

Florida Department of Law Enforcement

James T. "Tim" Moore Commissioner Criminal Justice Professionalism Program Alcohol Testing Program P.O. Box 1489 Tallahassee, Florida 32302 (850) 410-8304 (850) 488-1760 Fax http://www.fdle.state.fl.us

March 18, 2002

Mr. Russ Arrend
Institute of Police Technology and Management
University of North Florida
12000 Alumni Drive
Jacksonville, Florida 32224

SUBJECT: Technical Advisory Committee on DUI Enforcement and Prosecution

Subcommittee on Breath Test Instrumentation

Dear Mr. Arend:

Enclosed is the information concerning the recommendation of the Technical Advisory Committee on DUI Enforcement and Prosecution, Subcommittee on Breath Test Instrumentation, for a new breath test instrument for approval for use in the state of Florida.

A meeting was held on January 29 and 30, 2002, to review the results of field testing and to recommend a breath test instrument to undergo the approval process. This meeting was a follow up to a meeting held in July 2001, where subcommittee members had an opportunity to receive basic information, view the instruments, and ask questions of instrument representatives.

As a result of the above process, the subcommittee has unanimously recommended the CMI Intoxilyzer 8000 for approval by the Florida Department of Law Enforcement.

If you have any questions regarding the above information, please feel free to contact me at (850) 410-7814.

Sincerely,

James T. Moore

Commissioner

Laura D. Barfield

Chairman

Subcommittee on Breath Test Instrumentation

LDB

Enclosures

Committed to Service - Integrity - Respect - Quality

#### IPTM Technical Advisory Committee Report of the Subcommittee on Breath Test Instrumentation Maitland, Florida

Subcommittee Members Present

Laura Barfield Florida Department of Law Enforcement (Chairman)

Rafael Madrigal Florida Department of Law Enforcement

Jay Zager Broward County Sheriff's Office
Roger Doherty Florida Department of Transportation
Don Hartery Office of the State Attorney-12<sup>th</sup> Circuit

Bob Sondel Institute of Police Technology and Management Lisa Hunter-Sellers Florida Highway Patrol (for Ron Castleberry)

Jimmy Branch Jacksonville Sheriff's Office

Ira Karmelin Office of the State Attorney-15<sup>th</sup> Circuit

Tuesday, January 29, 2002

<u>Time</u>: 1:00 p.m. until 5:00 p.m.

Topic of Discussion: Recommendation of a breath test instrument for Approval

Evaluation for use in the state of Florida.

Presentation of Field Testing Data: Roger Skipper presented field testing data obtained from five different evidentiary breath test instruments including: the Datamaster CDM, the Drager 7110 Mark IIIC, the Intoxilyzer 8000, the Drager 7410 EPAS, and the Intoximeter Alcosensor IV-XL @ POA. A copy of the PowerPoint presentation and the Field Test Report is included with this report. Performance issues included portability, computer networking of data, use in marine environments, interferent detection, and practical usage at two DUI checkpoints in Brevard and Orange counties.

There was a general discussion on software and remote accessibility before the presentation. All instruments had this capability. This discussion was started based on questions from the subcommittee members.

The presentation included question and answer periods for each performance issue addressed.

Following the presentation, all members of the subcommittee participated in a discussion with extensive question and answer sessions. Questions included: fuel cell recovery time and if the entire test (including control tests) could be performed within 15 minutes as required by the rule. Fuel cell recovery time at higher alcohol concentrations was a problem during the field testing. The effect of humidity on some instruments during the DUI Checkpoint

field tests and the instrument locking up was of particular concern. Dual technology capability (fuel cell and infrared) was a concern and deemed undesirable by consensus.

Recommendation of the Subcommittee: A motion was made to recommend the CMI Intoxilyzer 8000 as the most reliable, practical, and best performer for use in Florida. The motion was seconded and the subcommittee voted unanimously to recommend the CMI Intoxilyzer 8000 for approval evaluation as prescribed in Chapter 11D-8, FAC.

#### Wednesday, January 30, 2002

Time:

9:00 a.m. until 11:00 a.m.

Topic of Discussion: Anticipating approval of the CMI Intoxilyzer 8000, the subcommittee discussed rule requirements and implementation procedures for a new instrument. This was a roundtable session to share general ideas and concerns on how to effectively and efficiently obtain scientifically reliable and legally admissible breath test results.

#### Recommendations from the Subcommittee:

- ✓ Continue to perform monthly agency inspections of the new instrument using dry gas only at three different levels (0.05, 0.08, and 0.20 g/210L).
- ✓ Continue to inspect the Intoxilyzer 5000 in the current manner, using the same procedures and forms for department inspections, agency inspections and evidentiary breath tests.
- ✓ Discontinue approval of alcohol reference solution. There is sufficient data that has been collected to show that the solutions are of the correct concentration and do not need an approval analyses before distribution. The solutions should remain to be certified by the manufacturer and only certified solutions should be distributed after the Alcohol Testing Program reviews the data regarding the certification of a lot. Complete a "Form 32" showing that the data was reviewed, the solutions are certified and that they are approved for use in Florida.
- ✓ Use the certified concentration from the manufacturer of dry gas. Review data from the manufacturer and complete a "Form 32" stating that the data has been reviewed by FDLE/ATP, the dry gas lot has been certified, and the lot is approved for use in Florida.
- ✓ Performing hands-on inspections of the new instrument by the Regional Alcohol Breath Test Inspector (FDLE). A question arose that was not answered during the discussion: Should this "hands-on" FDLE inspection be the same procedural steps that are taken by the agency inspector during an agency inspection?

✓ Address concerns regarding the remote access feature of the new instrument and the Regional Alcohol Breath Test Inspector's ability to remotely access a breath test instrument to check its operation and calibration.

### Florida Department of La Enforcement

Alcohol Testing Program

### Florida Department of Lar Enforcement

Field Testing of Evidential **Breath Test Instruments** 

### Instruments Tested

- CMI Intoxilyzer 8000
- Drager Alcotest 7110 Mark III C
- Drager Alcotest 7410 EPAS
- Intoximeter Alcosensor IV-XL
- National Patent Datamaster .cdm

Order of listing does not imply a ranking of any kind.

#### **Fechnology**

- 7110 Infrared and fuel cell
- 8000 Infrared only
- 7410 Fuel cell only
- IV-XL Fuel cell only

# Alco Sensor IV-XI (@POA

- System weight: approx 10 lbs.
- Operating Temp: 0 104 degrees F
- Range: .000 .400 g/210 L
- Network compliant
- Operates on 120 VAC, 12 VDC, or internal batteries

# Drager Alcotest 7110 MK

System weight: 16.5 lbs

• Operating Temp: 32-104 degrees F

Range: .000 - .450 g/210L

Network compliant

Operates on 120 VAC or 12 VDC

## CMI Intoxilyzer 8000

System weight: 17 lbs

Operating Temp: 32 - 104 degrees F

Range: .000 - .600 g/210L

Network compliant

 Operates on 120 VAC or 12 VDC, or external battery

### Drager 7410 EPAS

System weight: 14 lbs

Operating Temp: 23 - 104 degrees F

Range: .000 - .400 g/210L

Network compliant

 Operates on 120 VAC, 12 VDC, or internal batteries

# National Patent Datamaster

System weight: 30 lbs.

Operating Temp: 65 - 78 degrees F

• Range: .000 - .600 g/210L

Network compliant

Operates on 120 VDC

## instrument Field Test

Portability

- Officer Safety/Ease of Use
  - Interferent Rejection

#### Portability

- Each instrument was tested for portability
- Each instrument was tested for ease of use and officer safety.
- Each instrument was tested for ergonomics

#### Portability

7110: Acceptable

8000: Acceptable

7410: Acceptable

Alco IV-XL: Acceptable

cdm: Not acceptable

## cdm. Portability Issues

- Weight: Heavy and bulky.
- Ergonomics: No carry handles
- Power: Requires 120 VAC. Must use inverter or generator in field use.
- Temp: Limited use range.
- Overall, instrument designed for use in a facility designed to overcome ambient conditions and power SSUGS

### .cdm Portability

No further testing was conducted on the .cdm.

## Officer Safety/Ease of Use

- number of steps required by officer Each instrument was tested on to complete a test sequence.
- to divided attention between subject Number of steps can directly relate and instrument.

### Manual Actions Reguir Complete One Test

7110: 7

● 7410: 15

**80000: 7** 

• W-XII: 20

Measured from pushing the first button to retrieving the printed result

## Officer Safety/Ease of Use

gas bottle to be physically connected 7410 and Alco VI-XL requires the dry and disconnected during each control test.

## Interferent Evaluation

- isopropanol, n-butanol, xylene, and an Each instrument tested for reaction to acetone, methanol, n-propanol, industrial "cocktail"
- methanol, methylene chloride, toluene, "Cocktail" consisted of a mixture of and acetone.
- "Cocktail" used to simulate an individual exposed in an industrial environment

#### .03 Acetone

7110: .000 but not flagged

• 8000: .000 and flagged

ALCO IV: .000 But not flagged

7410: .00 but not flagged

## .08 ETHOL with .03 acetone

- .08 ETHOL was ran first to establish baseline.
- Next, .03 ml of acetone stock was added to see if detected and compensated for.

### Test Results

- 7110 did not add or flag the acetone
- 8000 did not add and flagged
- Alco VI did not add or flag the acetone
- 7410 did not add or flag the acetone

## 10 N-Propanol (LD-50)

7110: Interferent

▶ 8000: .025 average and not flagged

AICON: VOID

7410: .04 average and not flagged

### .04 N-propanol

- 7110: IR .024 average EC .031 average and not flagged
  - 8000: Interferent
- Alco VI: .031 average and not flagged
- 7410: .03 average and not flagged

## 24 Isopropanol (LD-50)

7110: Interferent

8000: Interferent

Alco IV: .110 average and not flagged

7410: .11 average and not flagged

### 10 Isopropanol

7110: Interferent

■ 8000: Interferent

Alco IV: .047 average and not flagged

7410: .03 average and not flagged

## .04 Methanol (LD-50)

7110: Interferent

8000: Interferent

• AICO IV: VOID

7410: .03 average but not flagged

### .02 Methanol

7110: Interferent

**8000:** .000

• AICO IV: VOID

7410: .01 average but not flagged

#### Xylene

- 7110: mouth alcohol
- 8000: flagged and locked
- Alco IV: would not take sample
- 7410: would not take sample

#### Cocktail

7110: Interferent

● 8000: :000/:000

Alco IV: .000/VOID

7410: .06 average and did not flag

#### N-Butanol

7110: mouth alcohol

• 8000: mouth alcohol

• Alco IV: did not read sample

7410: did not read sample

### RADAR/LIDAR

 RADAR and LIDAR did not appear to affect the instruments.

## Field Use Comments

- Used in Brevard and Orange County Roadblocks
- Volunteer subject tests
- Officer use
- Ambient condition effects

# Florida Department of Law Enforcemen

This concludes this presentation.

Questions?



Florida Department of Law Enforcement Alcohol Testing Program

700 South Babcock Street Suite 401 Melbourne, FL 32901 (407) 984-4880 Fax (407) 984-4889

James T. "Tim" Moore Commissioner

March 13, 2002

# MEMORANDUM

TO:

Laura Barfield, Chairman

Technical Advisory Committee on DUI Enforcement and Prosecution

Subcommittee on Breath Test Instrumentation

FROM:

Roger Skipper

Regional Alcohol Breath Test Inspector

**FDLE Alcohol Testing Program** 

SUBJECT: Field Testing of Evidential Breath Test Instruments

During the period of September 2001 through January 2002 field tests on five evidential breath test instruments were conducted for the Technical Advisory Committee on DUI Enforcement and Prosecution. The five instruments were the Intoxilyzer 8000 (CMI, Inc.), Alcotest 7110 MK III C (Drager Safety, Inc.), Alcotest 7410 EPAS (Drager Safety, Inc.), Alco Sensor IV-XL P.O.A. (Intoximeter, Inc.), and DataMaster cdm (National Patent, Inc.).

The criteria used for the basis of the field testing are contained in the Instrument Field Testing Procedures, which is attached.

The instruments were tested in the workshop located at the Melbourne Field Office and at two D.U.I. checkpoints, one in Brevard County and one in Orange County.

Attached you will find the results of the field testing process. This document will summarize each item of the criteria used as the basis for testing, and documents the information presented to the subcommittee on January 30, 2002.

RGS/rgs

3 Atchmts: Testing Procedure; Testing Results: Test Data Sheet

# INSTRUMENT FIELD TESTING PROCEDURES FLORIDA DEPARTMENT OF LAW ENFORCEMENT ALCOHOL TESTING PROGRAM

The following criteria will be used to determine the suitability of an instrument for use in the State of Florida, and to recommend the instrument for formal approval evaluation. This criteria is based on the requirements of existing Florida law, the needs of local law enforcement agencies, and available technology.

- 1. Portability. The instrument must be portable and capable of operating on land and on water. The selected instrument must possess the following traits:
- a. Weight. Light in weight enough to be easily transferred from vehicle to vehicle, across vessel docks, and from fixed facilities to mobile facilities. Light in weight enough to be easily removed from vehicle trunks and other storage areas.
- b. Power. Uses power from a variety of sources such as 110 VAC, 12 VDC, and internal/external battery.
- c. Ruggedness. Not easily damaged from bumps and shocks normally encountered in a mobile environment. Moisture proof or moisture resistant.
- 2. Accuracy and Precision. Must conform to current Federal standards and appear on the most recent U. S. Department of Transportation Conforming Products List of Evidential Breath Measurement Devices. Accuracy must be better than 0.005 g/210L or 5%, whichever is greater, and precision must be better than 0.0042 or less.
- 3. Ease of Use. Efficient, practical and convenient use in a mobile environment without compromising officer/operator safety.
  - a. Display should be easily read in a variety of lighting environments.
- b. The operation prompts should be clear and easily understood.
- c. Recycle time between samples and tests should be as short as possible. The sampling time for the current instrument for an evidential test is approximately 4.5 minutes, calculated from pushing the *Start Test* button to the print card being ejected.
- 4. Communications and Software. The ability to store, transmit, and receive test data to/from a remote computer by modern, internet, or both. The ability to record, store and print demographic and historical data. The ability for certain portions of the software, such as demographics; to be edited by authorized persons (highly desirable but not required).

Attachment 1.1

- 5. Control Test. The ability to conduct control tests with either a wet bath simulator or dry gas. The ability to insert control tests in the subject test protocol. The ability for authorized persons to choose the number of control tests for calibration check purposes (highly desirable but not required).
- 6. Strip or barcode compliant. The ability, through software and hardware, to read magnetic strip or single/double/triple level bar code data from driver licenses and identification/user cards.
- 7. Environmental Operating Conditions. The ability to operate in a broad ambient temperature and humidity conditions. The greatest possible temperature and humidity operating ranges are preferable.
- 8. Interfering Substances. The ability to detect and flag substances other than ethanol, and prohibit subsequent sampling after such detection. Must not give a perceived alcohol (ethanol) result when subjected to interfering substances.
- 9. Radio Frequency Interference Detection. The ability to detect and cancel tests when radio interference is present, OR, must not be affected by radio interference.

Attachment 1.2

# RESULTS OF INSTRUMENT FIELD TESTING

ABSTRACT: Five evidential breath test instruments were evaluated from September 27, 2001 through January 28, 2002. One, the National Patent Systems Datamaster .cdm, was determined to be "not acceptable" after the portability tests due to its dependence on 120 VAC current and its excessive weight (26 pounds). It was not subjected to any further testing. Four other instruments, Drager Alcotest 7110 MKIIIC, CMI Intoxilyzer 8000, Intoximeter Alco Sensor IV POA, and Drager Alcotest 7410 EPAS, were tested using the criteria stated in the Instrument Field Testing Procedures.

- 1. Portability. All instruments, with the exception of the Datamaster .cdm, are portable. The remaining four are less than 17 pounds, use standard 120 VAC current, 12 VDC current, and/or battery power. All are enclosed in pelican type cases or have hardened cases.
- 2. Accuracy and Precision: All meet or exceed the standard of accuracy and precision as defined in the procedures. The Drager 7110, because of it's dual technology sampling system, allows a 0.008 g/210L difference between the infrared analysis and fuel cell analysis before invalidating the test, but reports only the lowest reading of the two.
- 3. Ease of Use. The Drager 7110 and the Intoxilyzer 8000 requires seven individual steps to complete a breath test sequence as defined in Rule 11D-8, F.A.C. The Drager 7410 requires fifteen steps, and the Intoximeter POA requires 20 steps. The steps are counted from the input of data to the removal of the printed results. The Drager 7410 and Intoximeter POA require additional steps due to having to connect and disconnect mouthpleces and control test gas cylinders, not required for the first two.

The display on the Intoxilyzer 8000 is clear and easy to read from several angles and in low light. The display on the Drager 7110 is clear when viewed directly. It tends to "washout" when viewed at an angle. The display on the handheld components of the Drager 7410 and Intoximeter POA are clear when viewed from several angles, but the display on the computer components of these two instruments "washout" when viewed at an angle, and when viewed in low light/glare conditions.

The Drager 7410 and Intoximeter POA use a small stylus to assist in inputting data. The Intoximeter has a small keyboard also. The Drager 7410 depends entirely on the stylus for data input. The stylus was easily misplaced, rendering the instrument unusable for data input until the stylus was recovered.

The recycle time between test sequences varied between the instruments, from a maximum of 16 minutes on the Drager 7410 to seven minutes on the Intoxilyzer 8000. The process for this test was the introduction of a 0.30 g/210L ethanol sample, then a 0.20 g/210L ethanol sample to cause a "no 0.020" agreement, and then a third sample consisting of another 0.30 g/210L ethanol sample.

Attachment 2.1

- 4. Communications and Software: All four instruments satisfied the communications and software criteria.
- Control Test. All four instruments support both wet bath and dry gas control tests. However, the Drager 7410 and Intoximeter POA required the simulator or dry gas cylinder to be attached and detached for each control test. This is an automatic function in the Drager 7110 and the Intoxilyzer 8000.
- 6. Strip or Barcode Compliant. All four instruments accept strip or barcode readers.
- 7. Environmental Operating Conditions. All four instruments operate in a temperature range of 30 to 104 degrees Fahrenheit and humidity levels from 95 to 100%. On December 7, 2001, the instruments were tested at a DUI Checkpoint in Palm Bay, Brevard County, Florida. Ambient temperature during the period was an average of 65 degrees Fahrenheit. Relative humidity was approximately 90% and condensing, with a light mist. The Drager 7110 and Intoximeter POA ceased to function after being exposed to these conditions after approximately two hours. Both had to taken inside and allowed to dry out. After drying, both worked properly. The Intoxilyzer 8000 and Drager 7410 functioned properly throughout the evening. No instrument seemed to be affected by exhaust fumes generated by vehicles passing through the checkpoint.
- 8. Interfering Substances. All four instruments reacted to interfering substances in slightly different ways. See Attachment #1 for details.
- 9. Radio Interference Detection. All instruments were radiated with kA band police radar, LIDAR (laser speed gun), and an 800mhz police radio. All performed satisfactorily.

General Comments. The instruments were tested at two DUI checkpoints, one in Brevard County (see para. 7) and one in Orange County in the City of Apoka on December 14, 2001. During these two checkpoints, police officers and civilian technicians were allowed to use the instruments in non-evidential testing and their comments were solicited. The majority of the officers preferred the Intoxilyzer 8000, with the Drager 7110 next, the Drager 7410 third, and the Intoximeter POA fourth. When asked why they preferred the Intoxilyzer 8000 to the other three, the most common response was short recycle time between tests on the instrument and ease of use.

Attachment 2.2

# **TEST DATA SHEET**

TEST	7110	8000	ALCO IV	7410**
.03 ACET	.000/.000 NF .000/.000 NF .000/.000 NF	.000/.000 .000/.000 .000/.000	.000/.000 NF .000/.000 NF .000/.000 NF	.00/.00 NF .00/.00 NF .00/.00 NF
.08 ETHOL	IR:.075/.078 EC:.076/.078	.080/.077	.075/.075	.07/.07
.08 ETHOL W/ .03 ACET	IR:.079/.078 NF EC:.078/.078 NF	.085/.084	.073/.075 NF	.07/.07 NF
.10 N-PROP	INF INF INF	.024/.025 NF .024/.025 NF .026/.026 NF	VOID VOID VOID	.04/.03 NF .04/.04 NF .04/.04 NF
.04 N-PROP	IR:.024/.024 NF EC:.031/.031 NF IR:.024/.024 NF EC:.032/.032 NF IR:.024/.024 NF EC:.030/.030 NF	INF INF INF	.032/.031 NF .032/.032 NF* .031/.031 NF*	.03/.03 NF .03/.03 NF .03/.03 NF
.24 ISOP	INF INF INF	INF INF INF	.112/.111 NF .112/.109 NF* .108/.110 NF*	.11/.11 NF .11/.11 NF .11/.11 NF
.10 ISOP	INF INF INF	INF INF INF	.048/.048 NF .047/.047 NF* .047/.046 NF*	.04/.04 NF .04/.04 NF .04/.04 NF
.04 METH	INF INF INF	INF INF	VOID VOID VOID	.04/.04 NF .04/.03 NF .03/.03 NF
.02 METH	INF INF	.000/.000 .000/.000 .000/.000	VOID VOID VOID	.02/.02 NF .02/.01 NF .01/.02 NF
XYLENE	MOUTH ALCO	INF	DNRS	DNRS

# Attachment 3.1

TUFF .000/.000 .000/VOID .07/.05 NF

N-BUTANOL MOUTH ALCO MOUTH ALCO DNRS DNRS

RFI NO EFFECT NO EFFECT NO EFFECT

### LEGEND:

\* = took from 10 to 23 minutes to reset for next series of tests

\*\* = instrument not set to read third didget

NF = not flagged as interferring substance

DNRS = did not read or recognize sample as breath. remained at sample request step.

TUFF = BIX® "Tuff-Job" brand industrial stripper mixture of methanol (67-56-1), toluene (108-88-3), methylene chloride (75-09-2), and acetone (67-64-1)

ACET = acetone

ETHOL = ethanol

ISOP = isopropanol

N-PROP = n-propanol

METH = methanol

Simulators were prepared with distilled water and proper amount of prepared stock solution for value. The n-butanol, xylene, and Tuff tests were conducted by placing a droplet of the substance in a dry, cold simulator.

Instruments were operated using the manufactuers' operator and/or technician's manuals.

Attachment 3.2

# Skipper, Roger

From:

Barfield, Laura

Sent:

Saturday, November 17, 2001 5:19 PM

To:

Skipper, Roger

Subject:

Dilutions for Various Solutions

Methanol Stock (10g/100mL): 126 mL methanol in 1000 mL volumetric flask Isopropanol Stock (10g/100mL): 127 mL isopropanol in 1000 mL volumetric flask n-Propanol Stock (10g/100mL): 124 mL n-propanol in 1000 mL volumetric flask n-Butanol (10g/100mL): 124 mL n-butanol in 1000 mL volumetric flask

Concentration(q/	100mL)Volumetric Flask	Volume Stock to add
0.10	500 mL	5 mL
0.08	500 mL	4 mL
0.06	500 mL	3 mL
0.04	500 mL	2 mL
0.02	500 mL	1 mL

The LD50 for methanol is 0.05 g/100mL. The LD50 for isopropanol is 0.25 g/100mL.

I will need to research n-propanol and n-butanol further. I can only find the LD50 for rats! Let me know if you have any questions on this...Laura

Laura D. Barfield Florida Department of Law Enforcement Alcohol Testing Program Program Manager P.O. Box 1489 Tallahassee, Florida 32302 (850) 410-8304

# 

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in ABABA(BA) 100 2 min WAIT



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DOES not print month ALCOHOL in TICKET.

Audible RFI AGRIT

010202 when :02 Meth introduced then BT, would not Accord sample & STAYED at "Please Brow". when Simulation Disconnected & Breath introduced them took sample.

CMI / B. TAYlor - called ACABAWABA (020)CA



WALT - 4445 USE of ALGO- IV IN OR ENFORCEMENT -
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REQUEROS MORE FORCEFUL BRENCH Somples with longer decorrect high # derature than others, could be a problem of no. 605

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# 7110

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# 7410

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## DEMO EQUIPMENT OUT TO FLORIDA DEPT. OF LAW ENFORCEMENT

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Mag Cards	13002	ž	<del></del>	Amber and Service Services	, + + 1 tanua 1
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Demo EPAS	DL13900	1 1	ARNB-0368	6/15/01	29466
Demo EPAS Printer	DL13902	1 4	ARHF-0057		**************************************
Demo EPAS Case	DL13901	1.4	DDRDE-1-0001	** * * * * * * * * * * * * * * * * * *	
Demo 7110	DL7110	11/	ARMM-0448	7/19/01	30040
Demo Keyboard	DL1013	1 1		7713741	20270
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Demo Sim. Temp, Probe	DL12025	آسن 1	DDLAP1-0098		
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SATISFACTION GUARANTEED
OR YOUR MONEY BACK
PLEASE RETAIN THIS RECEIPT TO
RECEIVE A REFUND IN THE FORM OF YOUR
ORIGINAL PAYMENT

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# Scott Specialty Gases, Inc.

# CERTIFICATE OF ANALYSIS EBSTM - Ethanol Breath Standard

Customer Name

CMI

316 East Ninth Street

Owensboro, KY 42303

Assay Laboratory

Scott Specialty Gases

6141 Easton Road, Bldg. 1

Plumsteadville, Pa. 18949

Purchase Order#: 362923 Scott Project #:01-58825

Lot No.: 107402I

**Expiration Date:** August 17, 2003

REFERENCE STANDARD

N.I.S.T. Traceable Standards\*

CYLINDER#

ALM-060154 ALM-060204

ALM-059962 ALM-037472 CONCENTRATION ppm

103.6

118.1 222.2

251.0

CONTAINER TYPE:V

# LOT CERTIFIED VALUE

### CONCENTRATION

**COMPONENTS** 

Ethanol

Nitrogen

ppm (BrAC)

273.5 (0.105) Balance

ACCURACY

+/- 2%

\*Certification: Traceable to N.I.S.T. RGM Ethanol Standards

Analyst:

Floyd Bard

Date: 8/17/2001

b:coaf118.doc

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Fedex. USA Airbill

From: BECKY TAYLOR (270)885–6548 MPD INC 316 EAST 9TH STREET

OWENSBORO, KY, 42303

To: Roger Skipper (321)984--4880 FDLE/ Melbourne office 700 South Babcock Street 401

Melbourne, FL, 32901

TRK # 7902 4405 4837 協組

THU AA Deliver by: 13DEC01

32901-FL-US

# **Intoximeters**

8110 LACKLAND ROAD ST. LOUIS, MO 63114 PHONE 314-429-4000 FAX 314-429-4170

PAGE NO:

1

INVOICE NO:

082501

INVOICE DATE:

11/27/2001

### INVOICE

CUSTOMER NO: FLDLE1

CUSTOMER PH: 321/984-4880

BILL TO:

YOUR ORDER NO: LOANER

OUR ORDER NO: CO-000000050857-0000

SHIP TO:

FLORIDA DEPT OF LAW ENFORCEMEN

MELBOURNE FIELD OFFICE

700 S BABCOCK 401 MELBOURNE 32901 USA

FLORIDA DEPT OF LAW ENFORCEMEN

MELBOURNE FIELD OFFICE 700 S BABCOCK 401

MELBOURNE

FL

32901

USA

TERMS: CASH #1: DISC:

CASH #2: DISC: CASH #3: DISC: CASH #4: DISC:

NET DUE DATE: 122701

SHIPPED: 11/21/2001

SHIP VIA: FEDEX F.O.B.: ORIGIN

SHIPMENT NO: 052188 REF: ML

PRO NO:

CSR: AMA

OTY ORDERED

QTY SHIPPED OTY ITEM UNIT PRICE

EXTD PRICE

NUMBER US DOLLARS US DOLLARS B.O. POA system that came back do to printer problems, we are now

sending back for evaluation.

99-0065-00

0.00

0.00

MISC SHIPMENT

Unless otherwise stipulated by contract, a finance charge of 1.5% per month (or the highest rate allowed by law, whichever is less) will be assessed on all due balances. A restocking fee may be applied for returned merchandise.

FEDERAL ID#: 43-0906533

Thank you

SALES TOTAL: SALES TAX: 0.00 0.00

FREIGHT:

0.00

LESS: OTHER CHARGES:

0.00 0.00

INVOICE TOTAL: US DOLLARS

0.00

### TERMS AND CONDITIONS Effective May, 1996

- 1. Seller shall in no event be liable to Buyer or to any person who shall purchase from Buyer or use any products supplied pursuant to this invoice for damages of any kind, including, but not limited to, direct, indirect, special or consequential damages or loss of production or loss of profits or claims of third parties against Seller, resulting from any cause whatsoever including, but not limited to any delay, act, error, or omission of Seller, and Seller's sole liability to Buyer for any cause of actions, whether based upon negligence, contract, or strict liability, shall be to replace any products covered by this invoice which do not conform to the specifications set forth herein at the time of delivery by Seller.
- 2. All sales and quotations made by Seller are subject to each of the within terms and conditions. These terms and conditions shall replace all terms and conditions of Buyer's order and of any proposal or quotation to Buyer not agreed to by Buyer and Seller prior to the date of this invoice. In the absense of Buyers' written acceptance, the first to occur of:(i)an acceptance of any goods covered by Buyer's order, or (ii)Buyer's failure to object in writing to the terms of this invoice within ten (10) days following its receipt, shall constitute Buyer's acceptance of these terms and conditions. No waiver, alteration or modification of these provisions shall be valid unless made in writing and signed by a duly authorized representative of Seller.
- 3. All unpaid items will be subject to a late payment fee computed at the rate of one and one-half percent (1.5%) per month (an effective rate of eighteen percent (18%) per annum) on the declining balance unpaid for more than thirty (30) days after the date of this invoice is received. Buyer shall pay Seller all costs of collection on past due accounts including but not limited to reasonable attorneys' fees, whether or not litigation is commenced in aid thereof.
- 4. SELLER WARRANTS THAT THE GOODS ARE AS DESCRIBED IN THIS AGREEMENT. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the Goods sold under this agreement, and unless any affirmation, representation or warranty made by an agent, employee or representative is specifically included within this written agreement, it has not formed a part of the basis of this bargain and shall not in any way be enforceable by the Buyer.
- 5. Quotations are subject to prior sales, change without notice, strikes, accidents and/or other causes beyond Seller's control. All sales and quotations are F.O.B. point of shipment, unless otherwise stipulated. Freight is prepaid and charged to Buyer, unless otherwise stipulated. Seller reserves the right to cancel Buyer's order in the event the selling price, or prices, shall be established by the Government with respect to the items covered by Buyer's order which shall be lower than the price, or prices, indicated herein. All claims of whatever nature, including but not limited to claims for shortage, deductions, and defective Goods must be made in writing to Seller within five(5) days of Buyer's receipt of Goods. Failure to comply with the aforesaid procedure shall constitute Buyer's waiver of any such claim. Buyer must make all claims for damage or loss in transit to the transportation company. Any return of Goods to Seller by Buyer must be authorized by Seller in writing and is subject to Seller's 25% restocking fee. Buyer is responsible for all freight charges, both outbound and incoming. No obsolete items may be returned. Seller will not be liable for Buyer's claims of loss, damage, cost of repairs, or incidental or consequential damages of any kind whatsoever, whether such claims are based upon warranty, contract, or negligence, or whether such claims arise in connection with the sale, use or repair of the Goods.
- 6. The amount of sales, excise or other taxes, if any, applicable to the Goods covered by this invoice, shall be added to the purchase price and shall be paid by Buyer unless Buyer timely provides Seller with an exemption certificate accepted by the taxing authorities.
- 7. This agreement shall be deemed for all purposes to have been made in Missouri and shall be governed by and construed in accordance with the laws of Missouri without regard to its principles of conflicts under law. Any cause of action involving the goods sold hereunder shall be brought only in state and federal courts sitting in the State of Missouri and both parties consent to the exclusive jurisdiction of such courts in any such action between them. Any action for breach of contract must be commenced within two (2) years after the cause of action has accrued.
- 8. Seller's delivery of the Goods to carrier shall constitute delivery to Buyer. All risk of loss or damage in transit shall be borne by Buyer.
- 9. Shipping dates are approximate and are not guaranteed. Seller shall not be liable for failure to deliver or perform or for delays in delivery or performance occasioned by causes beyond its control, including without limitation, strikes, lockouts, fires, accidents, interruptions in the supply of materials, breakdowns, delays in carriers or suppliers, and governmental actions and regulations.
- 10. If Buyer fails to fulfill the terms of payment on any order, Seller, in addition to its rights and remedies, but not in limitation thereof, may, defer all further shipments until such payments are made, or may, at its option, cancel the order. All decisions with respect to the extension and/or continuation of credit terms to Buyer shall be in the sole discretion of Seller. Seller reserves the right to require prepayment of orders.
- 11. Unless otherwise specified herein, Seller reserves the right to make deliveries in installments. Delay in delivery of all installments shall not relieve Buyer of 1)its obligation to pay for all installments received prior to such delay and 2)its obligation to accept remaining deliveries. Seller reserves the right, even after partial shipment on account of any order, to require satisfactory security from Buyer for performance of Buyer's obligation. Buyer's refusal to furnish such security will entitle Seller to suspend shipments until such security is furnished, and, will entitle Seller, at its option, to cancel order. In such event, Buyer shall nevertheless be required to pay for such shipments as may have been received by Buyer prior to Seller's cancellation of the order.
- 12. Seller's failure strictly to enforce any terms or conditions of this agreement or to exercise any right arising hereunder shall not constitute a waiver of Seller's right strictly to enforce such term and condition or exercise such right thereafter. Each right or remedy granted to Seller hereunder shall be deemed cumulative and may be exercised from time to time. Any waiver of Buyer's default hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter.

# Skipper, Roger

From:

Skipper, Roger

Sent:

Wednesday, January 02, 2002 4:48 PM

To:

'Taylor, Becky'

Subject:

RE:

### OK

also, the second cal checks seem to fall off each and every time, especially with a high simulator (.30 and .40). I noticed there was a strong smell of ethanol around the instrument during the purge. I think it may be because the outlet port is recessed within the case and the purged air is diffused inside and just outside the case and not venting properly. the last test I just ran with a .40 sim and a .105 gas standard resulted in a first control check of .104 but the second was .087. There is a similar difference in the breath result also. Maybe extending the breath pump exhaust port to the outside of the case where a tube could be connected to route the exhaust down away from the case would help. This could explain the drop off I seen in the field also.

Just a thought. If ya'll want to talk about it email me right back or call in the morning. I'll be in the office for about 20 more minutes.

# Roger

----Original Message-----

From:

Taylor, Becky [SMTP:bjtaylor@alcoholtest.com]

Sent:

Wednesday, January 02, 2002 4:28 PM

To: Skipper, Roger

Subject:

I tried to Call but they said the phones had been forwarded. Bill ask if you could dilute the Methanol solution in half and try it again.

thanks alot. Becky

# **PACKING SLIP**

Draeger Safety, Inc., Breathalyzer

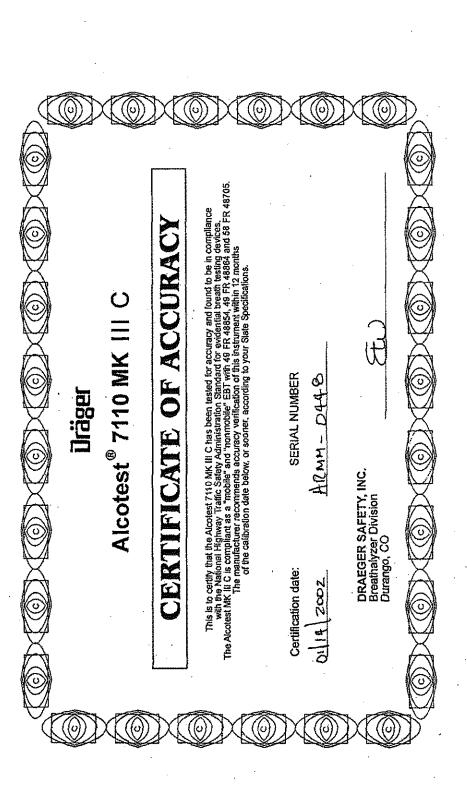
185 Suttle Street

Suite 105

Durango, CO 81303-7911 USA Telephone: 970/385-5555 Sales Order 31222 Order Date 12/04/01

PROPERTY AND ADDRESS OF THE PROPERTY OF THE PR
FLORIDA DEPT, LAW ENFORCEMENT 1
ATTN: ROBER SKUPER
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# OPERATOR REQUIRED STORS \* DATA INPUT IS ONE STOR

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A SALL SALES

IF UNABLE TO PICK-UP THE MERCHANDISE, INDICATE REASON

- (A) Incorrect Address
  - . (B) Not in 3 Attempts
- (F) Business Permanently Closed
  - (H) Out Of Service Area

Customer Signature Required:

- (C) Not Ready in 3 Attempts
- (D) Changed Mind Will Keep
  - (E) Duplicate Call Tag
- (G) Picked-Up By Another Carrier
- (I) Consignee Unable To Find Package

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Date	1. Time	1. Van#
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