

GENERAL SPECIFICATIONS

1. **Submission of Bids:** Bids may be submitted by hand delivery, traditional mail methods or e-mail. Mailed bids should be addressed to Missy Braak, Purchasing Supervisor, Purchasing Department, Central Services Center, 1101 North Western, Sioux Falls, SD 57104-1200. E-mail bids should be sent to sfsdpurchasingdept@k12.sd.us. Regardless of the method of submission, full responsibility for the delivery of bids prior to the deadline for receiving bids rests with the bidder. If bids have been obtained via the website, it is the responsibility of the bidder to check the website at <http://www.sf.k12.sd.us/our-district/finance-office/purchasing> for any addendums that have been posted prior to the bid opening. Bids submitted by facsimile machine will not be considered. All bids submitted by mail or hand delivery must be delivered in a sealed envelope and properly identified. Submission of bids by e-mail constitutes the bidder's agreement to conduct the particular bid process by electronic means. Submission of bid securities via fax or email will not be accepted.
2. **Equal Clause:** Where names and model numbers of certain manufacturer's items are mentioned in the Specifications or on the Bid Proposal Form, other names and model numbers of like nature, utility and merit may be submitted but the bidder must furnish complete data to show that his items are equal to that specified. The School Board reserves the right to determine whether the items are of equal value to the items specified, and the right to determine and select the items it feels are the most suitable, because of function and performance, for the needs of the School District. If the bidder is bidding a different item than that specified, the bidder shall indicate the make and model. (SDCL 5-18A-18 – 5-18A-20)
3. **Bidding Forms:** Bidders shall submit their bid on forms provided by the School District. All bids submitted by mail shall be personally signed with ink pen. All bids submitted by e-mail must contain the name or electronic signature of an individual authorized to sign a mailed bid for the same item(s) and must have attached the Bid Proposal Form. Facsimile bids are not accepted.
4. **Guarantee:** The successful bidder guarantees said items against defects in material and workmanship for a period of one (1) year from the date of delivery.
5. **Interpretation:** Where conflict arises in interpretations or definitions the School District decision shall be final.
6. **Prices:** All prices bid shall be on the basis of the unit indicated on the Bid Proposal Form. The bid price of each item is to be on the basis of delivery as specified in the Special Conditions.
All prices bid will be considered firm and not subject to revision prior to, or following the awarding of contracts. Bids may not be withdrawn for a period of thirty (30) days from the time set for the opening of bids.
7. **Trade Allowance:** On items where equipment offered in trade is shown, bidders shall indicate in the space provided (1) the bid price for the new equipment, without trade-in, and (2) the bid price for the used equipment we are offering to trade. If the bidder bids for the new equipment only, it will be assumed that no offer has been made for the used equipment and the contract will be awarded accordingly. The District reserves the right to retain or release the used equipment in making a contract award, and the contract amount will be established accordingly.
8. **Failure in Delivery:** If the Contractor shall fail to make deliveries in accordance with the conditions and specifications or if he shall deliver of a quality or grade inferior to those specified, the School Board will be authorized to supply the shortage, or replace the inferior supplies by open market purchase and difference in cost, if any, will be charged to the Contractor.
9. **Award of Contracts:** The School Board reserves the right to contract with the lowest responsible bidder whose unit price per item, or total bid per item, is lowest. See the Bid Proposal Form for the basis for pricing. (SDCL 5-18A-3 - 5-18A-5)
10. **Samples:** Bidders may be required to furnish samples of the items on which they are bidding for examination purposes. Bidders must be prepared to furnish samples not later than 4:00 o'clock P.M. on the day following said opening of bids. Said samples will be returned to the bidder following said examination. The School Board reserves the right to reject any bid where the bidder cannot furnish a sample for examination purposes. Bidders will be required to furnish products identical to the samples submitted, if awarded a contract.
11. **Payment:** Payment will be made within (45) days following delivery.

12. Definition of Contract: Bids submitted by vendors will be considered as “offers,” and subsequent action by the School Board to accept certain bids, and to authorize the Administration to issue appropriate purchase orders, will constitute “acceptance” of said “offers,” and thus, the basic requirements of a contract will have been satisfied. It is understood that the Bid Proposal Form prepared by the School District, and completed and submitted by the Bidder, and the Specifications and any addenda prepared by the School District, together with the Purchase Order constitute and form the contract, and are as fully a part of the contract as if attached to, or repeated on the Purchase Order Form.
13. New Materials: Everything specified in these specifications is based on new equipment and/or supplies.
14. Excise and Sales Tax: Bids submitted on these Specifications shall not include or be made subject to Federal Excise Tax or State, County or Municipal Sales Tax, where applicable. Exemption certificates will be furnished by the School Board, where applicable. (SDCL 10-45-10)
15. Rejection of Bids: The School Board reserves the right to reject any and all bids or parts thereof, and to waive any irregularities. (SDCL 5-18A-12)
16. Preference to South Dakota: By virtue of statutory authority, preference will be given to labor, materials, products and supplies found or produced within the State of South Dakota. (SDCL 5-18A-25 – 5-18A-27)
17. Preference to Resident Bidders: A Resident Bidder may be allowed a preference on a contract against the bid of any bidder from any other state which enforces or has a preference for resident bidders. The amount of preference given to the Resident Bidder shall be equal to the preference in the other state. All nonresident bidders shall submit with their bid a copy of the preference law in their respective states. Resident Bidders shall be prepared to prove any preference given nonresident bidders in the nonresident bidders home state. (SDCL 5-18A-25 – 5-18A-27)
18. Equal Opportunity: The Sioux Falls School District does not discriminate in its policies and programs on the basis of race, color, national origin, age, gender, disability, creed, or religion. The following people have been designated to handle inquiries regarding the nondiscrimination policies:

Title IX, Section 504 or Title VI, or the Americans with Disabilities Act of 1992 may be referred to the Assistant Superintendent at 201 E 38th St, Sioux Falls, SD 57105-5898, (Ph: 605-367-7816. TDD: 711 605-367-7816) or to the Regional Director, Department of Education, Office of Civil Rights, 10220 North Executive Hills Boulevard, 8th Floor, Kansas City, Missouri 64153-1367.
19. Identical Bids: Bidders attention is directed to Executive Order 10936, dated April 24, 1961, by the President of the United States, which provides that effective November 1, 1961, the School District must submit a report on Form DJ-1510 whenever identical bids have been received in response to an advertisement for services (including construction) or the disposal of property, when the bid value of the line item affected is in excess of \$1,000.
20. Special Conditions: Any of the above items may be modified in the Special Conditions pertaining to any call for bids. Bidders must refer to the Special Conditions for any revisions to the above.