

REQUEST FOR PROPOSALS

2017-2018 Annual Highway Materials

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Proposals Due: March 8, 2017



2124 E. 60th Street North, Sioux Falls, SD 57104
Strong Foundation. Strong Future.
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P: (605)367-4316
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minnehahacounty.org



Notice to Bidders

Minnehaha County Highway Department requests formal proposals (bids) for "2017-2018 Annual Highway Materials".

These contracts consist of furnishing specified materials for the annual term of the contract, generally including:

- No. 1—Medium-Curing Cutback Asphalt (MC-70)
- No. 2—Hot Mix Asphalt (HMA) Concrete Pavement
- No. 3—Snow Plow and Motor Grader Blade Cutting Edges
- No. 4—Abrasive Salt Mixture (Salt Sand)
- No. 5—Rock Salt and Transportation

Sealed proposals shall be received by Minnehaha County Auditor's Office, 415 N Dakota Avenue, Sioux Falls, SD 57104, not later than **10:15 a.m. Wednesday, March 8th, 2017**. **Formal Proposals (Bids) shall be publicly opened and read at the Auditor's Office at 10:30am.**

Specifications and proposal forms that must be used are available at Minnehaha County Highway Department located at 2124 E 60th Street North, Sioux Falls, SD 57103. Formal Proposals (Bids) submitted on forms other than the proposal supplied by the Minnehaha County Highway Department will be irregular and will not be considered.

Minnehaha County reserves the right to reject any or all formal Proposals (Bids), waive technicalities, and make award(s) as deemed to be in the best interest of the county.

Publish:

Argus Leader on February 20th, and February 27th
Brandon Valley Challenger on February 22nd
Dell Rapids Tribune on February 22nd

Instructions to Bidders

Supplies, Equipment, Materials, or Services

1. Purpose

The purpose of this request is to provide Minnehaha County with multiple contracts for the purchase of supplies, equipment, materials, or services as specified herein.

2. Instructions to Bidders

- a. Thoroughly examine the drawings, specifications, schedule, instructions, and all other solicitation documents.
- b. Make all investigations necessary to be familiar with conditions that affect the bid, such as, but not limited to, plant and facilities for delivery of material and equipment. No plea of ignorance by the bidder as a result of failure to investigate or examine conditions or failure to fulfill details of the contractual documents will be accepted as basis for varying the requirements of the County or changing the compensations due.
- c. Provide all required information on the forms furnished. Print or type name on bid and manually sign all copies in the space and on the forms provided. Telegraphic, fax, email, and online responses **Will Not Be Accepted** unless specifically authorized in the terms and conditions of the solicitation. If you obtained this solicitation by Internet posting, your response shall not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, such an act is deemed to offer or affirms that no alteration of any kind has been made to this solicitation.
- d. Provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.
- e. Show your proposed delivery time (ARO days). Include weekends and holidays in counting days or months.
- f. Do not include sales taxes as the County is exempt from payment of these taxes.
- g. **All prices quoted are to be FOB destination**, Minnehaha County Highway Department, Sioux Falls, South Dakota. Only FOB destination bids will be considered unless otherwise specified within special provisions per item bid.
- h. Use and/or excise taxes may apply to this contract and if so shall be the responsibility of the bidder. Bidders are encouraged to contact the South Dakota Department of Revenue for additional information on collection and reporting requirements. Contractors and subcontractors shall include any applicable tax in their bid price for each item.

- i. All bids must be current and final at the time of opening in order to be considered responsive.

3. Bidder's Certifications/Agreements

- a. You certify that you are a duly qualified, capable, and otherwise bondable business entity.
- b. You warrant that all applicable patents and copyrights which exist on items bid have been adhered to and further, you warrant the County shall not be liable for any infringement of those rights. Such rights granted to the County shall apply for the duration of the contract or for the life of the equipment or supplies purchased. County agrees not to sell, convey, barter, or otherwise extend the use or exclusive right granted herein to anyone other than County employees for official use as described in this contract. County will not knowingly or intentionally violate any patent, license, or copyrights applicable to items sold hereunder.
- c. You certify that any substitute brand or item bid upon matches the performance and essential characteristics of the item in the specifications and agree to replace it in the event it does not conform. All information, brochures, specifications, etc., necessary to determine the alternate item conforms to that stated in the specifications must be submitted with each offer. Substitution of a specified brand does not guarantee acceptance by the County.
- d. You warrant the offered price will be held firm and subject to acceptance by the County for a period of thirty (30) calendar days from the opening date, thence one year from the date the contract is executed.
- e. You affirm that any response has not included any preparation in collusion with any other bidder, and that the contents of any response as to prices, terms, or conditions of said response have not been communicated in any manner to any other person engaged in this type of business prior to the official opening of this solicitation.

4. Contract Period

Supply of annual materials will be solicited yearly, typically occurring between February and March. Previous years' bids will be utilized until that new year's proposals are approved by Minnehaha County Board of Commissioners. The equipment/supplies will be available for purchase for a one-year contract period as referenced from the date the bid was awarded.

5. Completing the Bid Proposal Form

All proposals (bids) must be made on the forms provided by the County. Information shall be typed or printed in ink. Erasures and/or corrections must be initialed by the preparer. Each bid proposal must be signed in ink by the bidder or authorized officer.

6. Quality and Brand

The specifications included herein are the minimum specifications for each product. Bidder shall indicate brand names of products to be supplied. Any material delivered that does not meet or exceed the specifications as awarded will be rejected.

7. Alternate Products

Bid proposals are invited on products equal or superior to the minimum specifications set out herein. Complete product literature must be provided for any alternates proposed. The County shall determine the suitability of any proposed alternates.

8. Price Discrepancies

Any discrepancies between the bid unit price and extension shall be resolved in favor of the unit price.

9. Local Preference

By virtue of statutory authority, preference will be given to materials, products, and supplies found or produced within the state of South Dakota. Bidders residing in South Dakota shall be allowed a preference over the bid proposal of any bidder from any other state enforcing or having a preference for resident bidders, equal to such preference.

10. Conflicting Federal Rules Govern on Subsidized Projects

The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge or governing use and payment of such federal funds. Bid awards when federal funds are involved must be made to the lowest responsive and responsible bidder without regard to state preferential bid provisions.

11. Envelope

Each bid proposal must be sealed and submitted in or under the cover of an envelope. All bids must be identified with the bid number or description and date of opening to be considered valid. Any bid submitted without identifying the bid number/description and date of opening may be subject to being opened prior to or after the public bid opening. Any bid so opened shall be rejected and returned to the bidder without further consideration. Descriptive literature, if required, may be submitted in the bid envelope with bid documents or a separate envelope. If in a separate envelope, the lower left corner of that envelope shall be identified as "Literature for Bid Request" and the Bid Request number. No prices shall be quoted on the literature.

12. Bid Guaranty

Each bid of \$25,000 or greater must be accompanied by a bid bond, certified check, cashier's check, or bank draft in the amount of \$500. All bid guaranties shall be made payable to Minnehaha County. Bonds shall be issued by a surety authorized to do business in this state. Checks shall be certified or issued by a state or national bank. Bid guaranties of unsuccessful bidders shall be returned within 30 calendar days of the bid opening. **Bid guaranties other than those mentioned will not be accepted by Minnehaha County.** Bid guaranty of the successful bidder

shall be retained until the contract is executed and a performance guaranty (if applicable) has been submitted. Should a successful bidder fail to enter into contract, the bid guaranty shall be forfeited to the County to compensate the administrative expenses of making a re-award or issuing a new request.

13. Method of Award

This request will be awarded within thirty (30) days of the bid opening by written notice to the lowest responsive and responsible bidders whose bid proposal meets the requirements and criteria set forth in the invitation for bids. (All items must be bid per proposal.) **Minnehaha County reserves the right to reject any or all bid proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the County.**

14. Quantities

The quantity indicated for each item in the specifications represents the County's best presumption of total quantity needed in one year and is only an estimate. The County reserves the right to order less or more as dictated by actual needs. A minimum or maximum order is neither guaranteed nor implied.

15. Firm Prices and Timeliness

Unit prices, along with other conditions as stated herein—including time of performance, awarded shall remain firm for the entire contract period.

16. Orders, Invoices, and Payments

Purchase Orders or government procurement cards will be issued/used at time of award and/or throughout the contract period for actual quantities ordered. Invoices or packing slips shall be submitted to the bill address indicated on each order. Payments shall be processed upon receipt of correct invoice (or normal procurement card process) after receipt and acceptance of each delivery.

17. Questions

All questions shall be directed to the Minnehaha County Highway Department, 2124 E. 60th Street North, Sioux Falls, South Dakota 57104; telephone 605-367-4316. If the County deems it of general interest, the answer shall be issued in written addendum to each vendor that has been sent a bid request.

18. Withdrawal of Bids

A bid may be withdrawn by the bidder by letter, telegram, facsimile, or in person before the time set for the opening of bids. No bid shall be withdrawn for a period of 30 (thirty) days after the bid opening.

19. Federal Tax ID Number

Each bidder shall state its Federal Tax Identification Number on the line provided on the bid form. The County is required to report to IRS on Form 1099 all payments involving labor or services provided by vendors, and lack of this number may delay contract payments until the number is provided.

20. Bid Results

Results of bid openings will be available on the following Tuesday from the Auditor's Office. After an award has been made and signed by the County Commission Chairman, all bid proposals and related information will be on file in the Minnehaha County Auditor's Office for public review. All formal and informal notifications of bid awards will be done by the Minnehaha County Highway Department. **Bid proposal results are available via the Internet at www.minnehahacounty.org.**

21. Non-appropriation of Funds

In the event funds are not budgeted or appropriated for any fiscal year, purchases under this contract shall impose no obligation on Minnehaha County and shall become null and void except as to the purchases agreed upon for which funds have been appropriated or budgeted, and no right of action or damage shall accrue to the benefit of the bidder/contractor, its successors or assignees, for any further payments.

22. Right to Protest

Any bidder who is aggrieved in connection with the award of a contract may protest. The protesting bidder shall file a written statement with the Auditor's Office during normal business hours, within seven calendar days of the date the County Commission Chairman signed the bid award document.

23. Addendum

Changes to the specifications and/or special provisions will be issued by addendum and sent to vendors on the bidder's list. If a bidder downloads from the Minnehaha County web page, it is the bidder's responsibility to visit the County's Notice to Bidders web page prior to the opening date to download any addendum(s) issued. The bidder shall deliver the addendum to the Auditor's Office per the instructions on the document.

24. Entering into Contract

After receiving notice of a contract award, the successful bidder shall enter into a contract with the County within the time specified in the invitation for bid proposals. If any bidder fails to timely enter into the contract, the contract may be awarded to the next lowest bidder unless all bids or proposals are rejected. The defaulting bidder shall be responsible for the difference in price.

25. Recovery from Defaulting Bidder

If any successful bidder fails to fulfill the conditions of an awarded contract, the County may proceed to recover from the defaulting party whatever damages may have been sustained as a result of the default. The County shall have all remedies provided in the contract and provided by law.

26. Disallowance of Noncomplying Bid or Offer, Contracts in Violation Void

Any bidder who fails to comply with the provisions of SDCL 5-18A, 5-18B, 5-18C, and 5-18D, or who provides any false information in the submission of any bid or offer is subject to having their bid or offer disallowed by the County. Any contract entered into in violation of SDCL 5-18A, 5-18B, 5-18C, and 5-18D is null and void.

Special Provisions

2017-2018 Annual Highway Materials

1. General

The following Special Provisions supplement the "South Dakota Department of Transportation Standard Specifications for Roads and Bridges, (current edition)". In the case of conflict with any part, or parts, of said specifications, these Special Provisions shall take precedence and shall govern.

2. Prices

Prices quoted shall be effective for one year from the bid award date. Quotation quantities must be quoted in the same unit of measure as shown on the Proposal Forms and on any invoices once a contract has been executed.

3. Quantities

Guaranteed minimum or maximum quantities of materials ordered by Minnehaha County are neither expressed nor implied. An average use or estimated quantity is included for bidding purposes only as shown throughout this solicitation for bid proposals. Vendors are hereby notified that the County reserves the right to order only such quantities of material as may be required during the contract period. **No material shall be shipped except by specific order by the Minnehaha County Highway Superintendent or their authorized agent.**

4. Bidding

Vendors may elect to submit quotations on any number of Proposal Forms. Only completed Proposal Forms shall be returned.

5. Basis for Payment

The Bid Items will be paid for at the contract unit price noted. The contract unit price shall include all cost for labor, equipment, materials, testing, delivery, and all incidentals required to furnish the material according to these specifications.

Proposal No. 1

Medium-Curing Cutback Asphalt (MC-70)

Product Specification:

Section 890 of SDDOT Standard Specifications for Road and Bridges (current edition) as referenced to AASHTO M82.

Estimated Quantity:

15,000 gallons (53 ton) more or less; unit bid price per ton

Delivery:

Vendor Delivery of full transport load; F.O.B. Minnehaha County Highway Department, 2124 E. 60th St. N., Sioux Falls, SD 57104

Basis for Payment:

The Medium-Curing Cutback Asphalt will be paid for at the contract unit price bid per ton. The contract unit bid price shall include all cost for labor, equipment, materials, testing, delivery, pumping, tipping fees, and other fees related to delivery and all incidentals required to furnish the material according to these specifications.

Questions:

For questions regarding this proposal, please contact Shannon R. Schultz, 367-4316.

**Proposal No. 1
Medium-Curing Cutback Asphalt (MC-70)
PROPOSAL FORM and CONTRACT**

Sealed bids shall be received by Minnehaha County Auditor's Office, 415 N. Dakota Avenue, Sioux Falls, SD 57104, not later than 10:15 a.m., Wednesday, March 8th, 2017. Bids shall be publicly opened and read at the Auditor's Office at 10:30 a.m.

The undersigned shall, if awarded this contract, make available to Minnehaha County, the following items in accordance with the conditions, specifications, and requirements as set out in the bid proposal request and this response.

Item No.	Description	Estimated Annual Qty.	Unit Price	Total Bid Price
1	Medium-Curing Cutback Asphalt (MC-70); Delivered	53 Ton	\$_____	\$_____

The bid includes all local, state, and federal taxes that would affect the amount of the bid.

The undersigned acknowledges receipt of the following addenda to the plans and/or specifications (give number and date of each):

ADDENDUM NO. _____
 DATED: _____

If awarded this request, the bidder's signature on this Proposal Form and Contract is the bidder's contractual signature and when included with the Commission Chairman signature and delivered to the successful bidder shall become a binding contract to furnish the awarded item(s).

Signature of Bidder _____

Typed/Printed Name and Title _____

Company Name _____

Address _____

Email Address _____

Telephone _____ Fax _____

Federal Tax ID _____ SD Sales Tax Permit No. _____

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which shall be deemed an original on the date first above written.

OWNER:
MINNEHAHA COUNTY of SOUTH DAKOTA

(Name)

(Title)

_____ (Date)

(SEAL)

ATTEST:

Olivia Larson Date
Commission Recorder

Proposal No. 2 Hot Mix Asphalt (HMA) Concrete Pavement

Product Specification:

HMA shall conform to the SDDOT Standard Specifications for Road and Bridges for Class G asphalt concrete except as modified in this document.

Materials:

- A. Aggregate:** Aggregate shall conform to the SDDOT Specifications for Class G, Asphalt Concrete. Recycled Asphalt Materials (RAM) shall conform to the requirements specified in this document. The top lift shall conform to Class G-2 for the mineral aggregate specifications. All lower lift(s) shall conform to Class G-1 or G-2 as ordered by the County.

The supplier is required to run daily production control samples on the aggregate material. All production control test results shall be made available to the County upon request.

- a. **Recycled Asphalt Pavement (RAP)** may only include Recycled Asphalt Pavement (RAP) as specified in this document. RAP may be included up to a maximum of 20 percent of the total weight of mixture as defined in the following paragraphs. Either a representative RAP sample shall be sent into the laboratory designated by the Engineer for material classification, or, a certification statement from a qualified laboratory shall be submitted along with the bid which provides the following information: Extracted Asphalt Binder Content, gradation, and G_{mm} (Maximum Specific Gravity).
- b. RAP stockpiles containing concrete chunks, grass, dirt, wood, metal, coal tar, or other foreign or environmentally restricted materials shall not be used.
- c. **Asphalt Binder:** The asphalt binder used in the mixture shall be Performance Graded AASHTO Designation PG58-28 or PG64-22 and shall conform to the current SDDOT Specifications, Section 890.

The ratio of added new asphalt binder to total asphalt binder (including binder from RAP) shall be 70% or greater.

$$\frac{\text{Added Binder}}{\text{Total Binder}} \times 100 \geq 70$$

The job mix formula should report the percent new asphalt binder, percent binder from RAP.

B. CONSTRUCTION REQUIREMENTS:

Supplier shall load mix into County trucks, which should be considered incidental to the unit price per ton of HMA. Supplier may be required to provide HMA outside of regular production hours with a minimum of a one-week notice from the County. Although, in the event of an emergency, the County may not be able to comply with this one-week minimum advanced notice.

C. METHOD OF ACCEPTANCE AND MEASUREMENT:

The supplier shall furnish a job mix formula for approval prior to contract award. All job mix designs shall have a laboratory designation corresponding to the type of asphalt concrete mix. Designation should include binder type and any recycled asphalt materials in the mix.

An example designation is "PG58-28 10% RAP". This designation should be printed on all weigh tickets corresponding to the mix design used.

Certificates of compliance from the refinery will be required on the performance graded asphalt binder. The County may accept the mixture on the basis of the job mix formula, certificates of compliance and visual inspection or may test the mixture for specification compliance. All production processes and materials supplied on this contract shall be subject to inspection by County staff. Materials not meeting specification will be rejected and replaced at the supplier's expense.

The previously mentioned documents shall be submitted to the County for approval prior to asphalt production. Documents should be submitted to:

Shannon R. Schultz, P.E.
Assistant Highway Superintendant
sschultz@minnehahacounty.org
605-367-4316

D. BASIS OF PAYMENT:

The Hot Mix Asphalt will be paid for at the contract unit price per ton. The contract unit price of HMA shall include all cost for labor, equipment, materials, testing, and all incidentals required to furnish the HMA mix according to these specifications.

**Proposal No. 2
Hot Mix Asphalt (HMA) Concrete Pavement
PROPOSAL FORM and CONTRACT**

Sealed bids shall be received by Minnehaha County Auditor's Office, 415 N. Dakota Avenue, Sioux Falls, SD 57104, not later than 10:15 a.m., Wednesday, March 8th, 2017. Bids shall be publicly opened and read at the Auditor's Office at 10:30 a.m.

The undersigned shall, if awarded this contract, make available to Minnehaha County, the following items in accordance with the conditions, specifications, and requirements as set out in the bid request and this response.

BID SCHEDULE

Item No.	Description	Estimated Annual Qty.	Unit Price	Total Bid Price
2	Hot Mix Asphalt; Class G	14,000 Ton	\$_____	\$_____

The bid includes all local, state, and federal taxes that would affect the amount of the bid.

The undersigned acknowledges receipt of the following addenda to the plans and/or specifications (give number and date of each):

ADDENDUM NO. _____
 DATED: _____

If awarded this request, the bidder's signature on this Proposal Form and Contract is the bidder's contractual signature and when included with the Commission Chairman signature and delivered to the successful bidder shall become a binding contract to furnish the awarded item(s).

Signature of Bidder _____

Typed/Printed Name and Title _____

Company Name _____

Address _____

Email Address _____

Telephone _____ Fax _____

Federal Tax ID _____ SD Sales Tax Permit No. _____

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which shall be deemed an original on the date first above written.

OWNER:
MINNEHAHA COUNTY of SOUTH DAKOTA

(Name)

(Title)

_____ (Date)

(SEAL)

ATTEST:

Olivia Larson Date
Commission Recorder

Proposal No. 3

Snow Plow and Motor Grader Blade Cutting Edges & Excavator Bucket Wear Items

Product Specification :

Snow Plow and Motor Grader Blade Cutting Edges: All blades are to be punched (5/8th) countersunk holes, 1 1/2" from the top with 12" spacing and double holes on each end. Bidding Cutting edges other than the reference part number must show that their products have the same dimension, and are of equal, or greater quality.

Excavator Bucket Wear Items: As specified on bid form or approved equal. If wear items other than those specified on bid form are to be used, supplier must provide the reference part number and manufacturer and material specifications that their products have the same dimension, and are of equal, or greater quality.

Delivery:

The prices shall be for materials delivered F.O.B. Minnehaha County Highway Department, 2124 E. 60th St. N., Sioux Falls, SD 57104.

For Snow Plow and Motor Grader Blade Cutting Edges, orders are to be based on quantities of 10,000 pounds, and shall be shipped within 60 calendar days from the date of purchase order. An additional 15 calendar days will be allowed for back-order items when notification is given in writing, to the ordering agency that the items are not available for immediate delivery. Orders delivered late shall be subject to a 5% penalty.

For Excavator Bucket Wear Items, orders are to be based as shown on bid form. Minnehaha County will order these items individually or separately from the cutting edges and will not necessarily be part of a 10,000 pound minimum order along with the plow edges.

Questions:

For questions regarding this proposal, please contact Tom Peterson, 367-4316.

Proposal No. 3 Snow Plow and Motor Grader Blade Cutting Edges PROPOSAL FORM and CONTRACT

Sealed bids shall be received by Minnehaha County Auditor's Office, 415 N. Dakota Avenue, Sioux Falls, SD 57104, not later than 10:15 a.m., Wednesday, March 8th, 2017. Bids shall be publicly opened and read at the Auditor's Office at 10:30 a.m.

The undersigned shall, if awarded this contract, make available to Minnehaha County, the following items in accordance with the conditions, specifications, and requirements as set out in the bid request and this response.

Item No.	Item Description	Unit Cost
3.1	Cutting Edges Part No. 8544-800 or BB20297: Special 5/8" x 8" x 96" High Carbon Steel to fit Falls and Monroe Wing Models with left corner clipped 45°	Per LF
3.2	Cutting Edges Part No. 6644-40100, PB-248, or CB15083: Special 3/4" x 6" x 48" with holes 1 1/2" from top, squared top edge blade; Full-length carbide insert	Per LF
3.3	Cutting Edges Part No. PB-748H, CICT54844, or CB15216: Special 7/8" x 5" x 48" top beveled blade with full-length carbide insert	Per LF
3.4	Cutting Edges Part No. PB736H, CICT753644, CB15217: Special 7/8" x 5" x 36" top beveled blade with full-length carbide insert	Per LF
3.5	Cutting Edges Part No. 1645-709: Special 3/4" x 8" x 84" heat-treated steel	Per LF
3.6	Cutting Edges Part No. 6644-603 or X312703: Special 3/4" x 6" x 72" flame hardened	Per LF
3.7	Cutting Edge part No. 8544-1000 Special 5/8" x 8" x 120" High carbon steel to fit Monroe 10' wing with left corner clipped 45 degrees.	Per LF
3.8	Exc. Bucket Teeth – Esco ESV39SYL	Each
3.9	Exc. Bucket Tooth Pin – Esco ESV39PN	Each
3.10	Exc. Bucket Side Wear Bar – Right Esco TI557AHX	Each
3.11	Exc. Bucket Side Wear Bar – Left Esco TI556AHX	Each

The bid includes all local, state, and federal taxes that would affect the amount of the bid.

The undersigned acknowledges receipt of the following addenda to the plans and/or specifications (give number and date of each):

ADDENDUM NO. _____

DATED: _____

If awarded this request, the bidder's signature on this Proposal Form and Contract is the bidder's contractual signature and when included with the Commission Chairman signature and delivered to the successful bidder shall become a binding contract to furnish the awarded item(s).

Signature of Bidder _____

Typed/Printed Name and Title _____

Company Name _____

Address _____

Email Address _____

Telephone _____ Fax _____

Federal Tax ID _____ SD Sales Tax Permit No. _____

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which shall be deemed an original on the date first above written.

OWNER:
MINNEHAHA COUNTY of SOUTH DAKOTA

(Name)

(Title)

_____ (Date)

(SEAL)

ATTEST:

Olivia Larson Date
Commission Recorder

Proposal No. 4 Abrasive and Salt Mixture (Salt Sand)

Product Specification :

Passing 3/8 sieve	100%;
Passing No.4 sieve	92-100%;
Passing No.10 sieve	75-100%;
Passing No.40 sieve	15-45%;
Passing No. 200 sieve	0-5%
Liquid limit	0-26%
Plasticity Index	0-3%

Supplier will be required to furnish a gradation test after awarded the bid.

Supplier will be required to load and weigh the material and furnish the weigh tickets.

Supplier will be required to furnish and thoroughly mix in the proportion of 700 lbs of sand with 300 lbs of Rock Salt per total 1000 lbs ordered yielding a 70%/30% blend of sand and Rock Salt (Salt specifications can be obtained from the Minnehaha County Highway Department.) Weights shown are assumed to reflect dry weight.

Supplier will be required to store material on his/her premises. The location of the material pile must be indicated on the proposal.

The County will haul the material. It is the intent that the County will store enough material on their grounds to cover normal operations. However, the County must have accessibility to the stockpile on weekends, holidays and nighttime hours in case of emergency needs. (The cost of a loader operator and loader will be included in the bid price of the Salt Sand)

The Supplier must guarantee a minimum of 1,000 Tons of Material available for the County at all times.

Delivery:

Item 1: The prices shall be for materials delivered F.O.B. Minnehaha County Highway Department, 2124 E. 60th St. N., Sioux Falls, SD 57104.

Item 2: The prices shall be for materials loaded onto County trucks at the vendor's stockpile location. The location shall be noted on the Proposal Form.

**Proposal No. 4
Abrasive and Salt Mixture (Salt Sand)
PROPOSAL FORM and CONTRACT**

Sealed bids shall be received by Minnehaha County Auditor's Office, 415 N. Dakota Avenue, Sioux Falls, SD 57104, not later than 10:15 a.m., Wednesday, March 8th, 2017. Bids shall be publicly opened and read at the Auditor's Office at 10:30 a.m.

The undersigned shall, if awarded this contract, make available to Minnehaha County, the following items in accordance with the conditions, specifications, and requirements as set out in the bid request and this response.

Quantity	Item No.	Item Description	Unit Cost
2,500 Tons Total (more or less)	4.1	Salt Sand (F.O.B. Highway Department)	Per ton
	4.2	Salt Sand (Loaded on County trucks at vendor stockpile)	Per ton

Stockpile Location: _____

The bid includes all local, state, and federal taxes that would affect the amount of the bid.

The undersigned acknowledges receipt of the following addenda to the plans and/or specifications (give number and date of each):

ADDENDUM NO. _____

DATED: _____

If awarded this request, the bidder's signature on this Proposal Form and Contract is the bidder's contractual signature and when included with the Commission Chairman signature and delivered to the successful bidder shall become a binding contract to furnish the awarded item(s).

Signature of Bidder _____

Typed/Printed Name and Title _____

Company Name _____

Address _____

Email Address _____

Telephone _____ Fax _____

Federal Tax ID _____ SD Sales Tax Permit No. _____

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which shall be deemed an original on the date first above written.

OWNER:
MINNEHAHA COUNTY of SOUTH DAKOTA

(Name)

(Title)

_____ (Date)

(SEAL)

ATTEST:

Olivia Larson Date
Commission Recorder

Proposal No. 5

Rock Salt and Transportation

General:

Minnehaha County is requesting bid proposals for rock salt and transportation. All salt is to be delivered to the Highway Department at 2124 East 60th Street North, Sioux Falls, SD, in hopper bottom trucks.

Conditions:

Delivery must be able to be within (7) days after the receipt of a purchase order. All deliveries shall be accompanied by a weigh ticket showing the gross and net weight of the load. The weigh ticket must be signed by a Highway Department employee in order for payment to be made.

The Highway Department accepts deliveries only during normal business hours.

This contract will be awarded to one contractor who will deliver all ordered rock salt. On average, Minnehaha County uses approximately 6,000 tons of salt each winter season. The County may purchase up to 6,000 tons of salt throughout the period of this contract from the awarded bidder. A letter from the salt mine must accompany your bid to guarantee a minimum supply of 6,000 tons of salt for Minnehaha County. It is recognized and understood by all parties that the County may order more salt or less salt from the contractor based on usage and weather conditions.

If the awarded contractor is unable to deliver salt due to salt mine allocations or inclement weather, the County reserves the right to book loads with other contractors in order to meet the needs of the County.

The awarded contractor shall have the ability to deliver **a minimum of 15 loads per week** when the mine is operating under limited allocations. Failure to deliver is cause for the cancellation of the contract.

Storage:

The County has a total of 6,000 tons of storage available for salt.

Material Specifications:

Chemical Composition:

- Sodium Chloride (NaCL) content shall be no less than 95.0 percent.
- Salt must meet ASTM D632 Specifications for Sodium Chloride Type 1, Grade 1.

Gradation:

The rock salt shall comply with the following gradation requirements:

Sieve Size	Percent Passing (By weight)
1/2" (12.50 mm)	100
3/8" (9.50 mm)	95-100
No. 4 (4.75 mm)	20-90
No. 8 (2.36 mm)	10-60
No. 30 (0.600 mm)	0-15

Basis of Acceptance:

Rock salt furnished under this contract will be accepted on the basis of the producer certifying in writing that the salt will be in compliance with the specifications for the duration of the contract period.

- The letter of certification must be furnished upon notification of award within seven (7) days.
- The certification must be on the producer's letterhead, signed by the producer's representative.

Basis of Payment:

Random sampling of material will be done and if material is found to be low salt content or out of graduation range, a charge of 20 percent of the per ton price will be deducted from the current invoices.

- Sampling and testing will be done by a private testing agency in accordance with ASTM D632.
- The final decision of acceptance resides with the Minnehaha County Highway Department.

Fuel Cost Adjustments—Compensation adjustments for the costs of motor fuels will be determined by the County in accordance with the following provisions:

The County will base the price change on a weekly average, to the nearest hundredth of a dollar (\$0.01) using DOT Maintenance Materials rounding procedures, of the "Weekly Retail On-Highway Diesel Prices" for "All Types" using Midwest Prices as reported in the Energy Information Administration (EIA) of the U.S. Department of Energy weekly publication or website: <http://tonto.eia.gov/petroleum/gasdiesel> (Midwest No. 2 Diesel) A four-week average will be used for months having four Mondays and a five-week average will be used for months having five Mondays.

The amended contract price will be reviewed monthly during the last week of the month by Highway Department, therefore initiating a new contract price effective for deliveries made the following month. Should fuel prices increase or decrease beyond 10 percent from the base price of **\$2.49** (February, 2017 price) as determined from the EIA publication, the contract price will be amended as follows:

Transportation Cost Calculation:

A base price of \$29.00/ton has been assumed for salt materials. The transportation cost for the material will be the difference between the bid price per location for the material and the material cost of \$29.00/ton.

Example: The bid price of salt is \$70.00/ton. The transportation cost would be \$70.00 - \$29.00 or \$41.00/ton.

Percentage Adjustment Calculation:

The current four- or five-week average fuel price will be compared to the published amount. If difference in the price is over/under 10 percent, the transportation cost will be adjusted by the percentage difference.

Example:

The current average fuel price, rounded to the nearest hundredth of a dollar, is \$2.89/gallon and the published price is \$2.49/gallon.

The change in fuel cost is \$0.40 ($\$2.89 - \$2.49 = \0.40), which would be an increase of 16.1% ($\$0.40 / \2.49).

The cost increase applied to the contract price would be 6.1% ($16.1\% \div 10\%$) times the transportation cost ($\$41.00 \times 6.1\% = \$2.50/\text{ton increase}$).

Thus, the amended contract price for the following month would be \$43.50/ton ($\$41.00 + \2.50).

The same calculations would hold true if the cost of fuel were to fall more than 10 percent below the published price.

**Proposal No. 5
Rock Salt and Transportation
PROPOSAL FORM and CONTRACT**

Sealed bids shall be received by Minnehaha County Auditor's Office, 415 N. Dakota Avenue, Sioux Falls, SD 57104, not later than 10:15 a.m., Wednesday, March 8th, 2017. Bids shall be publicly opened and read at the Auditor's Office at 10:30 a.m.

The undersigned shall, if awarded this contract, make available to Minnehaha County, the following items in accordance with the conditions, specifications, and requirements as set out in the bid request and this response.

Quantity	Item No.	Item Description	Unit Cost
6,000 Tons Total (more or less)	1	Base price of Rock Salt	Per ton
	2	Transportation to Highway Department	Per ton

Total Price Per Ton \$ _____ Per ton

Total Bid Price = \$/ton x 6,000 ton \$ _____

The bid includes all local, state, and federal taxes that would affect the amount of the bid.

The undersigned acknowledges receipt of the following addenda to the plans and/or specifications (give number and date of each):

ADDENDUM NO. _____

DATED: _____

If awarded this request, the bidder's signature on this Proposal Form and Contract is the bidder's contractual signature and when included with the Commission Chairman signature and delivered to the successful bidder shall become a binding contract to furnish the awarded item(s).

Signature of Bidder _____

Typed/Printed Name and Title _____

Company Name _____

Address _____

Email Address _____

Telephone _____ Fax _____

Federal Tax ID _____ SD Sales Tax Permit No. _____

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which shall be deemed an original on the date first above written.

OWNER:
MINNEHAHA COUNTY of SOUTH DAKOTA

(Name)

(Title)

_____ (Date)

(SEAL)

ATTEST:

Olivia Larson Date
Commission Recorder