

REQUEST FOR BIDS

TWO ELEVATOR MODERNIZATIONS Airport Project No. 24-5337

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

August 22, 2024
2:00 P.M. MT

**EXECUTIVE DIRECTOR
Patrick Dame**

BOARD MEMBERS

Robert Hall
Michelle Thompson
Bob Conway

Caleb Arceneaux
John Pierce

Advertisement for Bids
TWO ELEVATOR MODERNIZATIONS

Rapid City Regional Airport
Rapid City, South Dakota

Sealed bids for the modernization of two elevators at the Rapid City Regional Airport, Rapid City, South Dakota will be received by the Rapid City Regional Airport, Rapid City, South Dakota until 2:00 PM MT on August 22, 2024. All bids will be publicly opened and read aloud at Rapid City Regional Airport Terminal – Suite 102 Conference Room, Rapid City, South Dakota.

The bid documents are to be mailed or delivered to Ms. Toni Broom, Deputy Airport Director for Finance & Administration, 4550 Terminal Road – Suite 102, Rapid City, South Dakota 57703 and shall be sealed and endorsed, "Elevator Modernizations."

The proposed work includes the complete modernization of two elevators located within the terminal building at 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 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Since the Rapid City Regional Airport is a nonhub primary airport, it is required to have a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the US Department of Transportation 49 CFR Part 26. All DBE firms and small businesses qualifying under this solicitation are encouraged to submit proposals. Additional information on the DBE program is available upon request.

Dated this 20th Day of July, 2024.

/s/Robert Hall, Board President
Rapid City Regional Airport
Rapid City, South Dakota

Publication Dates: July 20, 2024
July 27, 2024

**SPECIFICATIONS FOR
TWO (2) ELEVATOR MODERNIZATIONS
Rapid City, South Dakota**

Bids will be received at the Rapid City Regional Airport, 4550 Terminal Road, Rapid City, South Dakota until 2:00 P.M., MT, August 22, 2024, for TWO (2) ELEVATOR MODERNIZATIONS which shall meet the following specifications:

SCOPE

It is the intent of these specifications to describe the TWO (2) ELEVATOR MODERNIZATIONS in sufficient detail to secure comparable bids. All parts not specifically mentioned 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.

2.0 GENERAL CONDITIONS

1) Bidders Information

Each bid envelope shall contain ONLY ONE (1) Bid Proposal and shall be marked with the words "Sealed Bid – TWO (2) ELEVATOR MODERNIZATIONS.

Bids submitted by mail, express courier, or common carrier cannot be accepted unless received in the Airport Administration 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: 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 the Rapid City Regional Airport.

Payment will be made by check within a reasonable time after receipt and approval of the TWO (2) ELEVATOR MODERNIZATIONS, receipt of an invoice, and approval by the Airport Board of Directors.

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.

Operator's Manual along with instructions on the proper operation and maintenance shall be furnished. Each bid shall contain a dealer or factory warranty as a guarantee of the project to be furnished.

The two elevators are to be equipped with approved lights and safety equipment meeting all Local, State, and Federal laws and requirements.

2.1 INFORMATION AND INSTRUCTIONS TO BIDDERS

BID REQUIREMENTS

All Bids must be made on the forms provided in these Specifications. All Bids must be legibly written in ink, with all prices given in words and figures. The written words shall govern. No alterations in proposals or in the printed forms will be permitted by erasures or interlineation. Each proposal shall be enclosed in a sealed envelope, addressed to the Airport Finance Director, Rapid City, South Dakota, and endorsed on the outside with the Bidder's name and with the words:

**"Sealed Bid: Elevator Modernizations
Project No. 24-5337**

and filed at the Owner's office at the Rapid City Regional Airport prior to the hour set for opening of the bids. Proposals shall be strictly in accordance with the prescribed forms. Proposals carrying riders for qualifications of the bids as submitted may be rejected. The proposals shall be based on the Contractor furnishing all of the necessary labor, tools, materials, and equipment to fully construct the work in accordance with the detailed plans and specifications covering the work.

Each proposal for this contract shall, as a guarantee of good faith on the part of the Bidder, be accompanied by a certified check or cashier's check or draft 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, such bond to be issued by a surety authorized to do business in this State, payable to the Rapid City Regional Airport, as a guarantee of the Bidder entering into a contract for the construction of the work and furnishing of a 100 percent Performance Bond.

The proposal guarantee shall be made payable, without conditions, to the Rapid City Regional Airport. The check will be retained by, and forfeited to, said Owner if such proposal 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 Owner.

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 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.

2.2 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 addressed to the Airport Project Manager, 4550 Terminal Road, Rapid City, South Dakota, 57703, and must be received at least five (5) days prior to the date fixed for the opening of bids in order for the Airport 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 email to the email address furnished by the prospective bidder and posted on the Airport's website. 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.

2.3 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 the time stipulated in the Proposal. It will be necessary for the Bidder to satisfy the Owner of his ability to execute the work within the stipulated time.

2.4 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.

2.5 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.

2.6 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 Owner's request, written evidence of data as may be requested by the Owner. 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 Airport Board action.

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

2.7 REJECTION OF BIDS

The Owner 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.

2.8 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 Owner. 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 Owner and when the executed contract and bond have been approved by the Owner as to final execution.

2.9 BOND REQUIREMENTS

The Contractor to whom the work is awarded will be required to give a Surety Bond to the City, executed by a reliable and accredited Surety authorized to do business in the State of South Dakota, acceptable to the Airport Board, signed by an "Attorney in Fact" of residence in South Dakota, and in an amount equal to the total of the contract as a guarantee of the full performance and completion of the contract and payment of all labor and all material bills. The bond shall be in the form provided.

A Performance Bond, or other equivalent surety, in an amount equivalent to ten percent (10) of the total cost of the project shall be provided to the Airport to secure the warranty for a period of two years prior to final payment.

2.10 CONTRACT AWARD

Award of the contract will be to the lowest responsible bidder. Owner 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, Owner 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 Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the bid forms, but the Owner may accept them in any order or combination.

Owner 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 Owner.

Owner may conduct such investigations as he 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 Owner's satisfaction within the prescribed time.

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

If the contract is to be awarded, it will be awarded to the bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Owner.

If the contract is to be awarded, Owner will give the successful bidder a Notice of Award within thirty (30) days after the day of the bid opening.

The Owner 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 Owner.

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 Owner. No such

document shall be effective until it has been approved by the Owner as to final execution.

2.11 CONTRACT SPECIFICATIONS

Specifications to be followed under this contract are the City of Rapid City Standard Specifications for Public Works Construction (2007 Edition), as currently revised, and any Special Provisions, Special Conditions, and/or Detailed Specifications pertaining to this contract.

2.12 EXAMINATION OF PROJECT SITE

The Contractor shall be responsible for examination of the site of the project. This includes the soil and water conditions to be encountered, improvements and private property to be protected, disposal sites for surplus material other than sites designated, and as to methods of ingress and egress to private properties and methods of handling traffic during construction of the entire project.

2.13 INSURANCE INFORMATION

Without limiting any of the other obligations or liabilities of the Contractor and until the work is completed and accepted by the Owner, 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 City in sufficient time to allow for review and approval by the City Attorney prior to the actual start of work by the Contractor. The City of Rapid City 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.

2.14 BASIS OF PAYMENT

Method of payment for the work will be as outlined in Sections 2.15, 2.16 and 2.17. Method of payment under this contract will be as checked below:

- (a) Partial Payments Project **XXXXX**
- (b) Single Payment Project

2.15 PAYMENT FOR MATERIALS ON SITE

Consideration of partial or full payments of materials on site (Section 2.15) within this contract will be as indicated and checked below:

- (a) Yes - Payments will be considered **XXXXX**

(b) No - Payments will not be considered

No payment on stockpiled materials as specified herein shall be made on fuel, hardware (bolts, plates, etc.), supplies, form lumber, false work, perishable materials, or on temporary structures of any kind which will not become an integral part of the finished construction nor on items when unit bid prices are obviously unbalanced as compared to the Engineer's estimated unit prices prepared prior to the letting.

No payment shall be made on stockpiled material until it has been tested and approved for use.

All material for which an allowance is requested shall be stored in a pre-approved manner in areas designed by the Airport where damage from floodwaters is not likely to occur. If, at any time, stored materials are lost or become damaged by floods or in any other manner, the Contractor will be responsible for repair and replacement of such damaged materials. If payment has been made prior to such damage, the amount so allowed, or a proportionate part thereof, shall be deducted from the next partial payment and withheld until satisfactory repairs or replacements have been made.

Progress payments for stockpiled materials will be made on the basis of the parts and materials determined by actual measurement as placed in storage in accordance with the stipulations in these specifications.

2.16 USE TAX LIABILITY

The Contractor shall be liable to pay the use tax on tangible personal property that is supplied by the City to the Contractor for performance of the Contractor. The value of said personal property is estimated to be **\$0.00**, which value shall be used for determining the Contractor's liability for tax. The Contractor shall be liable to pay all Federal, State, County, or local taxes required for labor and/or materials included in this Contract.

2.17 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.

2.18 RESIDENTIAL PREFERENCE

A contract let by the City 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.

2.19 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.

2.20 RAPID CITY REGIONAL AIRPORT NONDISCRIMINATION POLICY STATEMENT

Rapid City Regional Airport assures that no person shall on the grounds of race, color, national origin (including Limited English Proficiency), sex (including sexual orientation and gender identity), creed, or age, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (PL 100.259), Section 520 of the Airport and Airway Improvement Act of 1982, and related authorities (hereafter, "Title VI and related requirements"), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives U.S. Department of Transportation (DOT) funding. Title VI also prohibits retaliation for asserting or otherwise participating in claims of discrimination.

Rapid City Regional Airport further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs are federally funded or not. The Airport Sponsor agrees, among other things, to understand the communities surrounding or in the flight path and customers that use the airport. Anytime communities may be impacted by programs or activities the Rapid City Regional Airport will take action to involve them and the general public in the decision-making process.

Rapid City Regional Airport requires nondiscrimination assurances, as prescribed by FAA, from each tenant, contractor, and concessionaire providing an activity, service, or facility at the airport. Assurances must be included in any related lease, contract, or franchise agreement between Rapid City Regional Airport and each tenant, contractor, and concessionaire, as well as in any similar agreements with their own sub-tenants and sub-contractors.

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) 394-4195.

2.23 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 owner. All other fees, taxes and costs shall be borne by the Contractor.

2.24 CERTIFICATION OF RESIDENT LABOR

Prior to execution of the contract, the apparent low bidder shall certify:

- A. That no more than twenty percent of the cost of labor included in the contract is being provided by nonresident subcontractors; or
- B. That more than twenty percent of the cost of labor included in the contract is being provided by nonresident subcontractors because resident contractor are not available and at competitive prices.

This certification shall be provided in a form acceptable to the City of Rapid City. The apparent low bidder shall also provide any information requested by the City of Rapid City to verify the certification.

2.25 PROHIBITED ENTITY CERTIFICATION

The Bidder must submit a Certification of Prohibited Entity Status with its bid that certifies that the Bidder is not a Prohibited Entity as defined in SDCL 5-18A-1(19A), defined as a company or organization which is ultimately owned or controlled by a foreign parent entity or the government of the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela. This Certification shall be provided in a form acceptable to the Rapid City Regional Airport. A Bidder shall provide any information requested by the Airport to verify the certification, upon request; however the Airport may rely on the certification without conducting any further investigative research or inquiry.

2.26 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.

August 8, 2024 at 10:00 AM MT
Airport Board Room - Second Floor Terminal Building
4550 Terminal Road
Rapid City, South Dakota 57703

ELEVATOR 1 – MODERNIZATION – FREIGHT ELEVATOR DETAILED SPECIFICATIONS

Serial #: US69120
Speed: 125 fpm
Capacity: 3,500 lbs

Equipment Type: Hydraulic
4 stops (4 front/0 rear)

This elevator was installed in 1988 and is located in the west bay delivery area of the terminal building. It is in the pre-security side of the airport and used mainly as a freight elevator and/or a backup passenger elevator if the main one is out of service.

Parts have become obsolete and difficult to obtain. A complete modernization of the elevator is needed. The below Description of Work may or may not include all of the necessary components. Components listed may be substituted with an “approved equal” with all Deviations from the Description submitted with the bid.

Any removed parts and materials are to be disposed of by the Contractor and not left on site at the Airport.

Description of Work:

Controller:

- TAC 32 Controller with following options:
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- Solid State Starters (6 or 12 leads) 460 / 575 VAC
- Battery Lowering in Controller
- Viscosity Control
- Monitoring Device Provisions

Power Unit:

- New Hydraulic Oil
- 55 Gallon Drum Biodegradable Oil
- EP-150 Power Unit (Submersible)
- Viscosity Control

Jack:

- Pipe Stands

Car:

- 21" Toe Guard
- Fan: Two Speed
- Car Top Exit Switch
- Cab Wiring Material

Hoistway:

- HN Boxes (per each 2 cars, grouped)
- Selector and magnets (terminal limits included)
- TAC 32 Field Friendly Wiring Package Including single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

Pit:

- Pit Stop Switch

Cab:

- Car Door (SSSS, #4 S/S (441))

Door Equipment:

- Interlock / Pick up Assemblies for existing Dover Operators. Including closers
- Micro Light (Front)
- LD-16 Plus Door Operator with Complete carside equipment (FRONT)
 - Including Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal)

Car Fixtures:

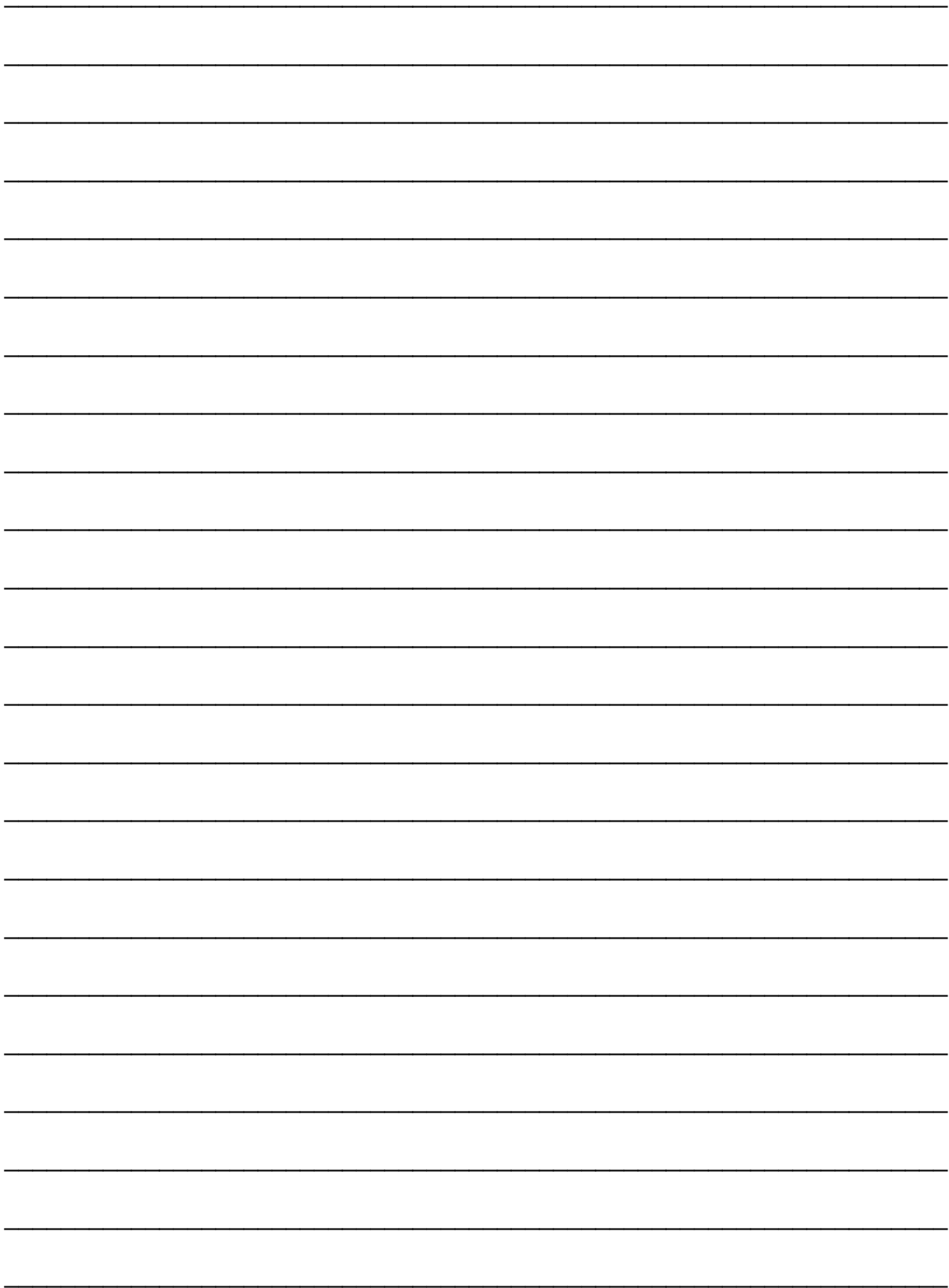
- Main Car Station Including Options Below:
 - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
 - Back Box May be Reused
 - Vandal Resistant Floor Buttons
 - Debranded Car Station (No Logo)
 - Cast Braille Plates for Car Features
 - Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stop
 - Inspection/Hoistway Enable)
 - Emergency Light mounted in COP
 - 2004 and later Fire Service Phase II Features w/ instructions signage
 - Handicap Signal (Passing signal)
 - Position Indicator (2" CE Segmented)
 - ADA Phone System integral with COP
 - Speaker Pattern for Intercom System/ADA Phone
 - Locked Service Cabinet
 - Certificate Window

- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button/Keyswitch
- TAC Serial Boards (Main)
- Car Riding Lantern (Standard) #4 S/S (441)

Hall Fixtures

- Serial Boards for Hoistway Access
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Access Switch (in Hall Station)
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Car Identification Plate (Pair)
- Terminal Hall Stations (Surface Mounted) with
- Appendix O (Polycarbonate insert flame)
- Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with
- Appendix O (Polycarbonate insert flame)
- Fusion (#4 S/S (304))
- Intermediate Hall Stations (Surface Mounted) with
- Appendix O (Polycarbonate insert flame)
- Fusion (#4 S/S (304))

ELEVATOR 1 - DEVIATIONS FROM ABOVE DESCRIPTION OF WORK (IF APPLICABLE)



ELEVATOR 2 – MODERNIZATION – CONCOURSE ELEVATOR DETAILED SPECIFICATIONS

Serial #: US69119
Speed: 100 fpm
Capacity: 2,000 lbs

Equipment Type: Hydraulic
2 stops (2 front/0 rear)

This elevator was installed in 1988 and is located in the concourse area of the terminal building. It is in the secured side of the airport and used mainly as a freight/vendor elevator and/or a backup passenger elevator if the main one is out of service.

Parts have become obsolete and difficult to obtain. A complete modernization of the elevator is needed. The below Description of Work may or may not include all of the necessary components. Components listed may be substituted with an “approved equal” with all Deviations from the Description submitted with the bid.

Any removed parts and materials are to be disposed of by the Contractor and not left on site at the Airport.

Description of Work:

Controller:

- Tenant Security 3-1 (Card Reader with override switch)
- TAC 32 Controller with following options:
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- Solid State Starters (6 or 12 leads) 460 / 575 VAC
- Battery Lowering in Controller
- Viscosity Control
- Monitoring Device Provisions

Power Unit:

- New Hydraulic Oil
- EP-60 Power Unit (Submersible)
- Viscosity Control

Jack:

- Pipe Stands

Car:

- 21" Toe Guard
- Fan: Two Speed
- Car Top Exit Switch
- Cab Wiring Material

Hoistway:

- HN Boxes (per each 2 cars, grouped)
- Selector and magnets (terminal limits included)
- TAC 32 Field Friendly Wiring Package Including single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

Pit:

- Pit Stop Switch

Cab:

- Car Door (SSSS, #4 S/S (441))

Door Equipment:

- Interlock / Pick up Assemblies for existing Dover Operators. Including closers
- Micro Light (Front)
- LD-16 Plus Door Operator with Complete carside equipment (FRONT)
 - Including Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal)

Car Fixtures:

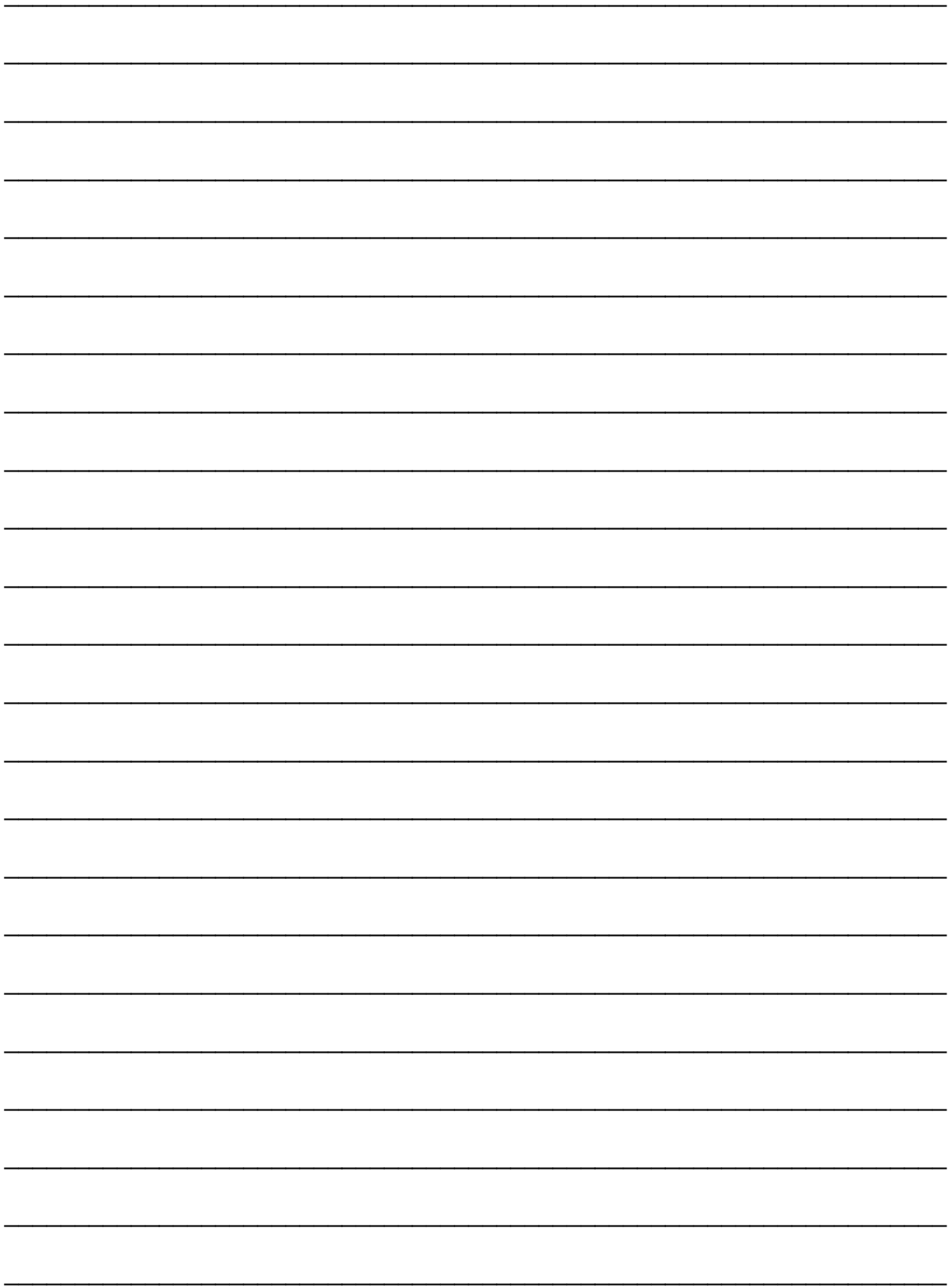
- Main Car Station Including Options Below:
 - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
 - Back Box May be Reused
 - Vandal Resistant Floor Buttons
 - Debranded Car Station (No Logo)
 - Cast Braille Plates for Car Features
 - Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stop
 - Inspection/Hoistway Enable)
 - Emergency Light mounted in COP
 - 2004 and later Fire Service Phase II Features w/ instructions signage
 - Handicap Signal (Passing signal)
 - Position Indicator (2" CE Segmented)
 - ADA Phone System integral with COP
 - Speaker Pattern for Intercom System/ADA Phone
 - Locked Service Cabinet
 - Certificate Window

- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button/Keyswitch
- TAC Serial Boards (Main)
- Car Riding Lantern (Standard) #4 S/S (441)

Hall Fixtures

- Serial Boards for Hoistway Access
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Access Switch (in Hall Station)
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Car Identification Plate (Pair)
- Terminal Hall Stations (Surface Mounted) with
- Appendix O (Polycarbonate insert flame)
- Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with
- Appendix O (Polycarbonate insert flame)
- Fusion (#4 S/S (304))
- Intermediate Hall Stations (Surface Mounted) with
- Appendix O (Polycarbonate insert flame)
- Fusion (#4 S/S (304))

ELEVATOR 2 - DEVIATIONS FROM ABOVE DESCRIPTION OF WORK (IF APPLICABLE)



BIDDER'S PROPOSAL – PAGE ONE OF THREE

NAME OF BIDDER: _____

ADDRESS: _____

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

e-mail address: _____

Bidder proposes and agrees to and with the Rapid City Regional Airport of Rapid City, South Dakota ("City") to furnish TWO (2) ELEVATOR MODERNIZATIONS, at the following price, to-wit:

ITEM NO.	DESCRIPTION	Quantity	UNIT PRICE (numerical)
1	Elevator 1 – Pre Security Serial #US69120 Hydraulic 4 Stops	1	
<i>(Extended Price in Words – Elevator 1)</i>			
ITEM NO.	DESCRIPTION	Quantity	UNIT PRICE (numerical)
2	Elevator 2 – Post Security Serial #US69119 Hydraulic 2 Stops	1	
<i>(Extended Price in Words – Elevator 2)</i>			
Total Price Both Elevators: \$ _____			
Total Price Both Elevators in Words:			
<i>(Extended Total Price in Words for Both Elevators)</i>			

The within proposal and agreement are based upon the conditions, stipulations, and specifications named in the notice inviting bids for said TWO (2) ELEVATOR MODERNIZATIONS, which notice and detailed specifications are made a part of this contract as if written herein at length.

BIDDER'S PROPOSAL – PAGE TWO OF THREE

All work shall be complete by _____. Liquidated damages, as specified in the Rapid City Standard Specifications, will be charged for failure to complete the project on or before the completion date.

The Bidder further agrees and states that he has read the notice calling for bids and has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein and agrees to enter into attached Contract.

**CERTIFICATION OF PROHIBITED ENTITY STATUS
SDCL 5-18A-51**

SDCL 5-18A-1(19A) defines "Prohibited Entity" as follows:

"[A]n organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled by:

- (a) A foreign parent entity from the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela; or
- (b) The government of the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

A prohibited entity does not include a citizen or legal permanent resident of the United States, or an individual foreign national;

The undersigned hereby certifies the following:

1. I am an authorized representative and agent of _____
_____ ("Bidder");

2. Check one:

___ Bidder is not a Prohibited Entity as defined by SDCL 5-18A-1(19A); or

___ Bidder is a Prohibited Entity pursuant to SDCL 5-18A-1(19A) but grounds for waiver exist pursuant to SDCL 5-18A-52. *If marking this option, provide the basis for the requested grounds for waiver.*

3. I understand that a Bidder who becomes a Prohibited Entity, as defined above, at any time after making this certification that it is not a Prohibited Entity, Bidder must provide written notice to the City, who may terminate the contract.

BIDDER'S PROPOSAL – PAGE THREE OF THREE

5. I understand that the City of Rapid City has the right to terminate a contract with any contractor who submits a false certification, and that any bidder who submits a false certification may be subject to suspension or debarment under SDCL 5-18D-12.

Dated this _____ day of _____, 20____.

(Contractor Business Name)

By: _____

Printed name: _____

Title: _____

**SUPPLIES AND EQUIPMENT
BETWEEN
CONTRACTOR AND CITY OF RAPID CITY RAPID CITY REGIONAL AIRPORT
For TWO ELEVATOR MODERNIZATIONS**

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

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

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all of the materials, labor and perform all of the work as described in the specifications for Supplies and Equipment entitled TWO (2) ELEVATOR MODERNIZATIONS 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 Proposal, or _____. 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 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 Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

_____ Dollars (\$ _____)

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Upon delivery of any items under this Contract, the Individual or Department specified in Article 2 for making time extensions shall satisfy himself by examination that the furnishing of supplies and equipment has been finally and fully completed in accordance with the Specifications and Contract, and shall make up the appropriate purchase order. The Contractor must complete and return a proper invoice and payment will be made on said invoice as soon as possible after approval by the Rapid City Regional Airport Board of Directors.

ARTICLE 5. WARRANTY

Contractor agrees to warranty the project as per the WARRANTY included and incorporated herein by reference as Exhibit A.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Notice for Bids, General Conditions, Special Conditions, Addendum, Specifications, and the Bidder's Proposal together with this Agreement, form the Contract, and all are as fully a part of the Contract as if herein set forth at length.

The Contractor 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.

ARTICLE 7. INDEMNIFICATION AND INSURANCE

Contractor agrees to indemnify, defend and hold harmless the Airport against all liability, loss, damage, costs, and expenses including, but not limited to, costs of defense and reasonable attorney's fees, which the Airport may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission or negligent act of the Contractor or its employees, any subcontractor or its employees, or any person, firm, partnership, or corporation employed or engaged by the Contractor. Contractor further agrees to make full reimbursement for any damage to property which may result from operation under or in connection with snow removal by Contractor, its subcontractor(s) or any person, firm, partnership, or corporation employed or engaged by the Contractor.

Contractor shall obtain and maintain at its expense the following minimum limits of occurrence-based insurance coverage for the duration of the agreement.

Type of Coverage

Minimum Limits of Coverage

A. Workers' Compensation Employers Liability	Statutory \$500,000/\$500,000/\$500,000
B. Comprehensive General Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate
C. Commercial Automobile Liability	\$1,000,000 combined single limit

Such insurance policies shall contain cross liability provisions and shall name the “City of Rapid City and the Rapid City Regional Airport Board, individually and collectively, and its representatives, officers, officials, employees, agents and volunteers as additional insured with respect to all activities arising out of the performance of the work and/or services under. Such insurance shall be primary to any valid and collectible insurance maintained by the Airport. Acceptable Certificates of Insurance and Endorsements confirming the above coverage shall be filed before commencing any work and/or services. Such Certificates shall afford the Airport thirty (30) days written notice of cancellation or of a material change in coverage. The Airport’s failure to obtain from Contractor a Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements. This paragraph shall in no way limit the provisions of the indemnity section.

ARTICLE 8. RAPID CITY REGIONAL AIRPORT NONDISCRIMINATION POLICY STATEMENT

Rapid City Regional Airport assures that no person shall on the grounds of race, color, national origin (including Limited English Proficiency), sex (including sexual orientation and gender identity), creed, or age, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (PL 100.259), Section 520 of the Airport and Airway Improvement Act of 1982, and related authorities (hereafter, “Title VI and related requirements”), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives U.S. Department of Transportation (DOT) funding. Title VI also prohibits retaliation for asserting or otherwise participating in claims of discrimination.

Rapid City Regional Airport further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs are federally funded or not. The Airport Sponsor agrees, among other things, to understand the communities surrounding or in the flight path and customers that use the airport. Anytime communities may be impacted by programs or activities the Rapid City Regional Airport will take action to involve them and the general public in the decision-making process.

Rapid City Regional Airport requires nondiscrimination assurances, as prescribed by FAA, from each tenant, contractor, and concessionaire providing an activity, service, or facility at the airport. Assurances must be included in any related lease, contract, or franchise agreement between Rapid City Regional Airport and each tenant, contractor, and concessionaire, as well as in any similar agreements with their own sub-tenants and sub-contractors.

Contractor will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Airport, its agencies or representatives, to ascertain compliance with the above provisions. This section shall be binding on all subcontractors or suppliers.

ARTICLE 9. SUBLET OR ASSIGN

The Contractor shall not sublet or assign any part of the work under this Agreement without written authority from the Airport.

ARTICLE 10. BADGING REQUIREMENTS

The Airport is subject to 49 CFR Part 1542, *Airport Security*, and must meet standards for access control, movement of ground vehicles, and identification of Contractor and tenant personnel. Contractor agrees to comply with all applicable Airport and FAA rules and regulations related to airport security. Contractor shall pay all costs to obtain Airport issued badges, when required. Should Contractor require Airport Staff to provide escorting services, said services will be billed back to Contractor at actual cost plus fifteen (15) percent administration fee.

ARTICLE 11. TERMINATION

This Agreement may be terminated (a) by the Airport with or without cause upon ten days' written notice to the Contractor and (b) by the Contractor for cause upon ten days' written notice to the Airport. If the Airport terminates the agreement without cause, the Contractor will be paid for all services rendered prior to the date of termination.

ARTICLE 12. INDEPENDENT BUSINESS

The parties agree that the Contractor operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the Airport, except as to the product or the result of the work. The relationship between the Airport and the Contractor shall be that as between an independent contractor and the Airport and not as an employer-employee relationship. The payment to the Contractor is inclusive of any use, excise, income or any other tax arising out of this agreement.

ARTICLE 13. CONTROLLING LAW AND VENUE

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7th Judicial Circuit, Pennington County.

ARTICLE 14. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

ARTICLE 15. FUNDS APPROPRIATION

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the Airport for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Contractor, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the Airport until funding for that component has been appropriated.

ARTICLE 16. CIVIL RIGHTS NON-DISCRIMINATION

1. In all its activities within the scope of its airport program, CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If CONTRACTOR transfers its obligation to another, the transferee is obligated in the same manner as CONTRACTOR. This provision obligates CONTRACTOR for the period during which the property is used or possessed by CONTRACTOR and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. During the performance of this Agreement, CONTRACTOR for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:
 - A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - B. 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);
 - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - F. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - G. 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);

- H. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101 *et seq.*), (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - I. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination 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);
 - K. 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. 74087 (2005));
 - J. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).
3. CONTRACTOR, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that CONTRACTOR will use the premises in compliance with all other requirements imposed by or pursuant to the List of non-discrimination Acts and Authorities. In the event of breach of any of the above nondiscrimination covenants, AIRPORT will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Agreement had never been made or issued.
4. During the performance of this Agreement, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:
- A. Compliance with Regulations: 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.

- B. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. 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.
- C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by 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 CONTRACTOR of contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities.
- D. Information and Reports: 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 AIRPORT or the FAA 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, CONTRACTOR will so certify to AIRPORT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the non-discrimination provisions of this Agreement, AIRPORT will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR will include the provisions of this subsection in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. CONTRACTOR will take action with respect to any subcontract or procurement as AIRPORT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or CONTRACTOR because of such direction, CONTRACTOR may request AIRPORT to enter into any litigation to protect the interests of AIRPORT. In addition, CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

The Contractor further agrees and states that he/she has studied the detailed specifications and the he/she is familiar with the terms and conditions stipulated therein.

IN WITNESS WHEREOF: the parties hereto have made and executed this agreement as of the day and year first written above.

RAPID CITY REGIONAL AIRPORT BOARD

CONTRACTOR

Robert Hall, President

Signature

ATTEST:

Printed Name

Bob Conway, Secretary