

REQUEST FOR BIDS

**Produce and Install One (1) New Jet Bridge Belt Loader
Current Model Year
Airport Project #19-5262**

Rapid City Regional Airport Rapid City, South Dakota



**BID OPENING DATE AND TIME
March 5, 2019
2:00 P.M.**

**EXECUTIVE DIRECTOR
Patrick Dame**

AIRPORT BOARD MEMBERS

**Michelle Thomson
Rod Pettigrew
Shawn Gab**

**Darren Haar
Helen Usera**

PUBLISHING DATES: February 2, 2019
February 9, 2019

**NOTICE FOR BIDS
FOR PURCHASE OF
PRODUCE AND INSTALL ONE (1) NEW JET BRIDGE BELT LOADER CURRENT
MODEL YEAR
Rapid City Regional Airport
Rapid City, South Dakota
Project #19-5262**

Notice is hereby given that sealed bids will be received by the Rapid City Regional Airport Board of Rapid City, South Dakota until 2:00 P.M., MARCH 5, 2019, at the Rapid City Regional Airport, 4550 Terminal Road, #102, Rapid City, South Dakota 57703, and will be publicly opened and read for ONE (1) NEW JET BRIDGE BELT LOADER CURRENT MODEL YEAR. All proposals shall be made on the forms furnished by the Airport. Specifications may be obtained at the Rapid City Regional Airport, 4550 Terminal Road., #102, Rapid City, South Dakota 57701.

The Rapid City Regional Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.242, 42 U.S.C. §§ 2000d to 2000d-4) and the regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Michelle Thomson
Airport Board President

SPECIFICATIONS
PRODUCE AND INSTALL ONE (1) NEW JET BRIDGE BELT LOADER
CURRENT MODEL YEAR
Rapid City Regional Airport
Rapid City, South Dakota

Bids will be received at the Rapid City Regional Airport, 4550 Terminal Road, #102, Rapid City, South Dakota until 2:00 P.M. March 1, 2019 for the PRODUCTION AND INSTALLATION OF ONE (1) NEW JET BRIDGE BELT LOADER CURRENT MODEL YEAR which shall meet the following specifications:

SCOPE

It is the intent of these specifications to describe the PRODUCTION AND INSTALLATION OF ONE (1) NEW JET BRIDGE BELT LOADER CURRENT MODEL YEAR in sufficient detail to secure comparable bids. All parts not specifically mentioned, to provide shall be included in the bid and shall conform in strength, quality of material and workmanship to what is usually provided.

The Airport'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 Airport 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 PRODUCTION AND INSTALLATION OF ONE (1) NEW JET BRIDGE BELT LOADER CURRENT MODEL YEAR to be furnished. Each bidder must be a certified dealer authorized by the manufacturer he represents. Each bid shall contain a dealer 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 - PRODUCTION AND INSTALLATION OF ONE (1) NEW JET BRIDGE BELT LOADER CURRENT MODEL YEAR."

Each bid must be accompanied by a certified check or cashier's check for five percent (5%) of the amount of the bid. Such check to be certified or issued by either a State or National Bank and payable to the Rapid City Regional Airport, Rapid City, South Dakota, or in lieu thereof, a bid bond for ten percent (10%) of the amount bid, and such bond to be issued by a surety authorized to do business in this State, payable to the Rapid City Regional Airport, Rapid City, South Dakota, as a guarantee of the bidder entering into a contract, for the PRODUCTION AND INSTALLATION OF ONE (1) NEW JET BRIDGE BELT LOADER CURRENT MODEL YEAR for the Rapid City Regional Airport. 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 at the Rapid City Regional Airport prior to the time for the scheduled bid opening. Bids submitted by fax or e-mail cannot be accepted.

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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 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; Residential Preference Statute.)

The Airport reserves the right to reject all bids. 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 5-18A through Chapter 5-18B 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 Airport reserves the right to accept the bid that is to the advantage of and is in the best interest of the Rapid City Regional Airport.

The unit price of the bid must be stated on the Bidder's Proposal form, with the extended price bid. Unit price shall take precedence over extended price. Written figures shall take precedence over numerical figures.

Each proposal must be signed in ink by the Bidder with his full name and full address. In the case of a firm, the name and residence of each member must be inserted and, in case the proposal is submitted by or in behalf of a Corporation, it must be signed in the name of such Corporation by an official authorized to bind the Bidder. The Bidder should include his/her phone number, FAX number, e-mail address, South Dakota Sales & Use Tax License Number, and South Dakota Contractor's Excise Tax License Number in the spaces provided.

No Bidder may submit more than one proposal. Two or more proposals under different names will not be received from one firm or association.

Payment will be made by check within a reasonable time after receipt, installation and approval of the PRODUCTION AND INSTALLATION OF ONE (1) NEW JET BRIDGE BELT LOADER CURRENT MODEL YEAR of invoice/claim, and approval by the Airport Board of Directors.

SPECIFIED REQUIREMENTS

It is the intent of the Rapid City Regional Airport to mount a mechanical Jet Bridge Belt Loader on the side of our JBT AeroTech Passenger Boarding Bridge (PBB), Model AT@-66/105-125R bridge. The Belt Loader should be able to function in all weather conditions. Rapid City is subject to extreme hot and cold along with the potential for considerable snow. The unit shall move vertical and horizontal with the movement of the PBB. It shall mount to the main platform of the PBB, alongside the stairs. The existing PBB platform had a previous belt loader attached, that was removed in 2018. The Belt Loader shall be equipped with a cover to help protect from the elements.

The PBB's in Rapid City require flexibility for aircraft and therefore, the belt should have the capability for the PBB to raise to the height of an A319/A320 series aircraft. We estimate the Belt Loader should be approximately 24 feet in length with a belt approximately 18" in width.

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The supplier shall provide and install the unit on the PBB. The installer may be provided by the supplier or a contractor for the supplier.

Warranty shall be at least two (2) years on manufacturing or material defects and one (1) year on all electrical components.

The supplier shall provide time on site or training materials adequate to ensure the equipment can be operated safely and efficiently. Operator and equipment manuals, along with instructions on the proper operation and preventative maintenance shall be furnished.

The successful Bidder shall:

- Be required to have a flexible schedule and work around scheduled aircraft arrival and departures.
- Attend security training. The project is located inside the Airport's secure area. Successful bidder and crew will have to be escorted for the length of the project.
- Provide and install all equipment and fixtures, including all equipment not specifically listed that is required to provide a completely functional system.
- Provide all necessary protection for all facility components, including all floor, roof and surfaces at the facility.
- Be responsible for repair and replacement of any damaged facility components caused by them and/or subcontractor hired by the successful Bidder to perform work on site.
- Provide an on-site installation supervisor.
- Deliver all equipment, parts and supplies to worksite.
- Store all equipment, parts and supplies in a safe and secure manner until installed. The Airport may provide storage area. If Airport provides storage area, the successful Bidder shall be responsible for any loss or damage to the equipment, parts, and supplies.

ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation shall be in writing and emailed to toni.broom@rcgov.org and must be received by February 20, 2019, in order for the project manager to give it appropriate consideration. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be made to all prospective bidders by posting on the Airport's website at www.rapairport.com/about-the-airport/news. All addenda so issued shall become part of the contract documents. Failure of any Bidder to receive any

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such addendum or interpretation shall not relieve the Bidder from the requirement that its bid, as submitted, be consistent with any such addendum or interpretation.

MODIFICATION OF BIDS

No modification of bids already submitted will be considered unless such modifications are received prior to the hour set for opening. Telegraphic modifications will be rejected unless they conform to S.D.C.L. 5-18A through 5-18D and are confirmed in writing over signature of the Bidder within forty-eight (48) hours of the time set.

WITHDRAWAL OF BID

A Bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted. Proposals may be withdrawn by letter, telegraphic communication, or in person before the time specified in the advertised notice. No Bidder may withdraw a proposal after the date and hour set for bid opening as noted in the advertised notice.

QUALIFICATIONS OF BIDDERS

To demonstrate that the Bidder has the financial responsibility, experience, capacity, ability, and integrity to perform the work in accordance with the contract documents, each Bidder must be prepared to submit, within five (5) days of Airport's request, written evidence of data as may be requested by the Airport. The following elements will be considered to determine the lowest responsible bid:

Whether the Bidder involved:

- maintains a permanent place of business;
- has adequate plant and equipment to do the work properly and expeditiously;
- has suitable financial status to meet obligations incidental to the work;
- has appropriate technical experience in the areas required by the work; and/or
- has been declared non-responsive by City of Rapid City Council action.

No Bidder will be acceptable if he/she is engaged in any other work which impairs his/her ability to meet all requirements herein stipulated.

REJECTION OF BIDS

The Airport reserves the right to the extent allowed by law to award the work as is most advantageous to the Airport or reject any or all bids.

RETURN OF PROPOSAL GUARANTEE

The bid check or bond may be retained for a period not to exceed 30 days, pending the approval and award of contract by the Airport. The check or bond of the successful Bidder, which has been retained, will be returned when the Contractor to whom the contract has

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been awarded has furnished and filed the necessary number of signed contracts and bonds with the Airport and when the executed contract and bond have been approved by the Airport as to final execution.

CONTRACT AWARD

Award of the contract will be to the lowest responsible bidder. Airport reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Bid amount written in words shall take precedence over bid amount written in numbers.

In bid evaluation, Airport shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the bid forms. It is the Airport's intent to accept alternates (if any are accepted) in the order in which they are listed in the bid forms, but the Airport may accept them in any order or combination.

Airport may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided herein. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by Airport.

Airport may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, financial ability, and technical expertise of the bidders, proposed subcontractors, and other persons and organizations to do the work in accordance with the contract documents to Airport's satisfaction within the prescribed time.

Airport reserves the right to reject the bid of any bidder who does not pass any such evaluation to the Airport's satisfaction.

If the contract is to be awarded, it will be awarded to the bidder whose evaluation by Airport indicates to Airport that the award will be in the best interests of the Airport. Airport will give the successful bidder a Notice of Award within thirty (30) days after the day of the bid opening.

The Airport reserves the right to cancel the award of any contract at any time before the complete execution of said contract by all parties without any liability against the Airport.

No contract or other contract documents shall be executed until the proposal and qualifications of bidders have been examined, the Bidder has provided his South Dakota Sales & Use Tax License Number and South Dakota Contractor's Excise Tax License

SPECIFICATIONS

Number and the award of the Contract is authorized by the Airport. No such document shall be effective until it has been approved by the Airport as to final execution.

INSURANCE INFORMATION

Without limiting any of the other obligations or liabilities of the Bidder and until the work is completed and accepted by the Airport, the Bidder shall provide and maintain minimum insurance coverages in accordance with requirements as shown in Section 3 - Insurance Requirements.

The Bidder's insurance carrier or agent shall complete and deliver two (2) copies of the required insurance documents to the Airport in sufficient time to allow for review and approval by the City Attorney prior to the actual start of work by the Bidder. The Rapid City Regional Airport shall be listed as an additional insured and shall be given thirty (30) days written notice of cancellation or change to the policy. If work is to extend beyond the expiration date of coverages, the Bidder shall submit renewal forms for approval by the City Attorney.

BASIS OF PAYMENT

Method of payment under this contract will be as a Single Payment Project. No consideration of partial or full payments of materials on site will be considered.

EXCISE TAX LIABILITY

The Contractor or subcontractors shall be liable for payment of any state excise tax required for realty improvements under SDCL 10-46A. Pursuant to SDCL 5-18B-17 the City of Rapid City may not award a contract for the construction of a public improvement unless the City of Rapid City has verified that the Contractor has a South Dakota Contractor's Excise Tax License pursuant to SDCL Chapter 10-46A or 10-46B.

RESIDENTIAL PREFERENCE

A contract let by the City of Rapid City or Airport for any public work or improvement of any character shall be to the lowest responsible bidder. However, a South Dakota bidder shall be allowed a preference on a contract against the bid of any bidder from any other state which enforces or has a preference for resident bidders. The amount of the preference given to the resident bidder shall be equal to the preference in the other state.

NON-DISCRIMINATION IN EMPLOYMENT

Contracts for work described in these Bidding Documents obligate the Contractor and Subcontractors to be non-discriminatory in their employment practices.

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CITY OF RAPID CITY NONDISCRIMINATION POLICY STATEMENT

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the rehabilitation act of 1973, the age discrimination act of 1975, the Americans with disabilities act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City. If you have any concerns regarding the provisions of services or employment on the basis of disability/handicap you may contact our ADA/Section 504 coordinator at telephone no. (605) 394-4136.

FEES, PERMITS AND TAXES

The Contractor shall obtain all applicable permits associated with the project. Building Permit Fees, Erosion and Sediment Control Permit Fees, Air Quality Permit Fees, and Inspection and Permit Fees (as covered under Section 13.04.100 for excavations, driveways and patching etc.) shall be borne by the Airport. All other fees, taxes and costs shall be borne by the Contractor.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

Section 3

Insurance Requirements constituting part of the Contract/Lease between the City of Rapid City and: _____

Date: _____

Without Limiting any of the other obligations or liabilities of the Lessee/Contractor, the Lessee/Contractor shall maintain, until work is completed and accepted by the City, Minimum insurance coverages, or a combination thereof, (Umbrella), as follows:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X	GENERAL LIABILITY				GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> XCU				FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
X	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRER AUTOS				PROPERTY DAMAGE \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$100,000
					EL DISEASE-POLICY LIMIT \$500,000
					EL DISEASE-EA EMPLOYEE \$100,000

OTHER ****ANY ENDORSEMENTS RESTRICTING COVERAGE MUST BE SHOWN****

****CLAIMS MADE LIABILITY IS NOT ACCEPTABLE****

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The Contractor shall, before commencing work under this contract, attach to each copy of the executed contract a copy of Certificate of Insurance completed by their insurance carrier or agent, certifying that minimum insurance coverage as required above are in effect and will not be canceled or changed until thirty (30) days written notice is given to the City Attorney of the City of Rapid City.

Said Certificate shall state the CITY OF RAPID CITY is included as ADDITIONAL INSURED.

CERTIFICATE HOLDER

ADDITIONAL INSURED:
CITY OF RAPID CITY
300 SIXTH STREET
RAPID CITY, SD 57701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

BIDDER'S PROPOSAL

Produce and Install One (1) New Jet Bridge Belt Loader Current Model Year; Airport Project #19-5262

BID OPENING: March 5, 2019 – 2:00 PM MT

Rapid City Regional Airport
Rapid City, South Dakota

CONTRACTOR

DATE

Board Members:

1. The undersigned, being familiar with the local conditions affecting the cost of the work and with the Contract Documents, hereby proposes to furnish all labor, materials and equipment necessary to Produce and Install One (1) New Jet Bridge Belt Loader Current Model Year Project according to the following schedule of quantity and unit price shown.
2. In submitting this bid, it is understood that the right to reject and all bids is reserved by the Airport, and it is agreed that this bid may not be withdrawn during the period of days provided in the Contract Documents. Contract will be awarded to the lowest qualified responsible bidder and complying with these instructions and the advertisement for Bids. The Airport may award the contract deemed in their best interest.
3. Accompanying this proposal, it is understood that a Bid bond issued by a surety authorized to do business in the state of South Dakota, payable to the Rapid City Regional Airport, Rapid City, South Dakota, for an amount which shall not be less than ten percent (10%) of the total of this bid or a Certified Check, Cashier's Check or Draft, drawn on a State or National Bank, payable to the Rapid City Regional Airport, Rapid City, South Dakota, for an amount which shall not be less than five percent (5%) of the total of this proposal shall be included and the same being subject to forfeiture in the event of default by the undersigned. The work on the improvement is required to be started on a date to be fixed by the Airport, notice of which will be given the Contractor ten (1) days in advance and such work is to be completed according to the construction schedule listed within this proposal.
4. The bidder hereby certifies (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, corporation; (b) that he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that he has not solicited or induced any person, firm or corporation to refrain from bidding and (d) that he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the Owner.
5. The enclosed bid includes all applicable State and Municipal Sales and Use Taxes on materials, and State and Municipal Excise Taxes and all other State and Federal Taxes that would effect the amount of the bid.
6. **CONSTRUCTION SCHEDULE:** The Bidder and the Airport hereby agree to determine the construction schedule upon award of the contract based on the award date of the contract on or before March 12, 2019.

BIDDER'S PROPOSAL

Bidder proposes and agrees to and with the Rapid City Regional Airport, City of Rapid City, South Dakota ("Airport") to Produce and Install One (1) New Jet Bridge Belt Loader Current Model Year as described in this bid package, to wit:

ITEM NO.	DESCRIPTION	Qty	TOTAL LUMP SUM PRICE (numerical)
1	PRODUCTION AND INSTALLATION OF ONE (1) NEW JET BRIDGE BELT LOADER CURRENT MODEL YEAR, per specifications, complete and ready for use intended and delivered F.O.B., Rapid City Regional Airport	1	
<i>(Total Lump Sum Price Price in Words)</i>			

The within proposal and agreement are based upon the conditions, stipulations, and specifications named in the notice inviting bids for said PRODUCTION AND INSTALLATION OF ONE (1) NEW JET BRIDGE BELT LOADER CURRENT MODEL YEAR which notice and detailed specifications are made a part of this contract as if written herein at length. The ONE (1) NEW JET BRIDGE BELT LOADER CURRENT MODEL YEAR shall be delivered F.O.B., Rapid City Regional Airport, 4550 Terminal Road, Rapid City, South Dakota, 57703, within _____ calendar days (to be filled in by Bidder) after date of awarding contract.

BIDDER MUST FILL IN ALL SPACES PROVIDED BELOW:

NAME OF COMPANY - BIDDER

AUTHORIZED SIGNATURE

Print Name & Title

Address

Address

Phone No.

E-Mail Address

SD Sales & Use Tax License No.

SD Contractor's Excise Tax License No

CONTRACT

**SUPPLIES AND EQUIPMENT
BETWEEN
SUPPLIER AND RAPID CITY REGIONAL AIRPORT BOARD**

THIS AGREEMENT, made the _____ day of _____, 20____, by and between _____ hereinafter "Supplier," and the City of Rapid City by and through the Rapid City Regional Airport Board, Rapid City, South Dakota, hereinafter "Airport," WITNESSETH:

That the Supplier and the Airport, for the consideration named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Supplier shall furnish all of the materials, labor, installation and perform all of the work as described in the specifications for ONE (1) NEW JET BRIDGE BELT LOADER CURRENT MODEL YEAR prepared by the Rapid City Regional Airport, 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 Airport 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 Regional Airport Board at least fourteen (14) days before the Contract completion date. The Airport will issue all time extensions.

ARTICLE 3. THE CONTRACT SUM

The Airport 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 and installation 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 an invoice/claim and payment will be made on said invoice/claim as soon as possible after approval by the Airport Board.

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.

During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the Federally Mandated Contract Clauses attached hereto and incorporated herein as Exhibit A.

The Bidder 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 Rapid City Regional Airport, Rapid City, South Dakota, its Airport Board having duly approved this Contract, has caused this Contract to be executed in its behalf by its President, hereunto duly authorized, attested thereto by its Secretary this _____ day of _____, 20____.

RAPID CITY REGIONAL AIRPORT BOARD

ATTEST:

by _____
Michelle Thomson
BOARD PRESIDENT

Rod Pettigrew
Board Secretary

Date _____

NAME OF COMPANY

by _____
AUTHORIZED SIGNATURE

Print Name & Title

Address

Date _____

APPENDIX A

FEDERALLY MANDATED CLAUSES

CIVIL RIGHTS PROVISION

Supplier agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

This provision binds the Supplier and subtier suppliers from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Supplier, for itself, its assignees, and successors in interest (hereinafter referred to as the "Supplier") agrees as follows:

1. **Compliance with Regulations:** The Supplier (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Supplier, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Supplier will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Supplier for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Supplier of the Supplier's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Supplier will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Supplier is in the exclusive possession of another who fails or refuses to furnish the information, the Supplier will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Supplier's noncompliance with the Non-discrimination provisions of this contract, the Airport will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

APPENDIX A

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Supplier will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Supplier will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Supplier becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Supplier may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, the Supplier may request the United States to enter into the litigation to protect the interests of the United States.

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Supplier has full responsibility to monitor compliance to the referenced statute or regulation. The Supplier must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Supplier must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Supplier retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Supplier must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TITLE V LIST OF PERTINENT NONDISCRIMINATION ACTS & AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

APPENDIX A

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure the LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).