



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701

Department of Fire and Emergency Services

10 Main Street

605-394-4180

Fax: 605-394-6754

LF011404-03

January 6, 2004

TO: Maggie Paul, Legal Assistant
FROM: Frankie Hofer
RE: Legal and Finance Agenda Item

Please place the following item on the Council Preview agenda:

Requesting permission to advertise for bids for "One Mass Decontamination Shower System". This item is listed on our grant application.

The Grant was approved at the December 1, 2003 City Council Meeting, (copy attached).

ADVERTISING AUTHORITY

This form must be completed and approved by the City Finance Office prior to presenting items to the Common Council and/or Committees of the Common Council. This covers all items, which require formal bids, currently anything over \$15,000 (except emergency and repair costs).

I. PROJECT ID NO.: _____

II. PROJECT NAME: WMD Grant

III. Project/Item(s) Description: Mass Decontamination Shower System

est cost \$40,000.00

IV. BID LETTING DATE: _____

V. (IF APPLICABLE) Grant No.: _____

Funding Source: South Dakota State Grant

Estimated Completion Date: _____

Estimated Grant Receipt Date: 12-31-03

VI. ESTIMATED COST OF PROJECT/ITEM(S) \$ 306,000.00 total grant

VII. BASIS OF PAYMENT	Assessed _____	Non-Assessed _____
	Single Payment _____	Partial Payment _____

VIII. DISBURSEMENT SCHEDULE

Date	Amount	Amount	Amount	Amount	Amount
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$

IX. APPROPRIATION DATA

Fund				
Department	0202 - FIRE			
Line Item	4360			

X. DEPARTMENT/DIVISION: Rapid City Department of Fire and Emergency Services

Project Manager: A/C Tim Kobes Date 01-06-04

Date 01-06-04

DEPARTMENT/DIVISION MANAGER Signature _____

_____ Date _____

PUBLIC WORKS DIRECTOR Signatures _____

FINANCE OFFICE USE ONLY		Approved		Carbon Copy
Date	Initial	Yes	No	
Appropriation Cash Flow				Investment Desk Public Works Engineering Project Manager

- 86. No. PW112503-01 – Approve Change Order No. 01 for Canyon Lake Drive Reconstruction Project No. ST03-817 to Stanley J. Johnsen Concrete Contractor, Inc. for an increase of \$11,854.64.
- 87. No. PW112503-02 – Approve Change Order No. 01(Final) for Centennial Street Reconstruction & Texas Street Reconstruction Project Nos. ST03-919 & ST03-1163 to Hills Materials Company for a decrease of \$375.29.
- 88. No. PW112503-03 – Approve Change Order No. 02 for Miscellaneous Improvements Project No. MIP03-1236 to Stanley J. Johnsen Concrete Contractor, Inc. for an increase of \$4,065.00.
- 89. Table the discussion of subdivision surety issues.
- 92. No. 03TP016 – Approve the Intelligent Transportation System Master Plan for Integration Systems, Final Draft Report.
- 93. No. 03RD009 – Approve the following Resolution for Dan Jennissen for Pennington County naming a 30 foot wide private access easement to Windhaven Drive located 1/2 mile north of East Highway 44 off of Valley Drive.

**RESOLUTION NAMING THE UNNAMED 30 FOOT WIDE
PRIVATE ACCESS EASEMENT WINDHAVEN DRIVE**

BE IT RESOLVED by the City of Rapid City that the unnamed 30 foot wide access easement located adjacent to Lots 1-8 of Lot 4, Marshall Subdivision, Section 5, T1N, R8E, BHM, Pennington County, South Dakota, more generally described as being located north of Homestead Street and west of North Valley Drive be, and is hereby, named Windhaven Drive.

DATED this 1st day of December, 2003.

ATTEST:
s/ James F. Preston
Finance Officer
(SEAL)

CITY OF RAPID CITY
s/ Jim Shaw, Mayor

Legal & Finance Committee Consent Items

- 94. No. LF112403-01 - Authorize Mayor and Finance Officer to sign Release of Right of Way and Quit Claim Deed for 5 Star Real Estate, Inc.
- 96. No. LF112403-04 - Confirm appointment of John Herr to a three year term on Zoning Board of Adjustment.
- 97. No. LF112403-05 - Confirm appointment of Paul Weber and Dennis Hettich to Sign Code Board of Appeals.
- 98. No. LF112403-06 - Confirm appointment of Buzz Hammerquist (Contractor), Milford Kast (Contractor), Duane Lassegard (Propane Supplier) and Steve Malone (Mechanical Engineer) to Mechanical Board; and each to a two year term to expire December 31, 2005.
- 99. No. LF112403-07 - Confirm appointment of George Thompson to fill unexpired term on Mechanical Board representing the natural gas supplier position.
- 100. No. LF112403-08 - Confirm appointment of Louis Schwengler and Bill Lass to fill unexpired terms on Urban Forestry Board.
- 101. No. LF112403-09 - Confirm appointment of Doug Rumpa and reappoint Andrew Hade to Sign Contractor Board.
- 102. No. LF112403-10 - Authorize Mayor and Finance Officer to sign Ground Ambulance Transportation Agreement (Rapid City Regional West Center for Behavioral Health).
- ✓103. No. LF112403-11 - Authorize staff to apply for and accept monies from State of South Dakota for WMD grant in the approximate amount of \$306,000.

**SPECIFICATIONS FOR
One Mass Decontamination Shower System
Rapid City, South Dakota**

Bids will be received at the Rapid City Finance Office, 300 Sixth Street, Rapid City, South Dakota on January, 2004 until 2:00 P.M. for furnishing **One Mass Decontamination Shower System** which shall meet the following specifications:

1 (one) Mass-Decon-101 shower system by Equipment Management Company. Mass decontamination shower system for larger scale incidents. Airshelter can be erected using a breathing air cylinder or supplied pump. Shelter's tubular airframe to be equipped with built in pressure valve to prevent over pressurization. Shower system shall contain at minimum, Airshelter III shelter, anchor stakes, integrated dual shower cabin, Hydrophor water supply pump and related hoses, Hotbox 200 water heater and related hoses, Detergent inducer, Waste pump and related hoses, Waste collection bag and liners, Elevation grids and soft mats, and inflation pump. New equipment to be compatible with existing department equipment.

SCOPE

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

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 **One Mass Decontamination Shower System** will be made BY CHECK, within a reasonable time after receipt and approval of the **One Mass Decontamination Shower System**, 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.

NAME OF BIDDER: _____

ADDRESS: _____

PHONE NO.: (_____) _____ FAX NO.: (_____) _____

e-mail address: _____

Bidder proposes and agrees to and with the City of Rapid City, South Dakota ("City") to furnish **One Mass Decontamination Shower System** at the following price, to-wit:

ITEM NO.	DESCRIPTION	Quantity	UNIT PRICE (numerical)	EXTENDED PRICE (numerical)
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The within proposal and agreement are based upon the conditions, stipulations, and specifications named in the notice inviting bids for said **One Mass Decontamination Shower System** which notice and detailed specifications are made a part of this contract as if written herein at length. The **One Mass Decontamination Shower System** shall be delivered F.O.B., Rapid City Department of Fire & Emergency Services, 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.

NAME OF COMPANY - BIDDER _____

AUTHORIZED SIGNATURE _____

Print Name & Title _____

Address _____

Date _____

BIDDER MUST FILL IN ALL SPACES PROVIDED ABOVE

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

THIS AGREEMENT, made the _____ day of _____, 20____, by and between _____ 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 **One Mass Decontamination Shower System** prepared by the Department of Fire & Emergency Services, 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 RAPID CITY DEPARTMENT OF FIRE & EMERGENCY SERVICES at least fourteen (14) days before the Contract completion date. The City through the Department of Fire & Emergency Services will issue all time extensions.

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:

_____ Dollars (\$ _____)

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.

CONTRACT

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____.

THE CITY OF RAPID CITY, SOUTH DAKOTA

ATTEST:

by _____
Jim Shaw, MAYOR

Jim Preston
City Finance Officer

Date _____

(SEAL)

NAME OF COMPANY

by _____
AUTHORIZED SIGNATURE

Print Name & Title

Address

Date _____