



STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT  
PURCHASING DIVISION

**AWARDED VENDOR**  
(0000042031)  
CMI, INC.  
316 E NINTH STREET  
OWENSBURG, KY 42301  
  
Telephone No. 502-685-6213

**PRICE AGREEMENT  
AMENDMENT**

PRICE AGREEMENT NUMBER: 70-000-00-03331  
PRICE AGREEMENT AMENDMENT NO.: TWO  
TERM: NOVEMBER 13, 2006 TO NOVEMBER 12, 2007

**SHIP TO:**  
All State of New Mexico Agencies, Commissions, Institutions,  
Political Sub-divisions and Local Public Bodies allowed by law.  
  
**INVOICE:**  
  
**AS REQUESTED**  
  
**CONTRACT ORDERS WILL INDICATE AGENCY CONTACT  
BRENDA RODRIGUEZ 505-827-0488**

Procurement Specialist: BRENDA CHACON  
Telephone No.: 505-827-0488

COMMODITY: BREATH ALCOHOL TEST INSTRUMENTS

THIS PRICE AGREEMENT AMENDMENT IS TO BE ATTACHED TO THE RESPECTIVE PRICE AGREEMENT AND BECOME A PART THERE OF.

**THIS AMENDMENT IS ISSUED TO REFLECT THE FOLLOWING EFFECTIVE**

**IN ACCORDANCE WITH CONTRACT PROVISIONS, AND BY MUTUAL AGREEMENT OF ALL PARTIES, THIS PRICE AGREEMENT IS EXTENDED FROM NOVEMBER 13, 2007 TO NOVEMBER 12, 2008 AT THE SAME PRICE, TERMS AND CONDITIONS.**

**EXCEPT AS MODIFIED BY THIS AMENDMENT, THE PROVISIONS OF THE PRICE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.**

ACCEPTED FOR THE STATE OF NEW MEXICO  
Brenda S. Chacon  
NEW MEXICO STATE PURCHASING AGENT

DATE: 10/24/07

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE 87505 / , PO BOX 26110, SANTA FE, NM 87502-0110 (505) 827-0472

AB



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PRICE AGREEMENT  
AMENDMENT

PRICE AGREEMENT NUMBER: 70-000-00-03331

PRICE AGREEMENT AMENDMENT NO.: ONE

TERM: NOVEMBER 13, 2006 TO NOVEMBER 12, 2007

SHIP TO:  
  
All State of New Mexico Agencies, Commissions, Institutions,  
Political Sub-divisions and Local Public Bodies allowed by law.  
  
INVOICE:  
  
**AS REQUESTED**  
  
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BRENDA RODRIGUEZ 505-827-0488

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**THIS AMENDMENT IS ISSUED TO REFLECT THE FOLLOWING EFFECTIVE**

**ITEM's 01 & 05 SHOULD BE A MEMO's**

**ALSO, ITEM's SHOULD INCLUDE COST PER UNIT**

**EXCEPT AS MODIFIED BY THIS AMENDMENT, THE PROVISIONS OF THE PRICE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.**

ACCEPTED FOR THE STATE OF NEW MEXICO  
  
NEW MEXICO STATE PURCHASING AGENT

DATE: 12/12/2006

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE 87505 / , PO BOX 26110, SANTA FE, NM 87502-0110 (505) 827-0472



STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT

PRICE AGREEMENT  
AWARD

AWARDED VENDOR  
(0000042031)  
CMI, INC.  
316 E NINTH STREET  
OWENSBURG, KY 42301  
  
Telephone No. 502-685-6213

PRICE AGREEMENT NUMBER: 70-000-00-03331

PAYMENT TERMS: NET

F.O.B.: DESTINATION

DELIVERY: AS REQUESTED

SHIP TO:  
All State of New Mexico Agencies, Commissions,  
Institutions, Political Sub-divisions and Local Public Bodies  
allowed by law.

INVOICE:

AS REQUESTED

Procurement Specialist: BRENDA RODRIGUEZ

Telephone No.: 505-827-0488

CONTRACT ORDERS WILL INDICATE AGENCY  
BRENDA RODRIGUEZ 505-827-0488

COMMODITY: BREATH ALCOHOL TEST INSTRUMENTS

TERM: NOVEMBER 13, 2006 THRU NOVEMBER 12, 2007

THIS CONTRACT IS MADE SUBJECT TO THE "TERMS AND CONDITIONS" SHOWN ON THE REVERSE SIDE OF THIS PAGE, AND AS INDICATED IN THIS CONTRACT.

THIS CONTRACT CONTAINS 6 SHEETS.

ACCEPTED FOR THE STATE OF NEW MEXICO

DATE: 11/08/06

\_\_\_\_\_  
NEW MEXICO STATE PURCHASING AGENT

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE, PO BOX 26110, SANTA FE, NM 87502-0110 (505) 827-0472

AB

STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT  
PURCHASING DIVISION

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. **Assignment:**
  - A. Neither the order, nor any interest therein, nor claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all State taxes.
10. **Packing, Shipping and Invoicing:**
  - A. The State's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket.
  - B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **Non-collusion:** In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
13. **Non-discrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev. 1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and of most current production, unless otherwise specified.
16. **Payment for purchases:** Except as otherwise agreed to: Late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.
17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this {Agreement} may be terminated by the contracting agency.
18. **Arbitration:** Any controversy or claim arising between the parties shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT  
PURCHASING DIVISION

STATEWIDE  
PRICE AGREEMENT

Page 2

**ARTICLE I - STATEMENT OF WORK**

Under the terms and conditions of this Price Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Sub--divisions and Local Public Bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The item and/or services to be ordered shall be as listed under **ARTICLE IX - Price Schedule**. All orders issued hereunder will bear both an order number and this Price Agreement number. **It is understood that no guarantee or warranty is made or implied, by either the New Mexico State Purchasing Agent or the user, that any order for any definite quantity will be issued under this Price Agreement.** The contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

**ARTICLE II - TERM**

The term of this Price Agreement for issuance of orders shall be as indicated in specifications

**ARTICLE III - SPECIFICATIONS**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under **ARTICLE IX - Price Schedule**. Orders issued against this schedule will show the applicable Price Agreement item(s), numbers(s), and price(s); however they may not describe the item(s) fully.

**ARTICLE IV - SHIPPING AND BILLING INSTRUCTIONS**

Contractor shall ship in accordance with the instructions of this form. **Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in ARTICLE II - TERM.** The contractor shall enclose a packing list with each shipment listing the order number, Price Agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

**ARTICLE V - TERMINATION**

This Price Agreement may be terminated by either signing party upon written notice to the other at least **thirty (30)** days in advance of the date of termination. Notice of Termination of the Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS.**

**ARTICLE VI- AMENDMENT**

This Price Agreement may be amended by mutual agreement of the NM State Purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS** issued prior to the effective date of the amendment as mutually agreed upon, and as published by the NM state Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in the bid and contract documents.

**ARTICLE VII - ISSUANCE OR ORDERS**

**Only written signed orders are valid under this Price Agreement.** Form SPD-001A is the approved form for state agencies issuing Contract Orders under this Price Agreement. Other authorized government entities may utilize form SPD-001A or forms adapted by them for their own use.

**ARTICLE VIII - PACKING (IF APPLICABLE)**

Packing shall be in conformance with standard commercial practices.

**ARTICLE IX - PRICE SCHEDULE**

Prices as listed in the Price Schedule hereto attached, **ARE FIRM.**

STATE OF NEW MEXICO  
 GENERAL SERVICES DEPARTMENT  
 PURCHASING DIVISION  
 CONTRACT #70-000-00-03292

ITEM * APPROX* UNIT *	ARTICLE AND DESCRIPTION	* UNIT PRICE
* QTY *		*

TO ESTABLISH A STATEWIDE PRICE AGREEMENT FOR BREATHING ALCOHOL TEST INSTRUMENTS.

THE TERM OF THIS AGREEMENT SHALL BE FOR ONE (1) YEAR FROM DATE OF AWARD WITH THE OPTION TO EXTEND FOR A PERIOD (S) OF THREE (3) ADDITIONAL YEARS, ON A YEAR-BY-YEAR BASIS, BY MUTUAL AGREEMENT OF ALL PARTIES AND APPROVAL OF THE NEW MEXICO STATE PURCHASING DIRECTOR AT THE SAME PRICE, TERMS AND CONDITIONS. THIS AGREEMENT SHALL NOT EXCEED FOUR (4) YEARS.

REQUEST FOR SOLE SOURCE AWARD FOR STATEWIDE PRICE AGREEMENT FOR BREATH ALCOHOL TO BE USED BY LAW ENFORCEMENT AGENCIES STATEWIDE.

ALL INSTRUMENTS MUST BE SENT TO STATE OF NM, SCIENTIFIC LAB DIVISION FOR INITIAL EVALUATION AND RETURN FORM PRIOR TO BEING SENT TO CMI. ALL NEW AND REPAIRED INSTRUMENTS WILL BE SENT TO THE SCIENTIFIC LAB DIVISION.

PREPAY FREIGHT AND ADD TO INVOICE AS A SEPARATE ITEM.

01	1 EACH	Item 0001 Intoxilyzer 8000 NM Pkg. (002480NM) includes IR8000 w/mag. card swipe and 2D reader, 12V battery Ready, battery module, dry gas delivery system, gas cyl., 3 rls papers, 100 mouthpieces, Software, 2 year factory Warranty	\$ 7, 325.00
02	1 EACH	Intoxilyzer 8000 NM Pkg (002480NM) IR8000 Pkg. same as above minus battery module \$7125.00 each	\$ 7, 125.00
03	1 EACH	Optional extended warrenty purchased with new Instruments \$500 per year for years 3, 4, and 5. \$750 per Year 6 \$850 per year for year 7	\$ 500.00
04	1 EACH	Service Rates for IR8000 instruments not under Warranty. Parts - list price less 0% Labor-\$38.25 per Half hour. Handling fee-\$15 per instrument per repair Plus shipping charges	\$ 0

\*\*4 ITEMS TOTAL \*\*

# Quotation

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

**TO:**

Andrew Parkes, Purchasing Supervisor  
 State of New Mexico  
 Scientific Laboratory Division  
 P.O. Box 4700  
 Albuquerque, NM 87196  
 505-841-2514  
 505-841-2589 (Fax)

**INQUIRY NO.** \_\_\_\_\_

**DATE** October 25, 2006

**TERMS** Net 30 Days

**DELIVERY** ~45 Days ARO

**PRICES QUOTED ARE F.O.B.:**  
Destination

Price Quotation valid for 60 Days.

**WE ARE PLEASED TO QUOTE ON YOUR INQUIRY AS FOLLOWS:**

QTY	DESCRIPTION	PRICE	AMT
Each	Intoxilyzer 8000 New Mexico Package (002480NM) Package to include: <ul style="list-style-type: none"> <li>• 8000 w/ magnetic card swipe &amp; 2D bar code reader</li> <li>• 12V battery ready (p/n 021493)</li> <li>• Battery module (p/n 021483)</li> <li>• Dry gas delivery system (p/n 011148)</li> <li>• Scotty gas cylinder (p/n 340129)</li> <li>• Thermal paper (3 rolls) (p/n 015088)</li> <li>• Disposable mouthpieces (100) (p/n 015007)</li> <li>• Software (p/n 03812113)</li> <li>• Software (p/n 02136107)</li> <li>• Software (p/n 02136214)</li> <li>• Two year limited factory warranty</li> </ul>	\$ 7,325.00	
Each	Intoxilyzer 8000 New Mexico Package (002480NM) Package to include all items above minus Battery Module.  Note: Price quotation is valid for 60 Days. Pricing does not include applicable state and local taxes.	\$ 7,125.00	

**QUOTED BY: Jim Gudehus, Western Technical Sales Manager**  
**(866) 714-5601**

# Quotation

## Terms and Conditions:

- 1) The proposed pricing agreement will be for a term of one year from the date of award.
- 2) All New Mexico government agencies may purchase Intoxilyzer 8000 at the quoted prices.
- 3) Pricing for the Intoxilyzer 8000 is F.O.B. Destination. Pricing for all parts, accessories, and operating supplies is FOB Owensboro, KY.
- 4) Pricing does not include any applicable state and local taxes.
- 5) A two-year limited factory warranty is provided with all new Intoxilyzer 8000 instruments. Customer is responsible for the cost of shipping instruments to CMI, Inc. for warranty repair services. CMI, Inc. will pay the cost of returning warranty repaired instruments to the customer.
- 6) Customers may purchase an Annual Extended Warranty for up to a total of five (5) additional years if purchased with a new instrument. Pricing for the Annual Extended Warranty is:
  - \$ 500.00 per year for years 3, 4, and 5
  - \$ 750.00 per year for year 6
  - \$ 850.00 per year for year 7
- 7) For instruments not under warranty, repair services are available at the following rates:
  - \$ 76.50 per hour, \$ 38.25 per half hour
  - Instrument calibration-only services are available at \$ 85.00 per instrument
  - Instrument tear-down service fee of \$ 150.00 will be invoiced when the customer chooses not to proceed with required repair services.
  - Any instrument received that contains a compressed gas tank will be invoiced a hazardous substance handling fee.
  - Customer is responsible for the cost of shipping instruments to and from CMI, Inc plus a \$ 15.00 handling fee.
- 8) All instruments needing repair must be forwarded to Scientific Laboratory Division for initial evaluation and a completed return material authorization (RMA) form prior to being sent to CMI, Inc. for instrument evaluation, servicing or repair. All new and repaired instruments will be shipped from CMI, Inc. to New Mexico Scientific Laboratory Division, 700 Camino de Salud NE, Albuquerque, NM 87106, (505) 841-2586.

**QUOTED BY: Jim Gudehus, Western Technical Sales Manager  
(866) 714-5601**