



**RAPID CITY REGIONAL AIRPORT
RAPID CITY, SOUTH DAKOTA**

REQUEST FOR BIDS

**GENERAL AVIATION TAXILANE/HANGAR
LED LIGHTING PROJECT
Project No. 19-5333**

BID OPENING DATE & TIME

May 3, 2019

2:00 P.M. - MT

AIRPORT PROJECT MANAGER:

DOUG CURRY – DEPUTY AIRPORT DIRECTOR FACILITIES & MAINTENANCE

**SECTION 1
NOTICE FOR BIDS FOR THE FOLLOWING ITEMS**

Notice is hereby given that sealed bids for furnishing materials, equipment, labor, and performing all the work for the construction of

**GENERAL AVIATION TAXILANE/HANGAR LED LIGHTING PROJECT
PROJECT NO. 19-5333**

in accordance with the specifications prepared by Airport Maintenance, will be received by the Rapid City Regional Airport Board, Rapid City, South Dakota, until 2:00 P.M., MT, May 3, 2019, and then opened and read. Bids shall be filed at the Rapid City Regional Airport, 4550 Terminal Road, Suite 102, Rapid City, South Dakota, 57703.

The sealed bid envelope shall contain only one (1) Bidder's Proposal and shall be marked with the words:

**“Sealed Bid: GENERAL AVIATION TAXILANE/HANGAR
LED LIGHTING PROJECT**

Project No. 19-5333”

Bid specifications may be obtained by accessing the Airport website at www.rapairport.com/about-the-airport/news. The Airport reserves the right to reject any or all bids or to waive all informalities and to accept the bid that is to the advantage of and is in the best interest of the Rapid City Regional Airport.

The Rapid City Regional Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 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.

Airport Deputy Director
Finance & Administration

Publication Dates: April 6, 2019
April 13, 2019

SECTION 2
INFORMATION AND INSTRUCTION TO BIDDERS
GENERAL AVIATION TAXILANE/HANGAR LED LIGHTING PROJECT

Sealed bids will be received at the Rapid City Regional Airport, 4550 Terminal Road Suite 102, Rapid City, South Dakota until 2:00 P.M., MT, May 3, 2019, for the GENERAL AVIATION TAXILANE/HANGAR LED LIGHTING PROJECT which shall meet the following specifications:

SCOPE

It is the intent of these specifications to describe the GENERAL AVIATION TAXILANE/HANGAR LED LIGHTING PROJECT 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. ***No other plans or specifications are available for this project outside of this bid proposal package.***

The project will consist of the removal of 46 existing light fixtures and replaced with 46 Light Emitting Diode (LED) light fixtures on 22 poles located in the general aviation back hangar area.

Successful Bidder shall remove 46 existing light fixtures and provide all necessary labor, tools, materials, fixtures, equipment, delivery and installation of forty two (46) LED light fixtures in accordance with the specifications stated herein. Any and all work outlined in this section is the responsibility of the successful Bidder unless otherwise noted.

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.
- Remove and dispose of the existing hardware and fixtures on the concourse light poles. The light poles containing these fixtures measure 65 feet from the ground to the top of the fixture.
- 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.

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 proposals must be accompanied by literature completely describing the FORTY SIX (46) LED FIXTURES to be furnished. Each bidder must be a certified dealer authorized by the manufacturer he/she represents. Each proposal 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

Each bid envelope shall contain ONLY ONE (1) Bid Proposal and shall be marked with the words "Sealed Bid – GENERAL AVIATION TAXI LANE/HANGAR LED LIGHTING PROJECT

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, 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 GENERAL AVIATION TAXI LANE/HANGAR LED LIGHTING PROJECT for the Rapid City Regional Airport. The bid guarantee shall be made payable, without conditions, to the Rapid City Regional Airport. The check will be retained by, and forfeited to, said Airport if such bid is accepted and the contract awarded and the Bidder fails to enter into the prescribed contract and furnish the specified bond within ten (10) days after the award is made by the 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 by the Rapid City Regional Airport 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 "Section 6: The 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 Rapid City Regional Airport.

Payment will be made by check within a reasonable time after completion of the GENERAL AVIATION TAXILANE/HANGAR LED LIGHTING PROJECT, receipt of an invoice, and approval by the Airport Board of Directors.

All bids must be legibly written in ink, with all prices given in words and figures. 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.

For Corporate bidders, the Airport will require evidence of the Corporate authority by resolution or affidavit of a Corporate office, such affidavit showing the corporate delegation of authority for a signature on the form Authorizing Signature of Substitute Bidder's Proposal when it is other than authorized Corporate Officer. This must be attached to the proposal.

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.

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 April 19, 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 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.

TIME OF COMPLETION

The time of completion of the work is of vital importance, and the Contractor will be required to complete the work within ninety (90) days from the date of the Notice to Proceed. It will be necessary for the Bidder to satisfy the Airport of his/her ability to execute the work within the stipulated time.

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

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.

If the contract is to be awarded, 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

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 Contractor and until the work is completed and accepted by the Airport, the Contractor shall provide and maintain minimum insurance coverages in accordance with requirements as shown in Section 3 - Insurance Requirements.

The Contractor'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 Contractor. 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 Contractor 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.

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.

PRE-BID CONFERENCE

All Bidders on this project should attend the pre-bid conference to be held at the following time and place. Interested Contractors will have an opportunity to gain a full knowledge of the work involved, the bidding procedure, and other information required to prepare and submit their bid.

**April 16, 2019 at 11:00 AM MT
Rapid City Regional Airport Board Room
4550 Terminal Road
Rapid City, SD 57703**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Section 3

Insurance Requirements constituting part of the Contract/Lease between the
Rapid City Regional Airport 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 Airport, minimum insurance coverages, or a combination therefore, (umbrella), as follows:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Fire Damage (any one fire) \$ 50,000
X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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 Rapid City Regional Airport.

Said Certificate shall state the "City of Rapid City and the Rapid City Regional Airport Board, individually and collectively, and its representatives, officers, officials, employees, agents and volunteers" are included as **ADDITIONAL INSURED**.

CERTIFICATE HOLDER

CANCELLATION

Rapid City Regional Airport
4550 Terminal Road, 102
Rapid City, SD 57703

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DETAILED SPECIFICATIONS

		COMPLY	
		YES	NO
01	GENERAL:		
01.01	It is the intent of these specifications to establish minimum requirements for NEW LED LIGHTING TO BE INSTALLED ON 22 LIGHT POLES IN GENERAL AVIATION AREA. These light fixtures shall include all manufacturer's advertised standard equipment that meets or exceeds the following specifications unless otherwise specified.		
01.02	Materials shall be of good commercial quality for the intended service and shall be produced by use of manufacturing processes. Material shall be treated to resist rust and corrosion.		
01.03	The design of the mechanical members shall be such that the stress imposed through normal use shall not cause rupture or permanent deformation on any member.		
01.04	Bidders must submit with their bid, the latest printed specifications and advertising literature on the models they propose to furnish.		
01.05	It will be necessary for the successful bidder to furnish all necessary and desirable information and instructions for the proper operation and maintenance of the lighting fixtures by the employees of the Rapid City Regional Airport, including but not limited to operational manual, parts manual, electrical diagram, service manual.		
01.06	The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements, delivery terms and guarantee clauses, shall be taken into consideration.		
01.07	Bidders shall submit a synopsis of non-compliant issues with their respective bid.		
01.08	The Rapid City Regional Airport has evaluated different types of LED fixtures and has determined that this product is best suited for its needs in safety, quality, performance and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all bids will be compared. In comparing proposals, consideration will not be confined to price only. Contract will be awarded for the product which best serves the interests of the Airport when cost, product, safety,		

	quality and delivery are considered. The Rapid City Regional Airport reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the exact requirements of this specification.		
01.09	Bids will be accepted for consideration on any make or model that is equal or superior to the equipment specified. Decisions of equivalency will be at the sole interpretation of the Rapid City Regional Airport.		
01.10	All lighting fixtures furnished under this contract shall be new, unused and the same as manufacturer's current productions model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of materials and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-2008		
01.11	Successful bidder shall provide component information consisting of serial and part numbers for all components of lighting fixtures.		
02	LITERATURE:		
	Two copies of the following manuals/drawings shall be furnished upon completion of project:		
02.01	Electrical diagram.		
02.02	Operators manual along with instructions on the proper operation and maintenance shall be furnished.		
02.03	Parts manuals.		
03	WARRANTY:		
03.01	Ten year unlimited 100% parts, to begin no earlier than the date of installation, and Airport acceptance of the project.		
03.02	Ten year labor, to begin after Airport acceptance of project completion.		
03.03	The successful bidder shall respond to all calls for warranty work within 48 hours of being notified by Rapid City Regional Airport. To clarify, respond refers to being on site repairing.		

03.04	If the successful bidder fails to respond to calls for warranty work within 48 hours, or otherwise fails to comply with the previous provisions as determined by the Airport executive director or his/her designee, at the request of the Airport executive director or his/her designee, they agree to pay \$100.00 per each additional 24 hour period from the time of notification until the fixture is operational.		
03.05	If successful bidder cannot respond within 48 hours then a local service facility shall be provided for service at no expense to the Airport. State the location and distance of the servicing facility when submitting the bid.		
03.06	The successful bidder shall maintain and/or have access to a servicing facility within 200 miles of Rapid City, South Dakota during the warranty period. If this is not possible, Note Exception when submitting bid.		
03.07	The Rapid City Regional Airport will not be liable for freight charges during warranty period, due to dealer not stocking parts.		
03.08	All in service policies and warranties shall be delivered with the lighting fixtures upon installation.		
04	SERVICEABILITY:		
04.01	Successful bidder shall guarantee that an authorized representative, with the necessary tools, equipment and place of business, will, with due diligence, respond to and complete all warranty service calls, or provide a like lighting fixture within 7 calendar days of being notified. Failure to do so may cause a \$100.00 per day penalty to be assessed for every day that the lighting fixture is not operable after being notified.		
05	PARTS AVAILABILITY:		
05.01	All parts that are essential to the operation of the lighting fixtures shall be made available to the Airport within 2 calendar days after being notified. Failure to do so may cause a \$100.00 per day penalty to be assessed for every day that the part is not available.		
05.02	Parts inventory shall be of a size and variety to offer warranty parts availability of 95% within 48 hours from time of order.		
06	TRAINING:		

06.01	Vendor to provide a minimum of 2 hours training to staff regarding lighting maintenance and replacement.		
07	DELIVERY PENALTY:		
07.01	Successful bidder shall guarantee project completion by the date in the bidder's proposal. Failure to do so will cause a \$500.00 per day penalty to be assessed for every day that the project is not complete. Extended delay will be considered just cause for termination of the contract.		
08	PERFORMANCE AND CERTIFICATION:		
08.01	Lighting fixture must meet UL 1598, UL 8750, CSA C22.2#250.0, CSA C22.2#250.13		
08.02	Must comply with IP Rating IP65.		
08.03	Must provide an energy saving audit.		
09	PRODUCT REQUIREMENTS:		
09.01	Fixture must be Bronze color.		
09.02	215-265 watt LED.		
09.03	480 VAC.		
09.04	Tempered glass Lens.		
09.05	Surge protection; IEC/EN 61000-4-5 EMC test standard.		
09.06	5700K color light temperature.		
09.07	Produce 35,000 + lumens per light.		
09.08	L70 Rated Lifetime of 100,000 + hour.		
10	SAFETY:		
13.01	Shall meet SAE standards for ROPS and FOPS.		

**BIDDER'S PROPOSAL
GENERAL AVIATION TAXILANE/HANGAR LED LIGHTING PROJECT**

BID OPENING: May 3, 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 for the Terminal Apron LED Lighting 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 hereby agrees to commence and complete the work under this contract within the time schedule indicated and further agrees to pay as liquidated damages of \$500.00 for each consecutive calendar day thereafter. Schedule based on the award of the contract on or before May 14, 2019.

Work shall start on or before May 20, 2019, and shall be completed by August 20, 2019, after which time liquidated damages will be assessed.

7. DOCUMENTS REQUIRED TO BE SUBMITTED WITH BID PACKAGE ARE AS FOLLOWS:

On the outside of the Bid Package Envelope:

1. Properly mark the bid envelope as per Advertisement for Bids and Instructions to Bidders.
2. Check or state addendum numbers received on outside of Bid Envelope.

In Bid Package Envelope:

1. Bid Bond for 10% of the bid amount or Certified Check, Cashier's Check or Draft for 5% of the bid amount.
2. Signed Bid Proposal.

These items are required in order for the bid to be considered responsive. Refer to advertisement for bid for other information required on bid envelope.

Bidder proposes and agrees to and with the City of Rapid City, South Dakota ("City") to complete the TERMINAL APRON LED LIGHTING PROJECT as described in this bid package, to wit:

ITEM NO.	DESCRIPTION	Qty	TOTAL LUMP SUM PRICE (numerical)
1	Remove 46 existing light fixtures. Furnish & install 46 New LED Fixtures. Lump Sum Bid.	1	
<hr/> <i>(Total Lump Sum Price Price in Words)</i>			

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 BETWEEN CONTRACTOR AND
RAPID CITY REGIONAL AIRPORT**

THIS AGREEMENT, made this _____ day of _____, _____, by and between _____ (Contractor), hereinafter called the Party of the Second Part, and the City of Rapid City, South Dakota, by and through the Rapid City Regional Airport Board, hereinafter called the Party of the First Part, WITNESSETH: That the Party of the Second Part and the Party of the First Part, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Party of the Second Part shall furnish all of the materials and labor and perform all of the work as described in the specifications for the project

**GENERAL AVIATION TAXILANE/HANGAR LED LIGHTING PROJECT
PROJECT NO. 19-5333**

prepared by the Rapid City Regional Airport, Rapid City, South Dakota, and shall do everything required by this Contract, Notice, Instructions, Special Conditions, Special Provisions, Detailed Specifications, Detailed Plans, General Conditions, and Standard Specifications which are hereby made a part of the Contract, including the following Addenda:

ADDENDUM NO. DATED ADDENDUM NO. DATED

ARTICLE 2. TIME OF COMPLETION

All work shall be completed in accordance with the completion date set forth in the Special Bid Conditions and Explanations of Bid Documents of the Bid Package. Liquidated damages, as specified in the Bid Package, will be charged for failure to complete the project on or before the completion date as specified in the Contract Documents. Requests for time extensions shall be made in writing to the Airport Project Manager as soon as possible before the project completion date. All time extensions will be issued by the Airport and will be granted only for good cause beyond the control of the Contract.

ARTICLE 3. CONTRACT SUM

The Party of the First Part shall pay the Party of the Second Part for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

_____ XX/100 Dollars

(\$ _____)

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Upon completion of all work under this Contract, the Individual or Department specified in Article 2 for making time extensions shall satisfy himself by examination that the test work has been finally and fully completed in accordance with the Specifications and Contract and report such completion to the Airport. The Contractor must complete and return a proper City voucher, and payment will be made on said voucher as soon as possible after approval by the Airport Board.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Notice for Bids, Instructions to Bidders, Proposal, Performance Bond, Insurance, Special Provisions, Special Conditions, Addenda, and the Plans and Specifications, together with this Agreement, form the Contract, and all are as fully a part of the Contract as if hereto attached or herein repeated.

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 said Party of the Second Part further agrees and states that he 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 Board, Rapid City, South Dakota, Party of the First Part, having duly approved this Contract, has caused this Contract to be executed in its behalf by its President, thereunto duly authorized, attested thereto by its Secretary this _____ day of _____, _____.

RAPID CITY REGIONAL AIRPORT BOARD

ATTEST _____
Rod Pettigrew, Secretary

BY _____
Michelle Thomson, President

NAME OF COMPANY
Party of the Second Part

BY _____
NAME OF REPRESENTATIVE, TITLE
Authorized Representative

DATE _____

ADDRESS _____

**APPENDIX A
FEDERALLY MANDATED CLAUSES**

CIVIL RIGHTS PROVISION

Contractor 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 Contractor and subtier Contractors 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 Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (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 Contractor, 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 Contractor 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 Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or Contractor will be notified by the Contractor of the Contractor'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 Contractor 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 Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor 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 Contractor'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:

- 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 Contractor 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 Contractor 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 Contractor becomes involved in, or is threatened with litigation by a subcontractor, or Contractor because of such direction, the Contractor may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, the Contractor 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 Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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). Contractor 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);
- 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 that 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 discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).