



523 East Capitol, Pierre, South Dakota 57501

605.773.3405 / boa.sd.gov

EVIDENTIAL BREATH ALCOHOL TEST INSTRUMENTS

NOTICE

ADDENDUM 1

DATE: April 14, 2023
BUYER: Heather King
PHONE: 605-773-2162

Addendum 1 is being issued for the following:

Part # 23-0120-00 Alco Sensor Mouthpieces increased by 1 cent per unit.

QTY 1-4999- \$0.19 to \$0.20
5000-9999- \$0.18 to \$0.19
10,000 or more \$0.15 to \$0.16

All terms and conditions remain the same.

A handwritten signature in black ink, appearing to read 'Steven L. Berg', is written over a white background.

Steven L. Berg, Director
Office of Procurement Management



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EVIDENTIAL BREATH ALCOHOL TEST INSTRUMENTS

NOTICE OF AWARDS

Buyer: Heather King-017
Phone: 605-773-2162
Fax: 605-773-4840
Email: heather.king@state.sd.us

Date: May 23, 2022

1. **Contract Term:** This notice establishes contract(s) resulting from Solicitation #2806 for a period of one (1) year, from July 1, 2022 through June 30, 2023 inclusive. The Solicitation and the vendor's response, along with the South Dakota Vendor's Manual are made part of the vendor's contract by this reference.
2. **Extension:** The State may, at its own discretion, extend a contract for an additional two (2) months past the original contract expiration date. The State may renew this contract for up to four (4) additional one (1) year periods. Notice shall be given by the State to the vendor at least 60 days prior to the termination of the contract, and the vendor shall agree to such extension within 30 days thereafter, before such extension period shall become effective.
3. **Pricing:** Price increases will not be considered until the contract has been in effect for 180 days. Dated manufacturer's printed price sheets or similar documentary evidence must support written requests for price escalation. This evidence must be presented to the Office of Procurement Management, and if approved, the new pricing will become effective 30 days after date of approval.

Price decreases are acceptable on invoice(s) presented for payment. If the open market price of a specific contract item is under the vendor's price, the State reserves the right to purchase the lower priced product.

4. **Delivery:** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the contract(s) shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the contract(s) shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the contract(s) shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Supplier(s) awarded the contract(s) shall be required to deliver products and services as bid, during normal working hours, on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Office of Procurement Management. All orders shall be shipped F.O.B destination. Deliveries shall be made at such time, place and in such quantities as shown on the Purchase Order. All items in common usage are to be shipped within ten (10) days from the date of the purchase order. An additional ten (10) days will be allowed for back-ordered items when the suppliers gives written notification to the ordering agency that the items are not available for immediate delivery.

All delivery tickets, invoices and statements shall show the purchase order number, brand or trade name and State Item Number when applicable as shown in this contract. Invoices must be submitted in duplicate to the State Agency ordering the merchandise. DO NOT SUBMIT STATEMENTS OR INVOICES TO THE OFFICE OF PROCUREMENT MANAGEMENT AS IT ONLY DELAYS PAYMENT.

STATE AGENCIES MUST INCLUDE A BRIEF DESCRIPTION WHEN ORDERING FROM THIS CONTRACT.

5. **Restriction of Boycott of Israel:** For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder certifies and agrees that the following information is correct: The bidder in preparing its response in considering bids submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid submitted by the bidder on this project and terminate any contract awarded based on the bid. The successful bidder further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

Unless otherwise indicated, payment for items on the contract(s) may be made with the South Dakota Purchasing Card (Citibank Master Card). State agencies may use the Purchasing Card when making purchases of \$1000.00 or less per transaction.



Steven L. Berg, Director
Office of Procurement Management

CONTRACTOR

INTOXIMETERS INC

2081 Craig Road
St. Louis, MO 63146

Contract: Gina Gurrieri
Phone: 800-451-4639/314-429-4000 x408
Email: bids@intox.com ; ggurrieri@intox.com

Sales Contact: Mark Postal
Phone: 314-406-2864
Email: mpostal@intox.com

Vendor Number: 12026268
Contract #: 17685

