

REQUEST FOR BIDS

FLUORIDE
Water Division

CITY OF RAPID CITY RAPID
CITY, SOUTH DAKOTA

March 13, 2012
2:00 P.M.

SAM KOOIKER
MAYOR

COUNCIL MEMBERS

Gary Brown
Steve Laurenti
Dave Davis
Jordan Mason
Bonny Petersen

Charity Doyle
Ritchie Nordstrom
Jerry Wright
John Roberts
Ron Sasso

TERRY WOLTERSTORFF
DIRECTOR OF PUBLIC WORKS

JOHN WAGNER
WATER DIVISION SUPERINTENDENT

**NOTICE FOR BIDS
FOR PURCHASE OF
FLUORIDE
Water Division
Rapid City, South Dakota**

Notice is hereby given that sealed bids will be received by the Common Council for the City of Rapid City, South Dakota until 2:00 P.M., March 13, 2012, at the Rapid City Finance Office, 300 Sixth Street, Rapid City, South Dakota 57701, and will be publicly opened and read for FLUORIDE to be used by the Rapid City Water Division. All proposals shall be made on the forms furnished by the City.

Specifications may be obtained at the Public Works Administration Office, 300 Sixth Street, Rapid City, South Dakota 57701.

PAULINE SUMPTION
City Finance Officer

**SPECIFICATIONS FOR
FLUORIDE
Rapid City, South Dakota**

Bids will be received at the Rapid City Finance Office, 300 Sixth Street, Rapid City, South Dakota on March 13, 2012, until 2:00 P.M. for furnishing FLUORIDE which shall meet the following specifications:

SCOPE

It is the intent of these specifications to describe FLUORIDE in sufficient detail to secure bids on comparable FLUORIDE. All parts not specifically mentioned, which are necessary in order to provide FLUORIDE 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 interested 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 FLUORIDE 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 - FLUORIDE**".

Each bid must be accompanied by a certified check, cashier's check or a bank draft for One Hundred Dollars (\$100), 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 Two Hundred Dollar (\$200) bid bond, 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 FLUORIDE for the City of Rapid City. After this has been accomplished, the bidder's check or bid bond will be returned; the 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. To save time for both the bidder and the City, the bidder shall fill out and complete "ARTICLE 5 CONTRACT DOCUMENT" upon submittal of the bid.

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 5-19; Residential Preference Statute.)

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 Chapter 5-19 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 FLUORIDE will be made BY CHECK, within a reasonable time after receipt and approval of the FLUORIDE, receipt of a City claim, 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 FLUORIDE shall be delivered F.O.B., Water Division, 1111 Mt. View Road, and various other sites Rapid City, South Dakota.

The quantities shown in the proposal are approximate for 2012. 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.

Bids and quotations shall be for the period starting March 20, 2012, and ending approximately one (1) year later and shall show net delivered prices without State or Federal taxes. The City of Rapid City prefers to receive firm bids from all bidders and will give first consideration to said quotations. If bidder is unable to quote a firm price, the City will receive, for consideration, fluctuating bids based on bidder's costs plus a profit margin or percentage. Fluctuating quotes must be fully detailed and explained by letter and stapled to the bid documents. 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 Water Division, and other various sites.

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 FLUORIDE. 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 FLUORIDE.

3) Contract Extension

The City of Rapid City annually reserves the option of extending the 2012 contract through the calendar years of 2013, 2014 and 2015. The extension option may be exercised if agreed to by both parties.

DETAILED SPECIFICATIONS FLUORIDE

GENERAL

Each bid shall be accompanied by an affidavit from the vendor that will furnish the Fluoride, that indicates that the Fluoride complies with all requirements of the specifications.

The percentage of insolubles must be stated in the bid and will be given consideration in award of contract.

1) Impurities

The Hydrofluosilicic Acid supplied shall comply with all pertinent requirements of the American Water Works Association specifications B703-89 and shall be furnished in concentrations of 23% - 26%. The acid shall contain no soluble mineral or organic substances in quantities capable of producing adverse or injurious effects upon the health of those consuming water treated with acid.

2) Packing

Hydrofluosilicic Acid will be delivered in bulk as needed to the various Water Division source sites located within Rapid City. The material will be transferred from the bidder's bulk truck to the various sites in quantities ranging from 50 gallons to 500 gallons. The transfer equipment will be furnished by the bidder.

3) Chemical Composition

The Fluorosilicic Acid supplied under these specifications shall have a minimum of 18.5% Fluorine. The Assay (H₂ Si F₆) guaranteed - 23% to Typical - 26% heavy metals as Lead (Pb) 0.02% maximum to 0.0002%. Physical Properties: Specific gravity (H₂O)=1) at 25% at weight per gallon for 24% - 10.2 lbs/gal +/- .1lb/gal.

BIDDER'S PROPOSAL

NAME OF BIDDER: Hawkins, Inc.

ADDRESS: 11810 Sturgis Rd., Black Hawk, SD 57718

PHONE NO.: (605) 787-6881 FAX NO.: (605) 787-6882

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

ITEM NO.	DESCRIPTION	Quantity (approx)	UNIT PRICE (numerical)	EXTENDED PRICE (numerical)
1.	Fluoride – Fluorosilicic Acid (Hydrofluosilicic Acid) as per specifications	16,000 gallons	\$5.3248 per gallon	\$85,248.00 ^{also 3/14/12} \$ 85196.80
<u>Eighty five thousand-two hundred forty eight dollars</u> <i>Extended Price in Words</i>				
Manufacturer: <u>JR Simplot</u>				

The within proposal and agreement are based upon the conditions, stipulations, and specifications named in the notice inviting bids for said FLUORIDE, which notice and detailed specifications are made a part of this contract as if written herein at length. The FLUORIDE shall be delivered F.O.B., Rapid City Water Division, and various other locations, Rapid City, South Dakota, 57701, within 1 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 and acknowledges receipt of the following Addenda:

Addenda No. 1 Date 3/6/12

Hawkins, Inc.

NAME OF COMPANY - BIDDER

Al Hansen
 AUTHORIZED SIGNATURE

Al Hansen-Branch Manager

Print Name & Title

11810 Sturgis Rd., Black Hawk, SD 57718

Address

3/13/12

Date

BIDDER MUST FILL IN ALL SPACES PROVIDED ABOVE

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

THIS AGREEMENT, made the 19 day of March, 2012, by and between Hawkins 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 FLUORIDE 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

1

3/6/12

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 Water 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:

eighty five thousand one hundred Dollars (\$ 85,196.80)
ninety six dollars and eighty cents

J. R. SIMPLOT COMPANY



SIMPLOT PHOSPHATES LLC
ROCK SPRINGS, WYOMING

Fluorosilicic Acid (FSA) Hydrofluorosilicic Acid (HFS) NSF¹ & AWWA² Certified

<u>Chemical Properties</u>	<u>Specification Maximum</u>	<u>Typical</u>
Assay	23% Min	24%
Fluorine (F)	18% Min	19%
Heavy Metals as Lead (Pb)	0.02%	0.0004%
Hydrofluoric Acid (HF)	1.0%	0.4%
Arsenic (As)		0.001%
Iron (Fe)		0.0002%
Phosphate (P ₂ O ₅)		0.002%

<u>Physical Properties</u>	
Chemical Formula	H ₂ SiF ₆
Specific Gravity @ 60°F & 24% FSA	1.234
Density (lbs/gal) @ 24% FSA	10.29
Boiling Point °F	222.5
Freezing Point °F	-4
Color (APHA)	10 Water White
Visible Suspended Matter	None

Shipping Point
Rock Springs, Wyoming

- (1) Meets NSF/ANSI Standard 60
- (2) Meets AWWA Standard B703-00



Certified to NSF/ANSI 60	Max. use: 6 mg/L
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Material Safety Data Sheet
J. R. Simplot Company
AgriBusiness

Trade Name: Fluorosilicic Acid (FSA)
Registration No: None

M77415

SECTION 1

CHEMICAL PRODUCT AND COMPANY INFORMATION

Manufacturer or Formulator: J.R. Simplot Company
P.O. Box 70013
Boise, Idaho 83707
Emergency Phone - Chemtrec: 1-800-424-9300

Product Name: Fluorosilicic Acid
Common Name: Fluorosilicic Acid (FSA)

SECTION 2

COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name and Synonyms	C.A.S. No.	Chemical Formula	WT% Hazardous	TLV	PEL
Hydrofluorosilicic Acid	16961-83-4	H ₂ SiF ₆	25%	2.5 mg/m ³ (as F)	2.5 mg/m ³ (as F)

SECTION 3

HAZARDS IDENTIFICATION

Ingestion: Ingestion may cause severe corrosive effects: nausea, vomiting, abdominal pain.
Inhalation: Irritation to nose, throat and respiratory system; may be corrosive to respiratory system if not immediately remedied.
Eye Contact: Corrosive effect on contact: severe irritation, watering, redness and swelling of eyelids.
Skin Contact: May cause corrosive effect: irritation, redness or swelling of the skin.

SECTION 4

FIRST AID MEASURES

Ingestion: Consult a physician immediately in all cases, seek medical treatment. DO NOT INDUCE VOMITING. If patient is conscious rinse mouth with water.
Inhalation: Remove person from exposure area to fresh air and support breathing if necessary. Seek medical treatment.
Eyes: IMMEDIATELY flush eyes with fresh running water for 15-20 minutes. Seek medical treatment.
Skin: Remove contaminated clothing (under a shower if possible) and subject patient to deluge-type shower, if possible. Give continuous flow of water for 15-20 minutes to wash material off body. Treat for shock. Prompt medical consultation is essential.

SECTION 5

FIRE FIGHTING MEASURES

Extinguishing Media: Fires involving small amounts of combustibles may be smothered with suitable dry chemicals. Use water on combustibles in vicinity of this material but use care, as water applied directly to their acid results in evolution of heat and causes splattering.
Special Fire Fighting Procedures: Avoid any contact with acid. Wear full protective rubber clothing, gloves, boots, wear self-contained breathing apparatus.
Unusual Fire and Explosion Hazards: Material will react with certain metals to produce hydrogen gas potentially explosive situations. Thermal degradation can produce toxic and corrosive fumes of fluorides.

SECTION 6

ACCIDENTAL RELEASE MEASURES

Steps to be taken in case material is released or spilled:
Treat with extreme caution. Zone off contaminated area. Dike area with sand or earth. Acid may be neutralized with hydrated lime (caustic soda ash may contribute soluble fluoride containing salt to the environment). Provide ventilation as needed and monitor for hydrogen reaction of some metals.

SECTION 7

HANDLING AND STORAGE

Precautions to be taken in handling and storing:
Store containers in cool, dry and well ventilated area away from sources of heat or ignition sources.

SECTION 8

EXPOSURE CONTROLS/PERSONAL PROTECTION

Ventilation Protection: Maintain adequate ventilation at all locations where acid is handled. Store in the open or in well ventilated buildings or sheds.
Respiratory Protection: An approved NIOSH acid gas respirator for HF. Under high concentrations, use self contained breathing apparatus.
Protective Clothing: Neoprene or rubber gloves; suit and boots where liquid or high vapor concentration is possible.
Eye Protection: Chemical splash-proof goggles and/or full face shield.
Other: Safety shower and eyewash fountain required.

SECTION 9

PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point:	221°F	Solubility in Water:	Soluble
Specific Gravity:	1.2 @ 70°F	Vapor Pressure:	218 mmHg @ 167°F
Appearance:	Clear, colorless to pale straw liquid.	Odor:	Pungent irritating odor
Vapor Density:	NA	Evaporation Rate:	NA
pH:	1.0		

Trade Name: Fluorosilicic Acid
Registration No: None

M77415

SECTION 10

STABILITY AND REACTIVITY

Stability (Normal Conditions): Stable
Conditions to Avoid: High temperature above 194°F
Incompatibility (Material to Avoid): Strong alkalis, chlorites, combustible solids and organic peroxides.
Hazardous Decomposition Products: Corrosive fumes of fluorides
Hazardous Polymerization: Will not occur

SECTION 11

TOXICOLOGY INFORMATION

Toxicity by Ingestion: Oral LD₅₀ (guinea pig): 200 mg/kg
Toxicity by Inhalation: No data available

SECTION 12

ECOLOGICAL INFORMATION

No Data Available

SECTION 13

DISPOSAL CONSIDERATIONS

Waste Disposal Procedures: Neutralized waste may be disposed of in approved landfill. Consult with state and local environmental for appropriate facilities.

SECTION 14

TRANSPORT INFORMATION

Proper shipping name: Fluorosilicic Acid
Hazard Class: 8 (corrosive materials) D.O.T. Number: UN1778
Packaging Group: II
Refer to 49 CFR 172.101 Hazardous Materials Table for further provisions, packaging authorizations and quantity limitations.

SECTION 15

REGULATORY INFORMATION

This product does not contain toxic chemicals subject to the reporting requirements of SARA Section 313 of the Emergency Planning and Community Right-To-Know Act of 1986 and of 40 CFR 372.

SARA Section 311-312 Hazard Categories (40 CFR 370.2):

Fire: No Sudden Release of Pressure: No
Reactive: Yes Acute: Yes Chronic: Yes
Unlisted Substance: Yes, Reportable quantity 100 lbs Characteristic: D002; Corrosive

SECTION 16

OTHER INFORMATION

Hazard Rating (N.F.P.A.): Health: 3 Fire: 0 Reactivity: 0 Specific: None
This N.F.P.A. rating is a recommendation by the manufacturer using the guidelines or published evaluations prepared by the National Fire Protection Association (N.F.P.A.).

MSDS Version: 3 (revisions to sections 3, 4 and 11)

Disclaimer: This information relates to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness. **NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE CONCERNING THE INFORMATION HEREIN PROVIDED.** It is the user's responsibility to satisfy himself as to the suitability and completeness of such information for his own particular use. We do not accept liability for any loss or damage that may occur from the use of this information nor do we offer warranty against patent infringement.