

REQUEST FOR BIDS

ICE SANDING MATERIAL

Street Division

CITY OF RAPID CITY
RAPID CITY, SOUTH DAKOTA

**September 25, 2012
2:00 P.M.**

**SAM KOOIKER
MAYOR**

COUNCIL MEMBERS

Bill Clayton
Steve Laurenti
Chad Lewis
Amanda Scott
Bonny Petersen

Charity Doyle
Ritchie Nordstrom
Jerry Wright
John Roberts
Ron Sasso

**TERRY WOLTERSTORFF
DIRECTOR OF PUBLIC WORKS**

**DON BRUMBAUGH
STREET SUPERINTENDENT**

**SPECIFICATIONS FOR
ICE SANDING MATERIAL
Rapid City, South Dakota**

Bids will be received at the Rapid City Finance Office, 300 Sixth Street, Rapid City, South Dakota on September 25, 2012 until 2:00 P.M. for furnishing ICE SANDING MATERIAL which shall meet the following specifications:

SCOPE

It is the intent of these specifications to describe ICE SANDING MATERIAL in sufficient detail to secure bids on comparable ICE SANDING MATERIAL. All parts not specifically mentioned, which are necessary in order to provide ICE SANDING MATERIAL shall be included in the bid and shall conform in strength, quality of material and workmanship to what is usually provided the trade in general.

The City's intent is to obtain a reasonable bid from all qualified bidders. If for any reason bidders are unable to meet or equal the following specifications, the City will receive for consideration minor deviations of specifications. Deviations and variations of specifications must be fully detailed and explained by the bidder on the form provided and stapled to the BIDDER'S PROPOSAL.

All bids must be accompanied by literature completely describing the ICE SANDING MATERIAL to be furnished. Each bidder must be a certified dealer authorized by the manufacturer he represents. Each bid shall contain a dealer and/or factory warranty as a guarantee of the product to be furnished. The guarantee shall be stated in the descriptive literature or by a letter.

GENERAL CONDITIONS

1) *Bidders Information*

Each bid envelope shall contain **ONLY ONE** (1) Bid Proposal and shall be marked with the words "**Sealed Bid – ICE SANDING MATERIAL**".

Each bid must be accompanied by a certified check or cashier's check in the amount of five percent (5%) of the bid, such check to be certified or issued by either a State or National Bank and payable to the City of Rapid City, South Dakota, or in lieu thereof, a bid bond for ten percent (10%) of the amount of the bid, such bond to be issued by a surety authorized to do business in this State, payable to the City of Rapid City, Rapid City, South Dakota, as a guarantee of the bidder entering into a contract, for the supplying of ICE SANDING MATERIAL for the City of Rapid City. After the terms of the contract have been met, the bidder's check or bid bond will be returned to the successful bidder. Checks or bonds of all the unsuccessful bidders will be returned within thirty (30) days after the bids have been opened.

Bids submitted by mail, express courier, or common carrier cannot be accepted unless received in the City Finance Office prior to the time for the scheduled bid opening. Bids submitted by telefax cannot be accepted.

Each bid envelope shall contain the entire set of specifications and a completed "ARTICLE 5 CONTRACT DOCUMENT" upon submittal of the bid. Incomplete bids will be rejected.

To the extent provided by statute, preference will be given to materials, products, and supplies found or produced within the State of South Dakota. (SDCL Chapter 5-18A.)

The City reserves the right to reject all bids and unless all bids presented are rejected, the lowest responsible bid, in all cases, will be accepted. In case the low bid is not responsible or the bid is not made in accordance with the requirements of SDCL Chapters 5-18A through 5-18D or the low bid is withdrawn, the bid of the next lowest responsible bidder may be accepted; however, to the extent allowed by law the City reserves the right to accept the bid that is to the advantage of and is in the best interest of the City of Rapid City.

Payment for the ICE SANDING MATERIAL will be made BY CHECK, within a reasonable time after and approval by the Common Council.

The unit price of the bid must be stated on the Bidder's Proposal form, along with the extended price bid. Unit price shall take precedence over extended price; written figures shall take precedence over numerical figures.

The ICE SANDING MATERIAL shall be delivered F.O.B., Street Division, 605 Steele Avenue, Rapid City, South Dakota.

The quantities shown in the proposal are approximate for 2013. It shall be understood that the City of Rapid City reserves the right to purchase more or less than the specified amounts as it deems expedient. Purchases made by the City of Rapid City are subject to available funding. If the Rapid City Council fails to approve additional funding for this purchase in the 2013 budget, the City of Rapid City will not be obligated to purchase any additional ICE SANDING MATERIAL.

Bids and quotations shall be for the period starting October 2, 2012, and ending approximately one year later and shall show net delivered prices without State or Federal taxes. The City of Rapid City requires firm bids from all bidders. The City reserves the right to reject any bid not stating a firm price as not responsive.

All prices shall be F.O.B., Rapid City South Dakota to Street Division.

2) Rejection

If the material does not meet the requirements of these specifications, notice shall be given to the vendor within thirty (30) days after the receipt of the ICE SANDING MATERIAL. In this event, payment shall be withheld, and the vendor shall remove the product from the City premises and shall replace it with a like amount of acceptable ICE SANDING MATERIAL.

3) Contract Extension

The City of Rapid City annually reserves the option of extending the 2013 contract through the calendar years of 2014, 2015 and 2016. The extension option may be exercised if agreed to by both parties.

DETAILED SPECIFICATIONS

The sand to be used for ice conditions on the street shall conform to the following specifications:

GRADATION (fine)

SIEVE	PERCENT PASSING
3/8"	100%
1/4"	80-100%
#4	65-95%
#8	45-75%
#16	40-55%
#200	0-2%

- 1) Materials supplied shall be clean, durable and free of any deleterious substances.
- 2) Scale tickets showing weight and type of material will be submitted with each load.
- 3) Sand shall be all naturally deposited or partially impacted to meet specifications. No crushed limestone or crushed rock, other than a natural sand, will be permitted.
- 4) The liquid limit of the material shall not exceed 26 and the Plastic Index shall not exceed 3. The material shall not contain more than 25% calcite, as determined by x-ray defraction analysis.
- 5) The City will try to give the supplier as much advanced notification as possible on delivery but conditions may warrant that delivery on the sand request should begin within 24 hours.
- 6) Quality tests to determine the percentage of calcite contained in the material are required. Sand shall be sampled such that portions of the sample are taken from 3 to 5 different locations throughout the stockpile and thoroughly mixed. The sample shall be delivered to the Mineral Industries testing laboratory on the South Dakota School of Mines and Technology campus. The telephone number is 394-2496. Payment for this test shall be the responsibility of the bidder. Satisfactory test result shall be obtained and submitted with the bid.
- 7) A durability or hardness as defined in Mohs scale of greater than 6 for 70 percent of the material applied to the streets for deicing or skid control;
- 8) No more than 3 percent of the total particle material content by weight may pass through a No. 200 sieve as described in ASTM C136-93, "Standard Test Method for Sieve Analysis of Fine and Course Aggregates," November, 1993.

BIDDER'S PROPOSAL

NAME OF BIDDER: Pete Lien's Sons Inc.

ADDRESS: PO Box 440 Rapid City SD 57709

PHONE NO.: (605) 342-7224 FAX NO.: (605) 342 6979

E-mail address: kfrisinger@petelien.com Kyle Frisinger

Bidder proposes and agrees to and with the City of Rapid City, South Dakota ("City") to furnish ICE SANDING MATERIAL at the following price, to-wit:

DESCRIPTION	Quantity	UNIT PRICE (numerical)	EXTENDED PRICE (numerical)
ICE SANDING MATERIAL for ice conditions on City streets and roadways for Street Division as specified, loaded and weighed, Guaranteed (Per Ton)	5,000 <i>after 50/100</i>	\$ <u>15.50</u>	\$ <u>77,500.00</u> <i>seventy seven thousand five hundred</i>
OPTION TO PURCHASE ADDITIONAL Ice Sanding Material for ice conditions on City streets and roadways for Street Division as specified, loaded and weighed, Approximately (Per Ton)	2,000 <i>after 50/100</i>	\$ <u>15.50</u>	\$ <u>31,000.00</u> <i>thirty one thousand</i>

(Extended Price in Words)

The within proposal and agreement are based upon the conditions, stipulations, and specifications named in the notice inviting bids for said ICE SANDING MATERIAL, which notice and detailed specifications are made a part of this contract as if written herein at length. The ICE SANDING MATERIAL shall be delivered F.O.B., Rapid City Street Division, Rapid City, South Dakota, 57701, within _____ calendar days (to be filled in by Bidder) after date of awarding contract.

The Bidder further agrees and states that he has read the notice calling for bids and has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein and agrees to enter into attached Contract.

Pete Lien's Sons Inc.
NAME OF COMPANY - BIDDER

[Signature]
AUTHORIZED SIGNATURE

Kyle Frisinger
Print Name & Title

PO Box 440 Rapid City SD 57709
Address

9/20/12
Date

BIDDER MUST FILL IN ALL SPACES PROVIDED ABOVE

**CONTRACT FOR
SUPPLIES AND EQUIPMENT
BETWEEN
SUPPLIER AND CITY OF RAPID CITY**

THIS AGREEMENT, made the 2 day of October, 2012, by and between Pete Lien and Sons Inc. hereinafter "Supplier," and the City of Rapid City, South Dakota, hereinafter "City," WITNESSETH:

That the Supplier and the City, for the consideration named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Supplier shall furnish all of the materials, labor and perform all of the work as described in the specifications for Supplies and Equipment entitled ICE SANDING MATERIAL prepared by the Public Works Department, Rapid City, South Dakota, and shall do everything required by this Contract, General Conditions, Special Conditions, and Detailed Specifications, which are hereby made a part of this Contract, including the following Addenda.

Addendum No.	Dated
_____	_____
_____	_____

ARTICLE 2. TIME OF COMPLETION

The furnishing or ordering of materials, supplies, and equipment under this Contract shall be commenced as soon as possible within the time stated in the specifications unless the specifications expressly provide for a one time delivery, it is agreed that the City may place orders under this Contract at any time or times within the Contract period. Failure to meet the terms of the Contract on or before the completion date may result in forfeiture of the Performance Bond or deposit, if any; and shall be deemed a breach of this Contract. Request for time extensions shall be made in writing to the Street Division at least fourteen (14) days before the Contract completion date. All time extensions will be issued by the City through the Public Works Department.

ARTICLE 3. THE CONTRACT SUM

The City shall pay the Supplier for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

Seventy Seven Thousand Five Hundred Dollars (\$ 77,500.00)

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Upon delivery of any items under this Contract, the Individual or Department specified in Article 2 for making time extensions shall satisfy himself by examination that the furnishing of supplies and equipment has been finally and fully completed in accordance with the Specifications and Contract, and shall make up the appropriate purchase order. The Supplier must complete and return a proper City voucher and payment will be made on said voucher as soon as possible after approval by the Common Council.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Notice for Bids, General Conditions, Special Conditions, Addendum, Specifications, and the Bidder's Proposal together with this Agreement, form the Contract, and all are as fully a part of the Contract as if herein set forth at length.

The Supplier further agrees and states that he has read the advertisement calling for bids and has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein.

IN WITNESS WHEREOF: The City of Rapid, South Dakota, its Council having duly approved this Contract, has caused this Contract to be executed in its behalf by its Mayor, hereunto duly authorized, attested thereto by its Finance Officer, and has hereto attached its corporate seal this _____ day of _____, 20____.

If you have any concerns regarding the provision of services or employment on the basis of disability/handicap you may contact our ADA/Section 504 coordinator, ADA Coordinator, Mayor's Office, 300 6th Street, Rapid City, South Dakota 57701 605-394-4110.

ATTEST:

[Signature]
City Finance Officer

THE CITY OF RAPID CITY, SOUTH DAKOTA

by *[Signature]*
MAYOR

Date 10-1-12

(SEAL)

Pete Lien's Sons Inc.
NAME OF COMPANY

by *[Signature]*
AUTHORIZED SIGNATURE

Kyle Frisinger, VP Sand's Gravel Div.
Print Name & Title

PO Box 440 Rapid City SD 57709
Address

Date 9/20/12