitute a representation that Buyer is solvent and has the ability to pay for the product ordered. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency and financial ability at any time prior to shipment.

If, in the sole opinion of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. **DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. **TAXES:** In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. **LIMITATIONS OF LIABILITY AND INDEMNITIES:** (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. **GENERAL:** Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal opportunity (including the seven paragraphs appearing in § 202 of Executive Order 11246, as amended), (ii) workmen's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.



PURCHASE ORDER

TOWN OF SURFSIDE
9293 HARDING AVE. — SURFSIDE, FLA. 33154
TELEPHONE 305-861-4863

No 8591 6

This Number Must Be
Shown on Delivery Ticket,
Invoice and Statement.

CMI Inc.
316 East 9th Street
Owensboro, KY 42303

331540
723477

Date 03/30/2007

Please furnish us with the following material subject to conditions on reverse side.

SHIP VIA

F. O. B.

TERMS:

QUANTITY	DESCRIPTION AND SPECIFICATIONS	UNIT PRICE	TOTAL
	Intoxilizer 8000 with badge reader, internal modem, and internal printer		\$5,975.00
	External Laser printer, Samsung ML 1750		375.00
	Quote # PJH032907		\$6,350.00
	Resolution 1752 State of Florida		
	DEPT. Police Forfeiture ACCT. # 105-3300-521-64-00 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. Chief David Allen DEPARTMENT HEAD		

6/21/07
Sgt

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department,
Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager



SURFSIDE POLICE DEPARTMENT

FACSIMILE TRANSMITTAL

To: Jacque

Fax: 270 685-6268

From: Priscilla .

Date: 05/15/07

Re: P.O. 8591

Page(s): 3 (including cover)

Comments: DUPLICATE P.O.

See attached.

Call w/ ship date

9-19-08

MPD - CMI - MPH

316 East Ninth Street
Owensboro, KY 42303
(270) 685-6200

Sales Order No.: 737025

Page 1

Date: 8/26/08

ORDER TYPE: CMI REASON CODE: 2

Bill To: 323510
FLORIDA HIGHWAY PATROL
NEIL KIRKMAN BLDG
2900 APALACHEE PARKWAY
MS 22 RM A418H
TALLAHASSEE, FL 32399-0514

Shipped To: 0
FLORIDA HWY PATROL TRP B
ATTN DAVID RICHTER
1350 US HWY 90 WEST
STE 101
LAKE CITY, FL 32055

Customer Order No. DO1096965

Date Entered: 8/19/08

Payment Terms	Date Required	F.O.B. Point	Shipped Via	Salesperson
NET 30 DAYS	9/19/08		SHIP ALLOW	OFFICE SALE

Line #	MPD Part Number	Sched. Delivery	Quantity on Order	Unit Price	Extended Price
1	002480FL WH-3 UNIT ASSY, I8000 NO MANUALS LH	9/19/08	1.000	5975.000	5975.000
2	011148 WH-3 GAS SYSTEM, MOBILE FLORIDA	9/19/08	1.000	.000	.000
3	015007 WH-3 MOUTHPIECE, LOT OF 100	9/19/08	1.000	.000	.000
4	015088 WH-3 PAPER, ROLL, THERMAL, 58MM X 25MM	9/19/08	3.000	.000	.000
5	340129 WH-3 CYL, GAS, ETOH/N2, .080BAC, SCT5	9/19/08	1.000	.000	.000
6	03810027 WH-3 PRM, 8000, FL SOFTWARE	9/19/08	1.000	.000	.000
7	02136214 WH-3 SOFTWARE, I8000, DSP	9/19/08	1.000	.000	.000
8	02136107 WH-3 SOFTWARE, I8000, CPLD REV D	9/19/08	1.000	.000	.000
	** TOTALS **		.000		5975.000

THIS ORDER WAS MAINTAINED ON 8/25/08

CMI 0057

CONDITIONS OF SALE

1. **WARRANTIES:** Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Seller does not warrant any products or services of others which Buyer has designated.

2. **PATENTS:** (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

3. **DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to buyer on delivery.

4. **EXCUSABLE DELAYS:** Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbances, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

5. **PAYMENTS AND FINANCIAL CONDITION:** Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. Payment terms are net 30 days from date of invoice. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products shall constitute a representation that Buyer is solvent and has the ability to pay for the product ordered. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency and financial ability at any time prior to shipment.

If, in the sole opinion of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. **DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. **TAXES:** In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. **LIMITATIONS OF LIABILITY AND INDEMNITIES:** (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. **GENERAL:** Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal opportunity (including the seven paragraphs appearing in § 202 of Executive Order 11246, as amended), (ii) workmen's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

MPD - CMI - MPH

316 East Ninth Street
Owensboro, KY 42303
(270) 685-6200

Sales Order No.: 737024

Page 1

Date: 8/20/08

ORDER TYPE: CMI REASON CODE: 2

Bill To: 323510
FLORIDA HIGHWAY PATROL
NEIL KIRKMAN BLDG
2900 APALACHEE PARKWAY
MS 22 RM A418H
TALLAHASSEE, FL 32399-0514

CRDHLD

Shipped To: 0
FLORIDA HWY PATROL TRP A
GLORIA MARTIN/ LT BROWN
PO # DO1096965
6030 COUNTY ROAD 2321
PANAMA CITY, FL 32404-5732

Customer Order No. DO1096965

Date Entered: 8/19/08

Payment Terms		Date Required	F.O.B. Point	Shipped Via	Salesperson	
NET 30 DAYS		9/19/08		SHIP ALLOW	OFFICE SALE	
Line #	MPD Part Number	Sched. Delivery	Quantity on Order	Unit Price	Extended Price	
1	002480FL WH-3 UNIT ASSY, I8000 NO MANUALS JOHN KNOX LH	9/19/08	1.000	5975.000	5975.000	
2	011148 WH-3 GAS SYSTEM, MOBILE FLORIDA	9/19/08	1.000	.000	.000	
3	015007 WH-3 MOUTHPIECE, LOT OF 100	9/19/08	1.000	.000	.000	
4	015088 WH-3 PAPER, ROLL, THERMAL, 58MM X 25MM	9/19/08	3.000	.000	.000	
5	340129 WH-3 CYL, GAS, ETOH/N2, .080BAC, SCT5	9/19/08	1.000	.000	.000	
6	03810027 WH-3 PRM, 8000, FL SOFTWARE	9/19/08	1.000	.000	.000	
7	02136107 WH-3 SOFTWARE, I8000, CPLD REV D	9/19/08	1.000	.000	.000	
8	02136214 WH-3 SOFTWARE, I8000, DSP	9/19/08	1.000	.000	.000	
	** TOTALS **		.000		5975.000	

CMI 0059

CONDITIONS OF SALE

1. **WARRANTIES:** Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Seller does not warrant any products or services of others which Buyer has designated.

2. **PATENTS:** (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

3. **DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to buyer on delivery.

4. **EXCUSABLE DELAYS:** Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

5. **PAYMENTS AND FINANCIAL CONDITION:** Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. Payment terms are net 30 days from date of invoice. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products shall constitute a representation that Buyer is solvent and has the ability to pay for the product ordered. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency and financial ability at any time prior to shipment.

If, in the sole opinion of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. **DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. **TAXES:** In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. **LIMITATIONS OF LIABILITY AND INDEMNITIES:** (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. **GENERAL:** Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal opportunity (including the seven paragraphs appearing in § 202 of Executive Order 11246, as amended), (ii) workmen's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

MPD - CMI - MPH316 East Ninth Street
Owensboro, KY 42303
(270) 685-6200

Sales Order No.: 737025

Page 1

Date: 8/20/08

ORDER TYPE: CMI REASON CODE: 2

Bill To: 323510
FLORIDA HIGHWAY PATROL
NEIL KIRKMAN BLDG
2900 APALACHEE PARKWAY
MS 22 RM A418H
TALLAHASSEE, FL 32399-0514

CRDHLD

Shipped To: 0
FLORIDA HWY PATROL TRP B
ATTN DAVID RICHTER
1350 US HWY 90 WEST
STE 101
LAKE CITY, FL 32055

Customer Order No. DO1096965

Date Entered: 8/19/08

Payment Terms	Date Required	F.O.B. Point	Shipped Via	Salesperson	
NET 30 DAYS	9/19/08		SHIP ALLOW	OFFICE SALE	
Line #	MPD Part Number	Sched. Delivery	Quantity on Order	Unit Price	Extended Price
1	002480FL WH-3 UNIT ASSY, I8000 NO MANUALS LH	9/19/08	1.000	5975.000	5975.000
2	011148 WH-3 GAS SYSTEM, MOBILE FLORIDA	9/19/08	1.000	.000	.000
3	015007 WH-3 MOUTHPIECE, LOT OF 100	9/19/08	1.000	.000	.000
4	015088 WH-3 PAPER, ROLL, THERMAL, 58MM X 25MM	9/19/08	3.000	.000	.000
5	340129 WH-3 CYL, GAS, ETOH/N2, .080BAC, SCT5	9/19/08	1.000	.000	.000
6	03810027 WH-3 PRM, 8000, FL SOFTWARE	9/19/08	1.000	.000	.000
7	02136214 WH-3 SOFTWARE, I8000, DSP	9/19/08	1.000	.000	.000
	** TOTALS **		.000		5975.000

CMI 0061

CMI 0061

CONDITIONS OF SALE

1. **WARRANTIES:** Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Seller does not warrant any products or services of others which Buyer has designated.

2. **PATENTS:** (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

3. **DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to buyer on delivery.

4. **EXCUSABLE DELAYS:** Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

5. **PAYMENTS AND FINANCIAL CONDITION:** Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. Payment terms are net 30 days from date of invoice. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products shall constitute a representation that Buyer is solvent and has the ability to pay for the product ordered. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency and financial ability at any time prior to shipment.

If, in the sole opinion of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. **DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. **TAXES:** In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. **LIMITATIONS OF LIABILITY AND INDEMNITIES:** (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. **GENERAL:** Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal opportunity (including the seven paragraphs appearing in § 202 of Executive Order 11246, as amended), (ii) workmen's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

MPD - CMI - MPH

316 East Ninth Street
Owensboro, KY 42303
(270) 685-6200

Sales Order No.: 737026

Page 1

Date: 8/20/08

ORDER TYPE: CMI REASON CODE: 2

Bill To: 323510
FLORIDA HIGHWAY PATROL
NEIL KIRKMAN BLDG
2900 APALACHEE PARKWAY
MS 22 RM A418H
TALLAHASSEE, FL 32399-0514

CRDHLD

Shipped To: 0
FLORIDA HWY PATROL TRP C
ATTN MARVIN SMITH
11305 N MCKINLEY DR
TAMPA, FL 33612

Customer Order No. DO1096965

Date Entered: 8/19/08

Payment Terms	Date Required	F.O.B. Point	Shipped Via	Salesperson
NET 30 DAYS	9/19/08		SHIP ALLOW	OFFICE SALE

Line #	MPD Part Number	Sched. Delivery	Quantity on Order	Unit Price	Extended Price
1	002480FL WH-3 UNIT ASSY, I8000 NO MANUALS	9/19/08	1.000	5975.000	5975.000
2	011148 WH-3 GAS SYSTEM, MOBILE FLORIDA	9/19/08	1.000	.000	.000
3	015007 WH-3 MOUTHPIECE, LOT OF 100	9/19/08	1.000	.000	.000
4	015088 WH-3 PAPER, ROLL, THERMAL, 58MM X 25MM	9/19/08	3.000	.000	.000
5	340129 WH-3 CYL, GAS, ETOH/N2, .080BAC, SCT5	9/19/08	1.000	.000	.000
6	03810027 WH-3 PRM, 8000, FL SOFTWARE	9/19/08	1.000	.000	.000
7	02136107 WH-3 SOFTWARE, I8000, CPLD REV D	9/19/08	1.000	.000	.000
8	02136214 WH-3 SOFTWARE, I8000, DSP	9/19/08	1.000	.000	.000
	** TOTALS **		.000		5975.000

CMI 0063

CONDITIONS OF SALE

1. **WARRANTIES:** Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. **SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.** Seller does not warrant any products or services of others which Buyer has designated.

2. **PATENTS:** (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

3. **DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to buyer on delivery.

4. **EXCUSABLE DELAYS:** Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

5. **PAYMENTS AND FINANCIAL CONDITION:** Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. Payment terms are net 30 days from date of invoice. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products shall constitute a representation that Buyer is solvent and has the ability to pay for the product ordered. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency and financial ability at any time prior to shipment.

If, in the sole opinion of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. **DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. **TAXES:** In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

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(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

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Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

MPD - CMI - MPH

316 East Ninth Street
Owensboro, KY 42303
(270) 685-6200

Sales Order No.: 737027

Page 1

Date: 8/20/08

ORDER TYPE: CMI REASON CODE: 2

Bill To: 323510
FLORIDA HIGHWAY PATROL
NEIL KIRKMAN BLDG
2900 APALACHEE PARKWAY
MS 22 RM A418H
TALLAHASSEE, FL 32399-0514

CRDHLD

Shipped To: 0
FLORIDA HWY PATROL TRP D
ATTN DONNA CARTER
PO DO1096965
133 SOUTH SOMORAN BLVD
ORLANDO, FL 32807

Customer Order No. DO1096965

Date Entered: 8/19/08

Payment Terms		Date Required	F.O.B. Point	Shipped Via	Salesperson
NET 30 DAYS		9/19/08		SHIP ALLOW	OFFICE SALE
Line #	MPD Part Number	Sched. Delivery	Quantity on Order	Unit Price	Extended Price
1	002480FL WH-3 UNIT ASSY, I8000 no manuals lh	9/19/08	1.000	5975.000	5975.000
2	011148 WH-3 GAS SYSTEM, MOBILE FLORIDA	9/19/08	1.000	.000	.000
3	015007 WH-3 MOUTHPIECE, LOT OF 100	9/19/08	1.000	.000	.000
4	015088 WH-3 PAPER, ROLL, THERMAL, 58MM X 25MM	9/19/08	3.000	.000	.000
5	340129 WH-3 CYL, GAS, ETOH/N2, .080BAC, SCT5	9/19/08	1.000	.000	.000
6	03810027 WH-3 PRM, 8000, FL SOFTWARE	9/19/08	1.000	.000	.000
7	02136107 WH-3 SOFTWARE, I8000, CPLD REV D	9/19/08	1.000	.000	.000
8	02136214 WH-3 SOFTWARE, I8000, DSP	9/19/08	1.000	.000	.000
** TOTALS **			.000		5975.000

CMI 0065

CONDITIONS OF SALE

1. **WARRANTIES:** Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Seller does not warrant any products or services of others which Buyer has designated.

2. **PATENTS:** (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

3. **DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to buyer on delivery.

4. **EXCUSABLE DELAYS:** Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

5. **PAYMENTS AND FINANCIAL CONDITION:** Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. Payment terms are net 30 days from date of invoice. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products shall constitute a representation that Buyer is solvent and has the ability to pay for the product ordered. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency and financial ability at any time prior to shipment.

If, in the sole opinion of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. **DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. **TAXES:** In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. **LIMITATIONS OF LIABILITY AND INDEMNITIES:** (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. **GENERAL:** Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal opportunity (including the seven paragraphs appearing in § 202 of Executive Order 11246, as amended), (ii) workmen's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

MPD - CMI - MPH

316 East Ninth Street
Owensboro, KY 42303
(270) 685-6200

Sales Order No.: 737028

Page 1

Date: 8/20/08

ORDER TYPE: CMI REASON CODE: 2

Bill To: 323510
FLORIDA HIGHWAY PATROL
NEIL KIRKMAN BLDG
2900 APALACHEE PARKWAY
MS 22 RM A418H
TALLAHASSEE, FL 32399-0514

CRDHLD

Shipped To: 0
FLORIDA HWY PATROL TRP E
ATTN BEATRIZ MATUTES
PO # DO1096965
1101 NW 111TH AVE
MIAMI, FL 33172

Customer Order No. DO1096965

Date Entered: 8/19/08

Payment Terms		Date Required	F.O.B. Point		Shipped Via	Salesperson
NET 30 DAYS		9/19/08			SHIP ALLOW	OFFICE SALE
Line #	MPD Part Number	Sched. Delivery	Quantity on Order	Unit Price	Extended Price	
1	002480FL WH-3 UNIT ASSY, I8000 no manuals lh	9/19/08	1.000	5975.000	5975.000	
2	011148 WH-3 GAS SYSTEM, MOBILE FLORIDA	9/19/08	1.000	.000	.000	
3	015007 WH-3 MOUTHPIECE, LOT OF 100	9/19/08	1.000	.000	.000	
4	015088 WH-3 PAPER, ROLL, THERMAL, 58MM X 25MM	9/19/08	3.000	.000	.000	
5	340129 WH-3 CYL, GAS, ETOH/N2, .080BAC, SCT5	9/19/08	1.000	.000	.000	
6	03810027 WH-3 PRM, 8000, FL SOFTWARE	9/19/08	1.000	.000	.000	
7	02136107 WH-3 SOFTWARE, I8000, CPLD REV D	9/19/08	1.000	.000	.000	
8	02136214 WH-3 SOFTWARE, I8000, DSP	9/19/08	1.000	.000	.000	
** TOTALS **			.000		5975.000	

CMI 0067

CONDITIONS OF SALE

1. **WARRANTIES:** Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Seller does not warrant any products or services of others which Buyer has designated.

2. **PATENTS:** (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

3. **DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to buyer on delivery.

4. **EXCUSABLE DELAYS:** Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

5. **PAYMENTS AND FINANCIAL CONDITION:** Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. Payment terms are net 30 days from date of invoice. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products shall constitute a representation that Buyer is solvent and has the ability to pay for the product ordered. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency and financial ability at any time prior to shipment.

If, in the sole opinion of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. **DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. **TAXES:** In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. **LIMITATIONS OF LIABILITY AND INDEMNITIES:** (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. **GENERAL:** Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal opportunity (including the seven paragraphs appearing in § 202 of Executive Order 11246, as amended), (ii) workmen's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

MPD - CMI - MPH

316 East Ninth Street
Owensboro, KY 42303
(270) 685-6200

Sales Order No.: 737029

Page 1

Date: 8/20/08

ORDER TYPE: CMI REASON CODE: 2

Bill To: 323510
FLORIDA HIGHWAY PATROL
NEIL KIRKMAN BLDG
2900 APALACHEE PARKWAY
MS 22 RM A418H
TALLAHASSEE, FL 32399-0514

CRDHLD

Shipped To: 0
FLORIDA HWY PATROL TRP F
ATTN MELODY MILLER
PO # DO1096965
5023 53RD AVENUE E
BRADENTON, FL 34203-4134

Customer Order No. DO1096965

Date Entered: 8/19/08

Payment Terms		Date Required	F.O.B. Point		Shipped Via	Salesperson
NET 30 DAYS		9/19/08			SHIP ALLOW	OFFICE SALE
Line #	MPD Part Number	Sched. Delivery	Quantity on Order	Unit Price	Extended Price	
1	002480FL WH-3 UNIT ASSY, I8000 no manuals lh	9/19/08	1.000	5975.000	5975.000	
2	011148 WH-3 GAS SYSTEM, MOBILE FLORIDA	9/19/08	1.000	.000	.000	
3	015007 WH-3 MOUTHPIECE, LOT OF 100	9/19/08	1.000	.000	.000	
4	015088 WH-3 PAPER, ROLL, THERMAL, 58MM X 25MM	9/19/08	3.000	.000	.000	
5	340129 WH-3 CYL, GAS, ETOH/N2, .080BAC, SCT5	9/19/08	1.000	.000	.000	
6	03810027 WH-3 PRM, 8000, FL SOFTWARE	9/19/08	1.000	.000	.000	
7	02136107 WH-3 SOFTWARE, I8000, CPLD REV D	9/19/08	1.000	.000	.000	
8	02136214 WH-3 SOFTWARE, I8000, DSP	9/19/08	1.000	.000	.000	
	** TOTALS **		.000		5975.000	

CMI 0069

CONDITIONS OF SALE

1. **WARRANTIES:** Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Seller does not warrant any products or services of others which Buyer has designated.

2. **PATENTS:** (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

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4. **EXCUSABLE DELAYS:** Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

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If, in the sole opinion of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. **DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

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8. **LIMITATIONS OF LIABILITY AND INDEMNITIES:** (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

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Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

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The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

MPD - CMI - MPH

316 East Ninth Street
Owensboro, KY 42303
(270) 685-6200

Sales Order No.: 737030

Page 1

Date: 8/20/08

ORDER TYPE: CMI REASON CODE: 2

Bill To: 323510
FLORIDA HIGHWAY PATROL
NEIL KIRKMAN BLDG
2900 APALACHEE PARKWAY
MS 22 RM A418H
TALLAHASSEE, FL 32399-0514

CRDHLD

Shipped To: 0
FLORIDA HWY PATROL TRP G
ATTN LARRY HARDIN
PO DO1096965
7322 NORMANDY BLVD
JACKSONVILLE, FL 32205-6261

Customer Order No. DO1096965

Date Entered: 8/19/08

Payment Terms		Date Required	F.O.B. Point		Shipped Via	Salesperson	
NET 30 DAYS		9/19/08				SHIP ALLOW	OFFICE SALE
Line #	MPD Part Number	Sched. Delivery	Quantity on Order	Unit Price		Extended Price	
1	002480FL WH-3 UNIT ASSY, I8000 no manuals	9/19/08	1.000	5975.000		5975.000	
2	011148 WH-3 GAS SYSTEM, MOBILE FLORIDA	9/19/08	1.000	.000		.000	
3	015007 WH-3 MOUTHPIECE, LOT OF 100	9/19/08	1.000	.000		.000	
4	015088 WH-3 PAPER, ROLL, THERMAL, 58MM X 25MM	9/19/08	3.000	.000		.000	
5	340129 WH-3 CYL, GAS, ETOH/N2, .080BAC, SCT5	9/19/08	1.000	.000		.000	
6	03810027 WH-3 PRM, 8000, FL SOFTWARE	9/19/08	1.000	.000		.000	
7	02136107 WH-3 SOFTWARE, I8000, CPLD REV D	9/19/08	1.000	.000		.000	
8	02136214 WH-3 SOFTWARE, I8000, DSP	9/19/08	1.000	.000		.000	
** TOTALS **			.000			5975.000	
							CMI 0071

CONDITIONS OF SALE

1. **WARRANTIES:** Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Seller does not warrant any products or services of others which Buyer has designated.

2. **PATENTS:** (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

3. **DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to buyer on delivery.

4. **EXCUSABLE DELAYS:** Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay caused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

5. **PAYMENTS AND FINANCIAL CONDITION:** Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. Payment terms are net 30 days from date of invoice. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products shall constitute a representation that Buyer is solvent and has the ability to pay for the product ordered. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency and financial ability at any time prior to shipment.

If, in the sole opinion of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. **DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. **TAXES:** In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. **LIMITATIONS OF LIABILITY AND INDEMNITIES:** (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. **GENERAL:** Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal opportunity (including the seven paragraphs appearing in § 202 of Executive Order 11246, as amended), (ii) workmen's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

MPD - CMI - MPH316 East Ninth Street
Owensboro, KY 42303
(270) 685-6200

Sales Order No.: 737031

Page 1

Date: 8/21/08

ORDER TYPE: CMI REASON CODE: 2

Bill To: 323510
FLORIDA HIGHWAY PATROL
NEIL KIRKMAN BLDG
2900 APALACHEE PARKWAY
MS 22 RM A418H
TALLAHASSEE, FL 32399-0514Shipped To: 0
FLORIDA HWY PATROL TRP H
PO # DO1096965
ATTN DEE BRUCE
2100 MAHAN DRIVE
TALLAHASSEE, FL 32308-6199

Customer Order No. DO1096965

Date Entered: 8/19/08

Payment Terms		Date Required	F.O.B. Point		Shipped Via	Salesperson	
NET 30 DAYS		9/19/08			SHIP ALLOW	OFFICE SALE	
Line #	MPD Part Number	Sched. Delivery	Quantity on Order	Unit Price		Extended Price	
1	002480FL WH-3 UNIT ASSY, I8000 no manuals	9/19/08	1.000	5975.000		5975.000	
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3	015007 WH-3 MOUTHPIECE, LOT OF 100	9/19/08	1.000	.000		.000	
4	015088 WH-3 PAPER, ROLL, THERMAL, 58MM X 25MM	9/19/08	3.000	.000		.000	
5	340129 WH-3 CYL, GAS, ETOH/N2, .080BAC, SCT5	9/19/08	1.000	.000		.000	
6	03810027 WH-3 PRM, 8000, FL SOFTWARE	9/19/08	1.000	.000		.000	
7	02136107 WH-3 SOFTWARE, I8000, CPLD REV D	9/19/08	1.000	.000		.000	
8	02136214 WH-3 SOFTWARE, I8000, DSP	9/19/08	1.000	.000		.000	
** TOTALS **			.000			5975.000	
THIS ORDER WAS MAINTAINED ON 8/20/08							
CMI 0073							

CONDITIONS OF SALE

1. **WARRANTIES:** Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by replacing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. **SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.** Seller does not warrant any products or services of others which Buyer has designated.

2. **PATENTS:** (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purposes intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

3. **DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to buyer on delivery.

4. **EXCUSABLE DELAYS:** Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbances, flood, epidemic, war, riot, delay in transportation or our shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

5. **PAYMENTS AND FINANCIAL CONDITION:** Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. Payment terms are net 30 days from date of invoice. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products shall constitute a representation that Buyer is solvent and has the ability to pay for the product ordered. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency and financial ability at any time prior to shipment.

If, in the sole opinion of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. **DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. **TAXES:** In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. **LIMITATIONS OF LIABILITY AND INDEMNITIES:** (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. **GENERAL:** Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal opportunity (including the seven paragraphs appearing in § 202 of Executive Order 11246, as amended), (ii) workman's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

MPD - CMI - MPH

316 East Ninth Street
Owensboro, KY 42303
(270) 685-6200

Sales Order No.: 737031

Page 1

Date: 8/20/08

ORDER TYPE: CMI REASON CODE: 2

Bill To: 323510
FLORIDA HIGHWAY PATROL
NEIL KIRKMAN BLDG
2900 APALACHEE PARKWAY
MS 22 RM A418H
TALLAHASSEE, FL 32399-0514

CRDHLD

Shipped To: 0
FLORIDA HWY PATROL TRP H
PO # DO1096965
ATTN DEE BRUCE
2100 MAHAN DRIVE
TALLAHASSEE, FL 32308-6199

Customer Order No. DEE BRUCE

Date Entered: 8/19/08

Payment Terms		Date Required	F.O.B. Point		Shipped Via	Salesperson
NET 30 DAYS		9/19/08			SHIP ALLOW	OFFICE SALE
Line #	MPD Part Number	Sched. Delivery	Quantity on Order	Unit Price	Extended Price	
1	002480FL WH-3 UNIT ASSY, I8000 no manuals	9/19/08	1.000	5975.000	5975.000	
2	011148 WH-3 GAS SYSTEM, MOBILE FLORIDA	9/19/08	1.000	.000	.000	
3	015007 WH-3 MOUTHPIECE, LOT OF 100	9/19/08	1.000	.000	.000	
4	015088 WH-3 PAPER, ROLL, THERMAL, 58MM X 25MM	9/19/08	3.000	.000	.000	
5	340129 WH-3 CYL, GAS, ETOH/N2, .080BAC, SCT5	9/19/08	1.000	.000	.000	
6	03810027 WH-3 PRM, 8000, FL SOFTWARE	9/19/08	1.000	.000	.000	
7	02136107 WH-3 SOFTWARE, I8000, CPLD REV D	9/19/08	1.000	.000	.000	
8	02136214 WH-3 SOFTWARE, I8000, DSP	9/19/08	1.000	.000	.000	
** TOTALS **			1.000		5975.000	

CMI 0075

CONDITIONS OF SALE

1. **WARRANTIES:** Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. **SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.** Seller does not warrant any products or services of others which Buyer has designated.

2. **PATENTS:** (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

3. **DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to buyer on delivery.

4. **EXCUSABLE DELAYS:** Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

5. **PAYMENTS AND FINANCIAL CONDITION:** Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. Payment terms are net 30 days from date of invoice. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products shall constitute a representation that Buyer is solvent and has the ability to pay for the product ordered. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency and financial ability at any time prior to shipment.

If, in the sole opinion of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. **DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. **TAXES:** In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. **LIMITATIONS OF LIABILITY AND INDEMNITIES:** (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. **GENERAL:** Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal opportunity (including the seven paragraphs appearing in § 202 of Executive Order 11246, as amended), (ii) workmen's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

MPD - CMI - MPH316 East Ninth Street
Owensboro, KY 42303
(270) 685-6200

Sales Order No.: 737032

Page 1

Date: 8/20/08

ORDER TYPE: CMI REASON CODE: 2

Bill To: 323510
FLORIDA HIGHWAY PATROL
NEIL KIRKMAN BLDG
2900 APALACHEE PARKWAY
MS 22 RM A418H
TALLAHASSEE, FL 32399-0514

CRDHLD

Shipped To: 0
FLORIDA HWY PATROL TRP K
ATTN LT LARRY PIKE
PO DO1096965
LAW ENFORCEMENT BLDG 5318
OCOE, FL 34761

Customer Order No. DO1096965

Date Entered: 8/19/08

Payment Terms		Date Required	F.O.B. Point		Shipped Via	Salesperson
NET 30 DAYS		9/19/08			SHIP ALLOW	OFFICE SALE
Line #	MPD Part Number	Sched. Delivery	Quantity on Order	Unit Price	Extended Price	
1	002480FL WH-3 UNIT ASSY, I8000 no manuals lh	9/19/08	1.000	5975.000	5975.000	
2	011148 WH-3 GAS SYSTEM, MOBILE FLORIDA	9/19/08	1.000	.000	.000	
3	015007 WH-3 MOUTHPIECE, LOT OF 100	9/19/08	1.000	.000	.000	
4	015088 WH-3 PAPER, ROLL, THERMAL, 58MM X 25MM	9/19/08	3.000	.000	.000	
5	340129 WH-3 CYL, GAS, ETOH/N2, .080BAC, SCT5	9/19/08	1.000	.000	.000	
6	03810027 WH-3 PRM, 8000, FL SOFTWARE	9/19/08	1.000	.000	.000	
7	02136107 WH-3 SOFTWARE, I8000, CPLD REV D	9/19/08	1.000	.000	.000	
8	02136214 WH-3 SOFTWARE, I8000, DSP	9/19/08	1.000	.000	.000	
** TOTALS **			.000		5975.000	

CMI 0077

CONDITIONS OF SALE

1. **WARRANTIES:** Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. **SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.** Seller does not warrant any products or services of others which Buyer has designated.

2. **PATENTS:** (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

3. **DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to buyer on delivery.

4. **EXCUSABLE DELAYS:** Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

5. **PAYMENTS AND FINANCIAL CONDITION:** Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. Payment terms are net 30 days from date of invoice. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products shall constitute a representation that Buyer is solvent and has the ability to pay for the product ordered. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency and financial ability at any time prior to shipment.

If, in the sole opinion of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. **DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. **TAXES:** In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. **LIMITATIONS OF LIABILITY AND INDEMNITIES:** (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. **GENERAL:** Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal opportunity (including the seven paragraphs appearing in § 202 of Executive Order 11246, as amended), (ii) workmen's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

MPD - CMI - MPH

316 East Ninth Street
Owensboro, KY 42303
(270) 685-6200

Sales Order No.: 737033

Page 1

Date: 8/21/08

ORDER TYPE: CMI REASON CODE: 2

Bill To: 323510
FLORIDA HIGHWAY PATROL
NEIL KIRKMAN BLDG
2900 APALACHEE PARKWAY
MS 22 RM A418H
TALLAHASSEE, FL 32399-0514

Shipped To: 0
FLORIDA HWY PATROL TRP L
LAW ENF BLDG 9330
LAKE WORTH SVC PLZ MP 94
FLORIDA TURNPIKE/FISHER
LAKE WORTH, FL 33467

Customer Order No. DO1096965

Date Entered: 8/19/08

Payment Terms		Date Required	F.O.B. Point		Shipped Via	Salesperson
NET 30 DAYS		9/19/08			SHIP ALLOW	OFFICE SALE
Line #	MPD Part Number	Sched. Delivery	Quantity on Order	Unit Price		Extended Price
1	002480FL WH-3 UNIT ASSY, I8000 no manuals lh	9/19/08	1.000	5975.000		5975.000
2	011148 WH-3 GAS SYSTEM, MOBILE FLORIDA	9/19/08	1.000	.000		.000
3	015007 WH-3 MOUTHPIECE, LOT OF 100	9/19/08	1.000	.000		.000
4	015088 WH-3 PAPER, ROLL, THERMAL, 58MM X 25MM	9/19/08	3.000	.000		.000
5	340129 WH-3 CYL, GAS, ETOH/N2, .080BAC, SCT5	9/19/08	1.000	.000		.000
6	03810027 WH-3 PRM, 8000, FL SOFTWARE	9/19/08	1.000	.000		.000
7	02136107 WH-3 SOFTWARE, I8000, CPLD REV D	9/19/08	1.000	.000		.000
8	02136214 WH-3 SOFTWARE, I8000, DSP	9/19/08	1.000	.000		.000
** TOTALS **			.000			5975.000
THIS ORDER WAS MAINTAINED ON 8/20/08						
CMI 0079						

CONDITIONS OF SALE

1. **WARRANTIES:** Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Seller does not warrant any products or services of others which Buyer has designated.

2. **PATENTS:** (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purposes intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

3. **DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to buyer on delivery.

4. **EXCUSABLE DELAYS:** Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

5. **PAYMENTS AND FINANCIAL CONDITION:** Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. Payment terms are net 30 days from date of invoice. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products shall constitute a representation that Buyer is solvent and has the ability to pay for the product ordered. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency and financial ability at any time prior to shipment.

If, in the sole opinion of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. **DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. **TAXES:** In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. **LIMITATIONS OF LIABILITY AND INDEMNITIES:** (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. **GENERAL:** Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal opportunity (including the seven paragraphs appearing in § 202 of Executive Order 11246, as amended), (ii) workmen's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

MPD - CMI - MPH

316 East Ninth Street
Owensboro, KY 42303
(270) 685-6200

Sales Order No.: 737033

Page 1

Date: 8/20/08

ORDER TYPE: CMI REASON CODE: 2

Bill To: 323510
FLORIDA HIGHWAY PATROL
NEIL KIRKMAN BLDG
2900 APALACHEE PARKWAY
MS 22 RM A418H
TALLAHASSEE, FL 32399-0514

Shipped To: 0
FLORIDA HWY PATROL TRP L
LAW ENF BLDG 9330
LAKE WORTH SVC PLZ MP 94
FLORIDA TURNPIKE/FISHER
LAKE WORTH, FL 33467

CRDHLD

Customer Order No. DO 1096965

Date Entered: 8/19/08

Payment Terms		Date Required	F.O.B. Point		Shipped Via	Salesperson
NET 30 DAYS		9/19/08			SHIP ALLOW	OFFICE SALE
Line #	MPD Part Number	Sched. Delivery	Quantity on Order	Unit Price	Extended Price	
1	002480FL WH-3 UNIT ASSY, I8000 no manuals lh	9/19/08	1.000	5975.000	5975.000	
2	011148 WH-3 GAS SYSTEM, MOBILE FLORIDA	9/19/08	1.000	.000	.000	
3	015007 WH-3 MOUTHPIECE, LOT OF 100	9/19/08	1.000	.000	.000	
4	015088 WH-3 PAPER, ROLL, THERMAL, 58MM X 25MM	9/19/08	3.000	.000	.000	
5	340129 WH-3 CYL, GAS, ETOH/N2, .080BAC, SCT5	9/19/08	1.000	.000	.000	
6	03810027 WH-3 PRM, 8000, FL SOFTWARE	9/19/08	1.000	.000	.000	
7	02136107 WH-3 SOFTWARE, I8000, CPLD REV D	9/19/08	1.000	.000	.000	
8	02136214 WH-3 SOFTWARE, I8000, DSP	9/19/08	1.000	.000	.000	
** TOTALS **			.000		5975.000	

CMI 0081

CONDITIONS OF SALE

1. **WARRANTIES:** Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. **SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.** Seller does not warrant any products or services of others which Buyer has designated.

2. **PATENTS:** (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

3. **DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to buyer on delivery.

4. **EXCUSABLE DELAYS:** Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strikes or other labor disturbances, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

5. **PAYMENTS AND FINANCIAL CONDITION:** Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. Payment terms are net 30 days from date of invoice. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products shall constitute a representation that Buyer is solvent and has the ability to pay for the product ordered. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency and financial ability at any time prior to shipment.

If, in the sole opinion of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. **DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. **TAXES:** In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. **LIMITATIONS OF LIABILITY AND INDEMNITIES:** (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. **GENERAL:** Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal opportunity (including the seven paragraphs appearing in § 202 of Executive Order 11246, as amended), (ii) workmen's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Prices and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

Order No. DO1096965

Issued on Mon, 18 Aug. 2008
Created on Mon, 18 Aug. 2008 by Ariba System

Supplier:

CMI, Inc
316 East Ninth Street
Owensboro, KY 42303
Phone: 270-685-6545
Fax: 270-685-6678
Contact: Jodie Hagan

Ship To:

Program Planning
MS 48, Room A324
2900 Apalachee Parkway
Tallahassee, FL 32399-0559
United States

Bill To:

Dept Highway Safety and Motor Vehicles
Neil Kirkman Bldg
2900 Apalachee Pkwy, MS22
Rm A418H
Tallahassee, FL 32399-0514
United States

Deliver To:

John Knox

Entity Description: Department of Highway Safety and Motor Vehicles
Organization Code: 78100160008
Object Code: 000000-342000
Expansion Option: 06
Exemption Status: No
Exemption Reason?

VersionNumber: 1

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	Intoxilyzer 8000: Infrared mobile, breath ...		each	10	Sun, 31 Aug, 2008	\$5,975.00000USD	\$59,750.00000USD
	Intoxilyzer 8000: Infrared mobile, breath testing device.						

Recycled Content?: N

Requester: John Knox

Ship To Code: A03woums.q

Distributors?: N

State Contract ID:

PR No.: PR2945420

Requester Phone:

Master Agreement ID:

MyGreenFlorida Content: N

Method of Procurement: P - single source over Category 2 per 60A-1.045 & 287.057(5)(c)

Shipping Method: Best Way

FOB Code: INC-Dest

FOB Code Description: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.

Encumber Funds: Yes

PO Start Date:

PO End Date:

Fiscal Year Indicator: 2009

PU#: 7600

Site Code: 760000-00

Additional Item Info

Terms and Conditions: http://marketplace.myflorida.com/vendor/po_tou.pdf

P Card Order?: No

Total**\$59,750.00000USD****Status: Ordering****Approvals**

No Approval Requests

Comments

- EDITS SAVED by Bruce Lynn on Friday, August 15, 2008 at 3:56 PM with comment
Items included with each Intoxilyzer 8000 (with badge reader, modem, and internal printer) package will include:
1 each - Gas Delivery System
1 box - Mouthpieces (100 count)
3 rolls - Thermal Printer Paper
1 each - 105 L Gas Cylinder, 080 BRAC
Florida Specific Software
2 Year Warranty
Price of package includes shipping charges.

(Bruce Lynn, Fri, 15 Aug, 2008)

- EDITS SAVED by Bruce Lynn on Monday, August 18, 2008 at 2:53 PM with comment
Requester: John Knox 850-617-2353
Purchasing Specialist: Bruce Lynn 850-617-3180
DISCRIMINATION: IN ACCORDANCE WITH SECTION 287.134, FLORIDA STATUTES, AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUB-CONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY.

SUBSTITUTIONS: DO NOT UNILATERALLY SUBSTITUTE ITEMS, ALTER SCHEDULES, INCREASE PRICES, OR ADD, DELETE OR AMEND TERMS AND CONDITIONS. IF UNABLE OR UNWILLING TO PROCESS THE ORDER AS WRITTEN, CONTACT THE PURCHASING AGENT WHOSE NAME AND TELEPHONE NUMBER APPEAR AT THE BOTTOM OF THE DIRECT ORDER. EXPIRED TERM DIRECT ORDERS (D.O.): GOODS OR SERVICES ARE NOT TO BE PROVIDED AFTER THE EXPIRATION DATE OF A TERM ORDER. IT IS THE VENDOR'S RESPONSIBILITY TO DISCONTINUE SERVICE AND / OR RETRIEVE HIS/ HER EQUIPMENT UNLESS A WRITTEN EXTENSION OR RENEWAL ORDER IS RECEIVED IN ADVANCE. INVOICES: SEND COMMODITY INVOICE(S), REFERENCING A VALID DIRECT ORDER NUMBER, TO THE BUREAU OF ACCOUNTING ACCOUNTS PAYABLE SECTION, NEIL KIRKMAN BUILDING, ROOM A414, MS-22 2900 APALACHEE PARKWAY, TALLAHASSEE, FLORIDA 32399-0514, TELEPHONE (850) 617-3301, UNLESS AN INSTRUCTION TO INVOICE TO THE "SHIP TO" ADDRESS APPEARS ON THE FACE OF THE DIRECT ORDER. ALL SERVICE INVOICES MUST BE SENT TO THE END USER FOR APPROVAL. PROMPT PAYMENT LAW: SECTION 215.422, F.S. PROVIDES THAT AGENCIES HAVE 5 WORKING DAYS TO INSPECT AND APPROVE GOODS AND SERVICES, UNLESS BID SPECIFICATIONS OR THE D.O. SPECIFIES OTHERWISE. WITH THE EXCEPTION OF PAYMENTS TO HEALTH CARE PROVIDERS FOR HOSPITAL, MEDICAL, OR OTHER HEALTH CARE SERVICES, IF PAYMENT IS NOT AVAILABLE WITHIN 40 DAYS MEASURED FROM THE LATER OF THE DATE THE INVOICE IS RECEIVED OR THE GOODS OR SERVICES ARE RECEIVED, INSPECTED AND APPROVED, A SEPARATE INTEREST PENALTY SET BY THE STATE CHIEF FINANCIAL OFFICER, PURSUANT TO SECTION 55.03, F.S., WILL BE DUE AND PAYABLE IN ADDITION TO THE INVOICE AMOUNT. TO OBTAIN THE APPLICABLE INTEREST RATE, PLEASE CONTACT THE AGENCY'S FISCAL SECTION AT 850/488-5380 OR PURCHASING OFFICE AT 850/488-8200. PAYMENTS TO HEALTH CARE PROVIDERS FOR HOSPITALS, MEDICAL OR OTHER HEALTH CARE SERVICES, SHALL BE MADE NOT MORE THAN 35 DAYS FROM THE DATE OF ELIGIBILITY FOR PAYMENT IS DETERMINED, AND THE DAILY INTEREST RATE IS .03333%. INVOICES RETURNED TO VENDOR DUE TO PREPARATION ERRORS WILL RESULT IN A PAYMENT DELAY. INVOICE PAYMENT REQUIREMENTS DO NOT START UNTIL A PROPERLY COMPLETED INVOICE IS PROVIDED TO THE AGENCY A VENDOR OMBUDSMAN, WHOSE DUTIES INCLUDE ACTING AS AN ADVOCATE FOR VENDORS WHO MAY BE EXPERIENCING PROBLEMS IN OBTAINING TIMELY PAYMENT(S) FROM A STATE AGENCY, MAY BE CONTACTED AT (850) 488-2924 OR BY CALLING THE STATE CHIEF FINANCIAL OFFICER'S HOTLINE, 1-800-848-3792 ANNUAL APPROPRIATION: IN ACCORDANCE WITH S.287.0532, FS, IF THIS CONTRACT BINDS THE STATE OR THIS AGENCY FOR THE PURCHASE OF SERVICES OR TANGIBLE PERSONAL PROPERTY FOR A PERIOD IN EXCESS OF ONE FISCAL YEAR, THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS CONTRACT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE. FLORIDA SALES TAX EXEMPTION NO. 47-04-025853-52C

(Bruce Lynn, Mon, 18 Aug, 2008)

- EDITS SAVED by Bruce Lynn on Monday, August 18, 2008 at 3:04 PM with comment (1 document attached)
Ship to list attached (Bruce Lynn, Mon, 18 Aug, 2008)

FHP Statewide DUI Checkpoint Grant - K8-08-06-12
Delivery Addresses for Intoxilyzer 8000

323510

Florida Highway Patrol - Troop A
6036 County Road 2321
Panama City, FL 32404-5732
Attn: Gloria Martin/Lt. Brown

QTY: 1

737024

Florida Highway Patrol - Troop B
1350 US Hwy 90 West, Suite 101
Lake City, FL 32055
Attn: David Richter

QTY: 1

737025

Florida Highway Patrol - Troop C
11305 N McKinley Dr
Tampa, FL 33612
Attn: Marvin Smith

QTY: 1

737026

Florida Highway Patrol - Troop D
133 South Semoran Blvd
Orlando, FL 32807
Attn: Donna Carter

QTY: 1

737027

Florida Highway Patrol - Troop E
1101 NW 111th Ave
Miami, FL 33172
Attn: Beatriz Matutes

QTY: 1

737028

Florida Highway Patrol - Troop F
5023 53rd Avenue E
Bradenton, FL 34203-4134
Attn: Melody Miller

QTY: 1

737029

Florida Highway Patrol - Troop G
7322 Normandy Blvd
Jacksonville, FL 32205-6261
Attn: Larry Hardin

QTY: 1

737030

Florida Highway Patrol - Troop H
2100 Mahan Dr.
Tallahassee, FL 32308-6199
Attn: Dee Bruce

QTY: 1

737031

Florida Highway Patrol - Troop K
Turkey Lake Service Plaza
Law Enforcement Bldg #5318
Ocoee, FL 34761
Attn: Lt. Larry Pike

QTY: 1

737032

Florida Highway Patrol - Troop L
Law Enforcement Bldg #9330
Lake Worth Service Plaza
Milepost 94, Florida's Turnpike

QTY: 1

737033

08/18/08 17:18:42 MyFloridaMarketPlace ->

270 605 6670 MyFloridaMarketPlace Page 004

Lake Worth, FL 33467

Attn: Peggy Fisher



CMI MPH operations of MPD, Inc.

316 E. 9TH STREET
OWENSBORO, KY 42301
270-685-6200

SALES ORDER NO.: 675327

PAGE 1

ORDER TYPE: CMI REASON CODE: 2

DATE: 7/10/02

BILL TO:

323022

FL DEPT. LAW ENFORCEMENT
FINANCE & ACCOUNTING

PO BOX 1489

TALLAHASSEE

FL 32302

CUSTOMER ORDER NO.

S 7100 808607

SHIPPED TO:

9000

FL DEPT. LAW ENFORCEMENT
LOADING DOCK
2331 PHILLIPS ROAD

TALLAHASSEE

FL 32308-5333

DATE ENTERED:

6/27/02

PAYMENT TERMS	DATE REQUIRED	F.O.B. POINT	SHIPPED VIA	SALESPERSON	
NET 30 DAYS	6/28/02		SEE TEXT	OFFICE SALE	
LINE NO.	MPD PART NUMBER	SCHEDULED DELIVERY	QUANTITY ON ORDER	UNIT PRICE	EXTENDED PRICE

001 002480FL	WH-3	9.000	6000.000	54000.00
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UNIT ASSY, I8000

850-410-8304 LAURA BARFIELD SHIP AL MUST ARRIVE 7/12/02
THE PARTS LISTED BELOW WILL SHIP TO THE FOLLOWING ADDRESS
INSTEAD OF THE SHIP TO ADDRESS ON THIS SALES ORDER:SANIBEL HARBOUR & RESORT
C/O FLORIDA SHERIFFS CONFERENCE
17620 HARBOUR POINTE DR
TOM MYERS (GUEST)
FT. MYERS, FL 33908

1	002480FL
1	021301FL
1	021302FL
1	021305FL
1	021307FL
1	021327G00FL
1	021329FL
1	021339FL
1	021362FL
1	340129
1	015007
3	015083

ALSO, A MOBILE GAS DELIVERY SYSTEM WILL SHIP TO FR. MYERS.
THIS WILL BE PROVIDED BY CMI MANUFACTURING/ENGINEERING
(THIS ITEM HAS NO PART NUMBER)

002 021301FL	WH-3	9.000	.000	.00
PRNTR SUB-ASSY, THRML, US/EUROPE				
003 021302FL	WH-3	9.000	.000	.00
DISPLAY ASSY, I8000, CMI				

THIS ORDER WAS MAINTAINED ON 7/10/02

CMI 0087

Rev. 10/99 GC-021

CONDITIONS OF SALE

1. WARRANTIES: Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Seller does not warrant any products or services of others which Buyer has designated.

2. PATENTS: (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

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7. TAXES: In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. LIMITATIONS OF LIABILITY AND INDEMNITIES: (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

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Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

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The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.



CMI MPH operations of MPD, Inc.

316 E. 9TH STREET
OWENSBORO, KY. 42301
270-685-6200

SALES ORDER NO.: 675327

PAGE 2

DATE: 7/10/02

ORDER TYPE: CMI REASON CODE: 2

BILL TO:

323022

FL DEPT. LAW ENFORCEMENT
FINANCE & ACCOUNTINGPO BOX 1489
TALLAHASSEE

FL 32302

CUSTOMER ORDER NO.

S 7100 808607

SHIPPED TO:

0000

FL DEPT. LAW ENFORCEMENT
LOADING DOCK
2331 PHILLIPS ROAD

TALLAHASSEE

FL 32308-5333

DATE ENTERED:

6/27/02

PAYMENT TERMS	DATE REQUIRED	F.O.B. POINT	SHIPPED VIA	SALESPERSON	
NET 30 DAYS	6/28/02		SEE TEXT	OFFICE SALE	
LINE NO.	MPD PART NUMBER	SCHEDULED DELIVERY	QUANTITY ON ORDER	UNIT PRICE	EXTENDED PRICE

004	021339FL	WH-3	9.000	.000	.00
	MODEM OPTION, 33K, I8000				
005	021305FL	WH-3	9.000	.000	.00
	MAG. CARD READER, 3 TRACK, I8000				
006	021362FL	WH-3	9.000	.000	.00
	GAS DELIVERY SYS READY W/TRANS				
007	011147	WH-3	9.000	.000	.00
	GAS SYSTEM, STATIONARY FLORIDA				
008	021327G00FL	WH-3	9.000	.000	.00
	POWER OPTION, AC, I8000				
009	021329FL	WH-3	9.000	.000	.00
	POWER OPTION, DC, I8000				
010	021307FL	WH-3	9.000	.000	.00
	HOSE ASSY, BREATH, I8000				
011	015007	WH-3	9.000	.000	.00
	MOUTHPIECE, LOT OF 100				
012	015083	WH-3	27.000	.000	.00
	PAPER, ROLL, THERMAL, 57.5MMX5				
013	340129	WH-3	9.000	.000	.00
	CYL, GAS, ETOH/N2, .080BAC, SCT5				

THIS ORDER WAS MAINTAINED ON 7/10/02

CMI 0089

CONDITIONS OF SALE

1. WARRANTIES: Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Seller does not warrant any products or services of others which Buyer has designated.

2. PATENTS: (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

3. DELIVERY, TITLE AND RISK OF LOSS: Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to buyer on delivery.

4. EXCUSABLE DELAYS: Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

5. PAYMENTS AND FINANCIAL CONDITION: Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. Payment terms are net 30 days from date of invoice. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products shall constitute a representation that Buyer is solvent and has the ability to pay for the product ordered. In addition, upon Seller's

request, Buyer will furnish a written representation concerning its solvency and financial ability at any time prior to shipment.

If in the sole opinion of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. DISCLOSURE OF INFORMATION: Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. TAXES: In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. LIMITATIONS OF LIABILITY AND INDEMNITIES: (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. GENERAL: Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal opportunity (including the seven paragraphs appearing in §202 of Executive Order 11246, as amended), (ii) workmen's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.



CMI MPH operations of MPD, Inc.

SALES ORDER NO.: 675327

PAGE 3

316 E. 9TH STREET
OWENSBORO, KY 42301
270-685-6200

ORDER TYPE: CMI REASON CODE: 2

DATE: 7/10/02

BILL TO:

323022

SHIPPED TO:

0000

FL DEPT. LAW ENFORCEMENT
FINANCE & ACCOUNTINGFL DEPT. LAW ENFORCEMENT
LOADING DOCK
2331 PHILLIPS ROAD

PO BOX 1489

TALLAHASSEE

FL 32302

TALLAHASSEE

FL 32308-5333

CUSTOMER ORDER NO.

S 7100 808607

DATE ENTERED:

6/27/02

PAYMENT TERMS	DATE REQUIRED	F.O.B. POINT	SHIPPED VIA	SALESPERSON	
NET 30 DAYS	6/28/02		SEE TEXT	OFFICE SALE	
LINE NO.	MPD PART NUMBER	SCHEDULED DELIVERY	QUANTITY ON ORDER	UNIT PRICE	EXTENDED PRICE

014	015007	WH-3 MOUTHPIECE, LOT OF 100	1.000	.000	.00
015	015083	WH-3 PAPER, ROLL, THERMAL, 57.5MMX5	3.000	.000	.00
016	340129	WH-3 CYL, GAS, ETOH/N2, .080BAC, SCT5	1.000	.000	.00
** TOTALS **			.000		54000.00

THIS ORDER WAS MAINTAINED ON 7/10/02

CMI 0091

CONDITIONS OF SALE

1. WARRANTIES: Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to conform with said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to conform with the foregoing warranties (except title), Seller shall thereupon have the absolute right to cure or correct any such defect either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Seller does not warrant any products or services of others which Buyer has designated.

2. PATENTS: (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its own expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

3. DELIVERY, TITLE AND RISK OF LOSS: Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to buyer on delivery.

4. EXCUSABLE DELAYS: Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period reasonably related to the time lost by reason of the delay.

5. PAYMENTS AND FINANCIAL CONDITION: Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. Payment terms are net 30 days from date of invoice. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products shall constitute a representation that Buyer is solvent and has the ability to pay for the product ordered. In addition, upon Seller's

request, Buyer will furnish a written representation concerning its solvency and financial ability at any time prior to shipment.

If in the judgment of Seller, Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. DISCLOSURE OF INFORMATION: Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as proprietary secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. TAXES: In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. LIMITATIONS OF LIABILITY AND INDEMNITIES: (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnished Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. GENERAL: Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal opportunity (including the seven paragraphs appearing in §202 of Executive Order 11246, as amended), (ii) workmen's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of Kentucky.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

STATE OF FLORIDA
FLORIDA DEPARTMENT OF LAW ENFORCEMENT

PURCHASE ORDER

PO NO: S 7100 808607

ISSUE DATE: JULY 01, 2002

CENTRAL RECEIVING
SHIP TO: FLORIDA DEPT. LAW ENFORCEMENT
LOADING DOCK 9:00AM - 3:30 PM
2331 PHILLIPS ROAD
TALLAHASSEE

FL 32308-3333

PO NUMBER MUST APPEAR ON ALL CORRESPONDENCE,
SHIPMENTS, AND INVOICES. SEE REVERSE SIDE FOR
ADDITIONAL TERMS AND CONDITIONS.

INVOICE TO: FDLE/ FINANCE & ACCOUNTING
PO BOX 1489
TALLAHASSEE

FL 32302

VENDOR (NOT TRANSFERABLE)

CMI INC
315 E NINTH ST
OWENSBORO

KY 42303-0000

VEN#: F611203274002
CMOC: A
BID/QUOTE/CONT NO:

THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION
TO PAY UNDER THIS CONTRACT IS CONTINGENT UPON AN
ANNUAL APPROPRIATION BY THE LEGISLATURE.
FDLE SALES TAX EXEMPTION CERT.#47-04-025933-32C
EXPIRES 12/30/02

DISCRIMINATION: IN ACCORDANCE WITH SECTION 287.134,
FLORIDA STATUTES, AN ENTITY OR AFFILIATE WHO HAS BEEN
PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT
SUBMIT A BID ON A CONTRACT TO PROVIDE GOODS OR SERVICES
TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT
WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF
A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS
ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT
AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUB-
CONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY
PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY
PUBLIC ENTITY.

INSIDE DELIVERY REQUIRED

FDLE CONTACT PERSON: LAURA BARFIELD
TELEPHONE #850-410-8304

ATTN:
Jue Keisti
675327

STATE SALES TAX EXEMPT

FOB: DESTINATION

FGT: FRT INCLUDED IN PRICE

CONTINUED ON NEXT PAGE

VENDOR COPY

CMI 0093

STATE OF FLORIDA
FLORIDA DEPARTMENT OF LAW ENFORCEMENT

PURCHASE ORDER

PO NO: S 7100 808607
ISSUE PAGE: 2

6/28/02

P.O. LINE	COMMODITY CODE/DESCRIPTION	QUANTITY AND UNIT	UNIT PRICE	EXTENDED TOTAL
1	680 020 000 0000 INTOXILYZER 8000 - PRICE INCLUDES ORGANIZER STANDS AND GAS DELIVERY SYSTEM, MOUTHPIECES, 3 ROLLS OF PRINTER PAPER, SCOTTY GAS CYLINDER 105 LITER (.80) AND A TWO YEAR LIMITED FACTORY WARRANTY.	9 EACH	\$6,000.000 0.000% DISC TAKEN	\$54,000.00

DELIVER ON OR BEFORE: 08/31/2002
PURCHASE CODE: B SINGLE SOURCE

TOTAL \$54,000.00

REV NU
NONE

ORIGINATOR

P.A. / TELEPHONE
SONYA AVANT

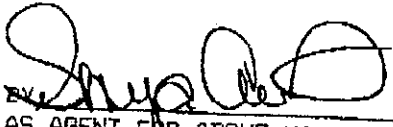
850-410-7300

--ORG. CODE-- EQ VR OBJECT
1 82 06 01 100 71 01 512082

ENCUMBRANCE
\$0.00

AMOUNT VENDOR NO P/O NUMBER
\$54,000.00 F611205274 002 S 7100 808607

*** END OF PURCHASE ORDER, LINE ITEM COUNT:


AS AGENT FOR ABOVE NAMED GOVERNMENT ENTITY
1 *****

VENDOR COPY

CMI 0094

Order No. DO113360

Issued on Fri, 17 Jun, 2005

Created on Fri, 17 Jun, 2005 by Ariba System

Supplier:

CMI, Inc.
 316 East Ninth Street
 Owensboro, KY 42303
 Phone: 270-685-6545
 Fax: 270-685-6678
 Contact: Josie Hagan

Bill To:

Florida Department of Law Enforcement
 Finance & Accounting
 PO Box 1489
 Tallahassee, FL 32302
 United States

Entity Description: Department of Law Enforcement
 Organization Code: 71620101200
 Object Code: 710000-512032
 Expansion Option: 28
 Exemption Status: Not Exempt
 Exemption Reason?: Funds Subject to Fee

Recycled Content?: N

Distributors?: N

Requester: Florence DeWiest

PR No.: PR377708

Shipping Method: Best Way

Purchase Order Type: G (Single Source)

FOB Code: Freight charges are paid by seller and added to invoice. Buyer ultimately bears the cost of the freight.

Fiscal Year Indicator: 2005

PUI#: 7100

SiteCode: 710000-00

Encumber Funds: No

Version: 1

P Card Order: No

Terms and Conditions: http://marketplace.myflorida.com/vendor/po_tou.pdf

P Card Order?: No

Item	Part Number	Unit	Qty	Description	Need By	Unit Price	Extended Amount
1		Each	12	INTOXILYZER 8000, WITH BADGE READER, MODEM, AND INTERNAL PRINTER. EACH INTOXILYZER 8000 PACKAGE INCLUDES THE FOLLOWING: 1 EACH, GAS DELIVERY SYSTEM 1 BOX MOUTHPIECES	none	\$5,975.00000USD	\$71,700.00000USD

(100/BOX)
 3 ROLLS THERMAL PRINTER
 PAPER
 1 EACH, 105 L GAS
 CYLINDER, .080 BRAC
 FLORIDA SPECIFIC
 SOFTWARE
 TWO YEAR WARRANTY

ATTENTIO
 NVENDOR!!!!!!!!!!!!
 !!!!!
 THEREARE 6 DIFFERENT
 SHIPPING LOCATIONS

 THISORDER MUST BE
 DELIVERED, INSTALLED,
 AND INVOICED BEFORE
 JUNE 24, 2005. FAILURE TO
 DO THIS COULD RESULT IN
 NON-PAYMENT.

Order 1
 103472

Ship To:
 FDLE Jacksonville
 Regional Operations
 Center
 Bldg E
 921 N Davis St
 Jacksonville, FL 32209
 United States

Deliver To:
 MATTHEW E.
 MALHIOT/PHONE: 904-
 360-7192

Contract ID:
 Ship To Code: U1A0rx5n2.q
 Requester Phone:
 Master Agreement:
 Buyer Code:



PO Start Date:
 PO End Date:
 Additional Item Info:

Item	Part Number	Unit	Qty	Description	Need By	Unit Price	Extended Amount
2		Each	12	INTOXILYZER 8000, WITH BADGE READER, MODEM, AND INTERNAL PRINTER. EACH INTOXILYZER 8000 PACKAGE INCLUDES THE	none	\$5,975.00000USD	\$71,700.00000USD

FOLLOWING:
 1 EACH, GAS DELIVERY
 SYSTEM
 1 BOX MOUTHPIECES
 (100/BOX)
 3 ROLLS THERMAL PRINTER
 PAPER
 1 EACH, 105 L GAS
 CYLINDER, .080 BRAC
 FLORIDA SPECIFIC
 SOFTWARE
 TWO YEAR WARRANTY

Ship To:
 FDLE Pensacola
 Regional Operations
 Center
 1800 St. Mary Street
 Pensacola, FL 32501
 United States

Deliver To:
 STEPHEN N.
 NEFF/PHONE: 850/595-
 2100

Contract ID:
 Ship To Code: U1A0rwufp.q
 Requester Phone:
 Master Agreement:
 Buyer Code:

[null]

PO Start Date:
 PO End Date:
 Additional Item Info:

Item	Part Number	Unit	Qty	Description	Need By	Unit Price	Extended Amount
3		Each	14	INTOXILYZER 8000, WITH BADGE READER, MODEM, AND INTERNAL PRINTER. EACH INTOXILYZER 8000 PACKAGE INCLUDES THE FOLLOWING: 1 EACH, GAS DELIVERY SYSTEM 1 BOX MOUTHPIECES (100/BOX) 3 ROLLS THERMAL PRINTER PAPER 1 EACH, 105 L GAS CYLINDER, .080 BRAC FLORIDA SPECIFIC SOFTWARE TWO YEAR WARRANTY	none	\$5,975.00000USD	\$83,650.00000USD

Ship To:

#3
FDLE Melbourne Field
Office
#401
700 S Babcock St
Melbourne, FL 32901
United States

Deliver To:
DWITE N.
HACKNEY/PHONE:
321-984-4880

Contract ID:
Ship To Code: U0A0rxkl9.q
Requester Phone:
Master Agreement:
Buyer Code:

null

PO Start Date:
PO End Date:
Additional Item Info:

Item	Part Number	Unit	Qty	Description	Need By	Unit Price	Extended Amount
4		Each	6	INTOXILYZER 8000, WITH BADGE READER, MODEM, AND INTERNAL PRINTER. EACH INTOXILYZER 8000 PACKAGE INCLUDES THE FOLLOWING: 1 EACH, GAS DELIVERY SYSTEM 1 BOX MOUTHPIECES (100/BOX) 3 ROLLS THERMAL PRINTER PAPER 1 EACH, 105 L GAS CYLINDER, .080 BRAC FLORIDA SPECIFIC SOFTWARE TWO YEAR WARRANTY	none	\$5,975.00000USD	\$35,850.00000USD

#4
Ship To:
FDLE Melbourne Field
Office
#401
700 S Babcock St
Melbourne, FL 32901
United States

Deliver To:
ROGER G.
SKIPPER/PHONE:
321/984-4880

Contract ID:
Ship To Code: U0A0rxkl9.q
Requester Phone:

Master Agreement:
Buyer Code:

☐ null

PO Start Date:
PO End Date:
Additional Item Info:

Item	Part Number	Unit	Qty	Description	Need By	Unit Price	Extended Amount
5		Each	8	INTOXILYZER 8000, WITH BADGE READER, MODEM, AND INTERNAL PRINTER. EACH INTOXILYZER 8000 PACKAGE INCLUDES THE FOLLOWING: 1 EACH, GAS DELIVERY SYSTEM 1 BOX MOUTHPIECES (100/BOX) 3 ROLLS THERMAL PRINTER PAPER 1 EACH, 105 L GAS CYLINDER, .080 BRAC FLORIDA SPECIFIC SOFTWARE TWO YEAR WARRANTY	none	\$5,975.00000USD	\$47,800.00000USD

103476

Ship To:
FDLE Tampa Regional
Crime Lab
4211-A Lois Ave
Tampa, FL 33614
United States

Deliver To:
DONALD P.
SUERETH/PHONE:
813/878-7232

Contract ID:
Ship To Code: U0A0rxrw2.q
Requester Phone:
Master Agreement:
Buyer Code:

☐ null

PO Start Date:
PO End Date:
Additional Item Info:

Item	Part Number	Unit	Qty	Description	Need By	Unit Price	Extended Amount
6		Each	6	INTOXILYZER 8000, WITH	none	\$5,975.00000USD	\$35,850.00000USD

			BADGE READER, MODEM, AND INTERNAL PRINTER. EACH INTOXILYZER 8000 PACKAGE INCLUDES THE FOLLOWING: 1 EACH, GAS DELIVERY SYSTEM 1 BOX MOUTHPIECES (100/BOX) 3 ROLLS THERMAL PRINTER PAPER 1 EACH, 105 L GAS CYLINDER, .080 BRAC FLORIDA SPECIFIC SOFTWARE TWO YEAR WARRANTY			703477	
#10	Ship To: FDLE Ft. Myers Regional Operations Center STE 1 4700 Terminal Dr Ft. Myers, FL 33907 United States						
	Deliver To: GEORGE L. VENTURI/PHONE: 239/278-7080 EXT. 170						
Contract ID: Ship To Code: U0A0rxbzo.q Requester Phone: Master Agreement: Buyer Code: <input type="checkbox"/>							
PO Start Date: PO End Date: Additional Item Info:							
						Total	\$346,550.00000USD

Status: Ordering

Approvals
No Approval Requests

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.

"MACHINE-READABLE SOFTWARE" - Any software which is intended to be read only by hardware.

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

"INSTALLATION" - A single Central Processing Unit or central node at the Licensee's single Registered Business Premises, where the Licensed Software resides.

"MAINTENANCE" - Shipment of Revisions of the Original Software (which may include changes, corrections, fixes or additions) to the Registered Licensee, and Application Support provided for the current and following Licensed Software Releases in use at Licensee's single Registered Business Premises.

2. LICENSE

If Licensee ensures that Licensed Software reproduces and includes all Original Software copyright notices and legends, for Licensed Software marked:

a) "Unrestricted", Licensee may copy and transfer the Licensed Software without limitation.

b) "Original Restricted", Licensee may copy and transfer Composite, Derivative, and Machine-readable Software without limitation ; Original Software may not be copied or transferred in any way.

c) "Transfer Restricted", Licensee may make copies of Original, Composite, Derivative, and Machine-readable Software, but may not transfer it outside the Registered Business Premises; however, Machine-readable Software may be transferred without limitation.

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.



318 E. 9th St.
Owensboro, KY 42303
1-866-835-0690
Fax: 270-885-8678
www.alcoholtest.com

September 25, 2007

CMI Customer Communication

Greetings! My name is Toby Hall, President of CMI, Inc. I was appointed president in April of this year. As many of you know, I have been with CMI, Inc. for almost 17 years now. During that time, I have worked in design engineering, manufacturing, sales, and marketing. I have spent time providing training on instrumentation both at CMI and in many of your labs and training facilities. I have truly enjoyed what I have done over the past 17 years and look forward to putting my hands-on experience to good use in continuing to serve you.

I want to thank you for your continued patronage as customers of CMI and am always open to discuss your thoughts on both how we are performing as your supplier and how your needs are changing. CMI strives to meet your needs, allowing you to focus on running your respective programs.

CMI's products are used world-wide in law enforcement and employment related applications and have been approved for use by many internationally recognized bodies (NHTSA, OIML, Home Office (UK), etc.). These products have proven themselves in forensic laboratories and in the field time and time again. A new challenge has arisen, however, that isn't challenging the product's performance per se (because everyone knows that the way to test an instrument's performance is independently with known, traceable standards), but rather the access to intellectual property associated with the breath testing instruments and owned by CMI. Access to this intellectual property is purported to (1) give the viewer insight into the inner workings of the instruments and (2) to allow the viewer to determine whether the instruments are working properly and accurately.

The first reason given above - insight into the inner workings of breath testing instruments - is true and why indeed the intellectual property, i.e., the source code in particular, is very valuable to CMI. Our competitors, both existing and potential (e.g. in developing countries) would gain a significant economic advantage by learning how CMI is able to be so flexible in serving multiple customers while providing quality instruments. The second reason given above - determining whether instruments are working properly and accurately - is, as I have previously stated, not determined by an examination of the source code associated with that instrument. Still, the denial of access to CMI's intellectual property has placed a strain on our customers' resources in supporting their

INTOXILYZER® ...so you can breathe easier



programs. Therefore, I am taking actions in support of your programs to allow controlled viewing of our source code.

Over the coming weeks, I intend to provide a means for the review of our most valued intellectual property in a way that will protect our property and interests and provide relief to you, our highly valued customers.

As more information becomes available regarding this matter, I will be back in touch.

Again, I want to thank you all for your continued support of CMI, Inc. With this change in policy, I believe we have taken a positive step in supporting you and your changing needs.

Thank you,

A handwritten signature in black ink, appearing to read "Toby S. Hall". The signature is stylized with a large "T" and "H".

Toby S. Hall
President
CMI, Inc.

Please find attached, a statement regarding CMI's modified position on the viewing of our intellectual property (source code).

**Statement of Corporate Policy Concerning Intellectual Property
Associated with INTOXILYZER® Brand of Breath Alcohol Instruments**

All rights in software, including both source code and object code, used in association with the INTOXILYZER® brand of breath alcohol instruments are considered confidential, proprietary or a trade secret owned by CMI, Inc. Disclosure of the software would cause irreparable harm to CMI, Inc.

Despite the utmost importance of maintaining its software in strict confidence, CMI, Inc. firmly believes that supporting law enforcements' efforts to maintain safe roads and highways for each of its citizens and guests is equally important.

Therefore, CMI, Inc. is adopting a revised corporate policy wherein CMI, Inc. will work with interested parties to provide controlled viewing of its software when ordered by a court of competent jurisdiction. Each interested party, having executed an agreed upon Non-Disclosure Agreement and under Protective Orders provided by CMI, Inc. and issued by the court, will be provided an opportunity to view the software under certain terms designed to protect CMI, Inc.'s rights. A Protective Order and Non-Disclosure Agreement will be provided by CMI, Inc. upon written request made to the attention of the President. The extent of charges will be determined and agreed upon at the time of execution of the Non-Disclosure Agreement.

In this manner, CMI, Inc. can control and protect its valuable intellectual property rights while the issue of CMI, Inc.'s software can be removed as an impediment to law enforcements' abilities to prosecute and convict drivers accused of operating a motor vehicle while under the influence of alcohol. It is the goal of CMI, Inc. that this revised policy coupled with law enforcement's on-going use of the INTOXILYZER® brand of breath alcohol instruments will continue to lower the incidence of drunk drivers on roads and highways.

Further information can be obtained by contacting CMI, Inc.'s president, Toby Hall at the address below.

US Mail:

Toby S. Hall
President, CMI, Inc.
316 East 9th Street
Owensboro, KY 42303



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

CMI – PROCEDURE FOR CONTROLLED VIEWING OF THE SOURCE CODE

Send to CMI, Inc. the following:

- Written request for the Source Code from the defense attorney on the requesting party's official business letterhead.
- An Order of Disclosure from a court of competent jurisdiction.
- A Protective Order (acceptable to CMI – see attached protective order) signed by the court.
- A Non-Disclosure Agreement (acceptable to CMI), as expressly referenced and incorporated into the Protective Order, signed by the attorney for the requesting party, hereinafter, referred to as the Recipient of Record, or,
- A signed Non-Disclosure Agreement (acceptable to CMI) for each Expert hereinafter, referred to as the Recipient of Record if the defense attorney chooses not to sign the Non-Disclosure Agreement.
- A signed Non-Disclosure Agreement (acceptable to CMI) for anyone requesting access or having access to the Source Code document.
- The Curriculum Vitae, professional credentials or résumés for all Non-Disclosure Agreement signatories.
- Contact CMI, Inc. for copies of the acceptable Protective Order and/or Non-Disclosure Agreement.

At this point in the process and within 10 days of receiving the aforementioned documents, CMI, Inc will notify the Recipient of Record (who initially requested the Source Code) of the processing/printing costs for the Source Code, payment procedures and an approximate shipping schedule for the controlled viewing of the Source Code.

- CMI, Inc. receives the appropriate Source Code processing/printing fee from the Recipient of Record.
- Source Code prepared.
- Source Code shipped (sealed and insured) to Recipient of Record.

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CMI – PROCEDURE FOR CONTROLLED VIEWING ... (Continued)

Note: The Recipient of Record will be responsible for CMI, Inc.'s property, (the Source Code), and notifying CMI, Inc. of changes in location and persons having possession of the Source Code.

The Recipient of Record must be the first signatory in the possession record of the Source Code.

- CMI, Inc. inquires about the Source Code status (location, possession, estimated return of Source Code and related materials) after 30 days from original shipment from CMI, Inc. to the Recipient of Record.
- CMI, Inc. inquires about the Source Code status (location, possession, estimated return of source code and related materials) every 30 days after the initial 30 day period previously referenced until 10 days after the termination of this action, excluding appeals.
- Case is terminated, excluding appeals.
- Recipient of Record returns Source Code and all copies, excerpts, summaries, notes, digests, abstracts, and indices relating to such documents directly to CMI, Inc. no later than 10 days after termination of this action, excluding appeals.
- CMI receives Source Code and other documents and examines Source Code for damage or violation of the Non-Disclosure Agreement.
- Case file examined to determine if further fees are required and/or Close and Seal case record.



Software Code of Ethics

The purpose of this code of ethics is to state MPD's policy concerning software duplication. All employees shall use software only in accordance with the license agreement. Any duplication of licensed software except for backup and archival purposes is a violation of the law. Any unauthorized duplication of copyrighted computer software violates the law and is contrary to MPD's standards of conduct.

The following points are to be followed in order to comply with software license agreements:

1. Employees will use all software in accordance with our license agreements.
2. Legitimate software will be provided to all employees who need it. No employee of the company will make any unauthorized copies of any software under any circumstances. Anyone found copying software other than for backup purposes is subject to disciplinary action.
3. MPD will not tolerate the use of any unauthorized copies of software at the company. Any person illegally reproducing software can be subject to civil and criminal penalties including fines and imprisonment. MPD does not condone illegal copying of software under any circumstances and anyone who makes, uses, or otherwise acquires unauthorized software shall be appropriately disciplined.
4. No employee shall give software to any outsiders (including clients, customers, or others).
5. Any employee who determines that there may be a misuse of software within the company shall notify their department manager or Human Resources.
6. All software used by the organization on company computers will be properly purchased through appropriate procedures.

This is a very serious matter that if not adhered to could result in a lawsuit filed against MPD, in which hundreds of thousands of dollars are potentially at stake.

I have read MPD's software code of ethics. I am fully aware of MPD's software policies and agree to abide by those policies.

Signed _____

Date _____



AN EMPLOYEE OWNED COMPANY

EMPLOYEE INNOVATION AND PROPRIETARY INFORMATION AGREEMENT

In consideration of my employment by MPD, Inc. and of the salary or wages paid to me, I agree:

- (a) to disclose and assign to the Company as its exclusive property, all inventions and technical or business innovations developed or conceived by me solely or jointly with others during the period of my employment, (1) that are along the lines of the business, work or investigations of the Company or its affiliates to which my employment relates or as to which I may receive information due to my employment, or (2) that result from or are suggested by any work which I may do for the Company or, (3) that are otherwise made through the use of Company time, facilities or materials;
- (b) to execute all necessary papers and otherwise provide proper assistance (at the Company's expense) during and subsequent to my employment, to enable the Company to obtain for itself or its nominees, patents, copyrights, or other legal protection for such inventions or innovations in any and all countries;
- (c) to make and maintain for the Company adequate and current written records of all such inventions or innovations;
- (d) upon termination of my employment to deliver to the Company promptly all items which belong to the Company or which by their nature are for the use of Company employees only, including, without limitation, all written and other materials which are of a secret* or confidential* nature relating to the business of the Company or its affiliates.
- (e) not to use, publish or otherwise disclose (except as my Company duties may require), either during or subsequent to my employment, any secret or confidential information or data of the Company or any information or data of others which the Company is obligated to maintain in confidence; and
- (f) not to disclose or utilize in my work with the Company any secret or confidential information of others (including any prior employers), or any inventions or innovations of my own which are not included within the scope of this agreement.

This agreement supersedes and replaces any existing agreement between the Company and me relating to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Company. Discharge of my undertakings in this agreement shall be an obligation of my executors, administrators, or other legal representatives or assigns.

I represent that, except as stated below, I have no agreements with or obligations to others in conflict with the foregoing.

* These terms are used in the ordinary sense and do not refer to official security classifications of the United States Government. Without limitation, examples of materials, information and data that may be of a secret or confidential nature are: drawings, manuals, notebooks, reports, models, inventions, formulas, processes, machines, compositions, computer programs, accounting methods, business plans and information systems including such materials, information and data that are in machine readable form.

Full Name (Print) _____

Social Security No. _____

Witness (The employee's immediate superior or other appropriate representative of the Company) _____

Employee's Signature (to include employee's first name in full) _____

Position _____

Date _____

The following are the only agreements to which I am a party, which may be in conflict with the obligations undertaken above:

CMI 0111