

THE MONUMENT

**REQUEST
FOR BID**

WATER BARRIER

FOR

**THE MONUMENT
444 Mt Rushmore Road North
Rapid City, SD 57701
605 394 4115**

October 9, 2021

**NOTICE FOR BIDS
FOR
WATER BARRIER
FOR
THE MONUMENT
Rapid City, South Dakota**

Notice is hereby given that sealed bids will be received by the Board of Directors of THE MONUMENT, Rapid City, South Dakota, ***until 2:00 PM, FRIDAY, OCTOBER 22, 2021***, at THE MONUMENT Administrative Office, 444 Mt. Rushmore Road North, Rapid City, South Dakota, 57701, and will be publicly opened and read for the purchase of ***WATER BARRIER*** for THE MONUMENT. All proposals shall be made on the forms furnished by THE MONUMENT.

Specifications may be obtained at THE MONUMENT Office, Attn: Tracy Heitsch, 444 Mt. Rushmore Road North, Rapid City, South Dakota, 57701, (605 394 4115) or tracyh@themonument.live or at the following links
<https://www.rcgov.org/how-to/how-to-do-business-with-rapid-city/bids-contract-opportunities-160.html>
<http://www.themonument.live/bids>

Tracy Heitsch
The Monument
Director of Finance

**SPECIFICATIONS FOR
WATER BARRIER
Rapid City, South Dakota**

Bids will be received at THE MONUMENT Administrative Office, 444 Mt Rushmore Rd North, Rapid City, South Dakota until FRIDAY, OCTOBER 22, 2021 until 2:00 P.M. for furnishing *WATER BARRIER* which shall meet the following specifications:

SCOPE

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

The Monument'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 Monument 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 *WATER BARRIER* to be furnished.

GENERAL CONDITIONS

1) Bidders Information

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

Bids submitted by mail, express courier, or common carrier cannot be accepted unless received in The Monument Administrative Office prior to the time for the scheduled bid opening. Bids submitted by fax or email cannot be accepted.

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

To the extent required by statute, preference will be given to resident bidders pursuant to SDCL 5-18A-26.

The Monument reserves the right to reject all bids. Generally the lowest responsible bid 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 5-18A to 5-18D or the low bid is withdrawn after the bid opening, the bid of the next lowest responsible bidder may be accepted. However, to the extent allowed by law The Monument reserves the right to accept the bid that is to the advantage of and is in the best interest of The Monument and the City of Rapid City.

Payment will be made BY CHECK within a reasonable time after receipt and approval of the *WATER BARRIER*, receipt of a City claim, and approval by The Monument Board of Directors.

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 *WATER BARRIER* is to be complete and ready for use intended and delivered F.O.B., THE MONUMENT, 444 Mt Rushmore Rd North, Rapid City, South Dakota, 57701.

DETAILED SPECIFICATIONS
WATER BARRIER

OTW or equal brand. Substantially equivalent products to OTW will be considered for award, and the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

Size Minimum: 42" H x 72" L x 24" W

Shape: Jersey

Color: White

Weight: 75 lbs – Full of water: approximately 1300 lbs

Rating: TL-3 Longitudinal Channelizing Device

Product should be approved by the National Cooperative Highway Research Program (NCHRP) 350 standard for Longitudinal Channelizing Device (LCD) at Test Level 3 (TL-3) criteria for use in high speed construction zones.

Product should be the interlocking design requiring no additional hardware or parts. Barricade to allow for water ballast expansion in freezing conditions. Minimum 1 year manufacturing defect warranty.

Quantity needed: 240 units

Shipping to Rapid City included in final bid price.

Product to be delivered to The Monument by November 30, 2021.

BIDDER'S PROPOSAL

NAME OF BIDDER: _____

ADDRESS: _____

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

e-mail address: _____

Bidder proposes and agrees to and with THE MONUMENT, Rapid City, South Dakota ("Monument") to furnish *WATER BARRIER* at the following price, to-wit:

ITEM NO	DESCRIPTION	QUANTITY	UNIT PRICE (numerical)	EXTENDED PRICE (numerical)
	Description per specifications attached, complete and ready for use as intended and delivered FOB The Monument	240		
	<i>(Extended Price in Words)</i>			
Vendor Name:				

The within proposal and agreement are based upon the conditions, stipulations, and specifications named in the notice inviting bids for said *WATER BARRIER*, which notice and detailed specifications are made a part of this contract as if written herein at length. The *WATER BARRIER* shall be delivered F.O.B., THE MONUMENT, Rapid City, South Dakota, 57701, BY NOVEMBER 30, 2021.

The Bidder further agrees and states that he or she 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 THE MONUMENT**

THIS AGREEMENT, made the _____ day of _____, 20____, by and between _____ hereinafter "Supplier," and the THE RUSHMORE PLAZA CIVIC CENTER, DBA THE MONUMENT, Rapid City, South Dakota, hereinafter "THE MONUMENT," WITNESSETH:

That the Supplier and THE MONUMENT, 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 *WATER BARRIER*, as prepared by THE MONUMENT, Rapid City, South Dakota, and shall do everything required by this Contract, 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 and delivered to The Monument in Rapid City, SD by November 30, 2021. It is agreed that THE MONUMENT may place orders under this Contract at any time or times within the Contract period. Request for time extensions shall be made in writing to THE MONUMENT at least fourteen (14) days before the Contract completion date. THE MONUMENT will issue all time extensions.

ARTICLE 3. THE CONTRACT SUM

THE MONUMENT 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 or herself 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 MONUMENT BOARD OF DIRECTORS.

CONTRACT

ARTICLE 5. THE CONTRACT DOCUMENTS

The Notice for Bids, 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 or she 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 RUSHMORE PLAZA CIVIC CENTER, dba THE MONUMENT, Rapid City, South Dakota, its Board of Directors, having duly approved this Contract, has caused this Contract to be executed in its behalf by its Executive Director, hereunto duly authorized, attested thereto by its Finance Officer, this _____ day of _____, 20____.

THE RUSHMORE PLAZA CIVIC CENTER
DBA THE MONUMENT

ATTEST:

by _____
CRAIG BALTZER
THE MONUMENT EXECUTIVE DIRECTOR

by _____
Tracy Heitsch
The Monument Finance Officer

Date _____

NAME OF COMPANY

AUTHORIZED SIGNATURE

Print Name & Title

Address

Date _____