REQUEST FOR BIDS

LIQUID ROAD DE-ICER
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
LIQUID ROAD DE-ICER
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 LIQUID ROAD DE-ICER which shall meet the following specifications:

SCOPE

It is the intent of these specifications to describe LIQUID ROAD DE-ICER in sufficient detail to secure bids on comparable LIQUID ROAD DE-ICER. All parts not specifically mentioned, which are necessary in order to provide LIQUID ROAD DE-ICER 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.

GENERAL CONDITIONS

1) Bidders Information

Each bid envelope shall contain ONLY ONE (1) Bid Proposal and shall be marked with the words "Sealed Bid – LIQUID ROAD DE-ICER ".

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 there of, 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 LIQUID ROAD DE-ICER 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 LIQUID ROAD DE-ICER 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 LIQUID ROAD DE-ICER 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 LIQUID ROAD DE-ICER.

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 LIQUID DE-ICER. 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 LIQUID DE-ICER.

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.
I. General Specifications

Products must meet all of the specifications included herein.

Bidders must submit proof of testing by independent third party laboratories indicating compliance with all specifications contained herein.

1. No bids will be accepted on any products that contain constituent levels in excess of the following total concentration limits. Testing will be in accordance with the listed test methodology listed in AASHTO "Guide for Snow and Ice Control" c.1999, Appendix C-2, Section VI. Maximum constituent levels listed below are stated in milligrams per liter (mg/L).

   Based on a 1:100 Solution

<table>
<thead>
<tr>
<th>Constituent</th>
<th>Limit (mg/L)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Total Phosphorus</td>
<td>25.0 ppm</td>
</tr>
<tr>
<td>B. Cyanide</td>
<td>0.2 ppm</td>
</tr>
<tr>
<td>C. Arsenic</td>
<td>5.0 ppm</td>
</tr>
<tr>
<td>D. Copper</td>
<td>0.2 ppm</td>
</tr>
<tr>
<td>E. Lead</td>
<td>1.0 ppm</td>
</tr>
<tr>
<td>F. Mercury</td>
<td>0.05 ppm</td>
</tr>
<tr>
<td>G. Chromium</td>
<td>0.5 ppm</td>
</tr>
<tr>
<td>H. Cadmium</td>
<td>0.2 ppm</td>
</tr>
<tr>
<td>I. Barium</td>
<td>10.00 ppm</td>
</tr>
<tr>
<td>J. Selenium</td>
<td>5.0 ppm</td>
</tr>
<tr>
<td>K. Zinc</td>
<td>10.0 ppm</td>
</tr>
<tr>
<td>L. Ammonia</td>
<td>5.000 mg/L</td>
</tr>
<tr>
<td>M. PH (1:4 Solution)</td>
<td>6-10</td>
</tr>
</tbody>
</table>

2. All products bid must be shown to be at least 75% less corrosive than sodium chloride as tested in accordance with the National Association of Corrosion Engineers (NACE) Standard TM-OI-69 (1976 rev.) as modified by PNS for deicer testing.

3. The supplier of any product delivered and/or applied that is found to be contaminated with non-specified products and is cause for environmental concerns shall be responsible for all clean-up expenses. This includes but is not limited to all measures as needed to clean up all storage, maintenance, handling and areas of application.

5. The product(s) bid must contain no less than 29% Magnesium Chloride when tested in accordance with Test Method 1 as listed in AASHTO "Guide for Snow and Ice Control" c.1999, Appendix C.

6. Weight per gallon of the products(s) will be established according to the specific gravity and percentage of magnesium chloride contained in the product bid as indicated by the bidder in accordance with Test Method 2 as listed in AASHTO "Guide for Snow and Ice Control" c.1999, Appendix C.
DETAILED SPECIFICATIONS
LIQUID ROAD DE-ICER

7. The corrosion inhibitor utilized will be agriculturally derived. Post adding or splash mixing of corrosion inhibitors or any other ingredients at any location other than the manufacturing or blending facility is unacceptable.

8. The product(s) shall not contain greater than 1.0% (VN) Total Settleable Solids and shall have 99.0% of the solids passing through a Number 10 sieve after being stored at -17.8° C +/- 1° C (0° F +/- 2° F) for 168 hours (seven days) as tested in accordance with Test Method 6 as listed in AASHTO "Guide for Snow and Ice Control" c.1999, Appendix C-2, Section VI.

9. The freeze point of the product shall be -50° F or lower when tested in accordance with ASTM D2386.

10. The resulting solution obtained by mixing the proposed product bid 1:1 with water shall have a freeze point at or below -5 degrees F”.

11. Independent lab tests shall be submitted with the bid to verify compliance with the detailed specifications.

II. Material Order

Orders for material will be made on an As-Needed Basis in quantities of approximately 4,500 gallons each, unless other arrangements are made between the City of Rapid city and the supplier. Material shall be delivered F.O.B. within three (3) calendar days following placement of an order for the specified material.
BIDDER’S PROPOSAL

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 LIQUID ROAD DE-ICER at the following price, to-wit:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Quantity</th>
<th>UNIT PRICE (numerical)</th>
<th>EXTENDED PRICE (numerical)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LIQUID ROAD DE-ICER delivered as per specifications (Per Gal)</td>
<td>10,000</td>
<td>$____________</td>
<td>$___________</td>
</tr>
</tbody>
</table>

(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 LIQUID ROAD DE-ICER, which notice and detailed specifications are made a part of this contract as if written herein at length. The LIQUID ROAD DE-ICER 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.

NAME OF COMPANY - BIDDER

AUTHORIZED SIGNATURE

Print Name & Title

Address

Date

BIDDER MUST FILL IN ALL SPACES PROVIDED ABOVE
BIDDER’S PROPOSAL

EXPLANATION OF DEVIATIONS AND VARIATIONS OF SPECIFICATIONS/BID OPTIONS

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(If needed, use separate sheet and attach to BIDDER’S PROPOSAL)
CONTRACT FOR
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 LIQUID ROAD DE-
ICER 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.

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Dated</th>
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</thead>
<tbody>
<tr>
<td>____________</td>
<td>___________</td>
</tr>
</tbody>
</table>

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:

_____________________________________________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.
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.

THE CITY OF RAPID CITY, SOUTH DAKOTA

ATTEST:

__________________________________________
City Finance Officer

Date_________________________________

(SEAL)

__________________________________________
NAME OF COMPANY

by________________________________________
AUTHORIZED SIGNATURE

Print Name & Title

__________________________________________
Address

Date_________________________________