

REQUEST FOR BIDS

**ONE (1) NEW CURRENT MODEL YEAR ROAD PLOW
TRUCK 6500, 4X4 CAB, CHASSIS 84" 23,500 GVW**

RAPID CITY REGIONAL AIRPORT
RAPID CITY, SOUTH DAKOTA

May 1, 2025
2:00 P.M.

EXECUTIVE DIRECTOR
Patrick Dame

BOARD MEMBERS

Robert Hall
Bob Conway
Caleb Arceneaux

Michelle Thomson
John Pierce

Advertisement for Bids
ONE NEW CURRENT MODEL YEAR ROAD PLOW
TRUCK 6500, 4X4 CAB, CHASSIS 84" 23,500 GVW

Rapid City Regional Airport
Rapid City, South Dakota

Sealed bids for the procurement of One New Current Model Year Road Plow: Truck 6500, 4X4 Cab, Chassis 84" 23,500 GVW for 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 May 1, 2025. 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, "One New Current Model Year Road Plow Project No. 25-5341."

The proposed work includes the following: Procurement of a Road Plow

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 or offerors 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 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.

Dated this 8TH Day of April, 2025.

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

Publication Dates: April 12, 2025
April 19, 2025

**SPECIFICATIONS FOR
ONE (1) NEW CURRENT MODEL YEAR ROAD PLOW
TRUCK 6500, 4X4 CAB, CHASSIS 84" 23,500 GVW
Rapid City Regional Airport, 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., May 1, 2025, ONE (1) NEW CURRENT MODEL YEAR, ROAD PLOW, TRUCK 6500, 4X4 CAB, CHASSIS 84", 23,500 GVW for which shall meet the following specifications:

SCOPE

It is the intent of these specifications to describe ONE (1) NEW CURRENT MODEL YEAR, ROAD PLOW, TRUCK 6500, 4X4 CAB, CHASSIS 84", 23,500 GVW in sufficient detail to secure comparable bids. All parts not specifically mentioned, to provide shall be included in the bid and shall conform in strength, quality of material and workmanship to what is usually provided.

The Airport's intent is to obtain a reasonable bid from all interested bidders. If for any reason bidders are unable to meet or equal the following specifications, the Airport will receive for consideration minor deviations of specifications. Deviations and variations of specifications must be fully detailed and explained by the bidder on the form provided and stapled to the BIDDER'S PROPOSAL.

All bids must be accompanied by literature completely describing ONE (1) NEW CURRENT MODEL YEAR, ROAD PLOW, TRUCK 6500, 4X4 CAB, CHASSIS 84", 23,500 GVW to be furnished. Each bidder must be a certified dealer authorized by the manufacturer he represents. Each bid shall contain a dealer or factory warranty as a guarantee of the product to be furnished. The guarantee shall be stated in the descriptive literature or by a letter.

GENERAL CONDITIONS

1) Bidders Information

Each bid envelope shall contain ONLY ONE (1) Bid Proposal and shall be marked with the words "Sealed Bid – One New Current Model Year Road Plow Project No. 25-5341."

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 as a guarantee of the bidder entering into a contract, for the supplying of ONE (1) NEW CURRENT MODEL YEAR ROAD PLOW for the Rapid City Regional Airport. After the terms of the contract have been met, the bidder's check or bid bond will be returned to the successful bidder. Checks or bonds of all the unsuccessful bidders will be returned within thirty (30) days after the bids have been opened.

SPECIFICATIONS

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, a completed proposal page, and a completed and signed CERTIFICATION OF PROHIBITED ENTITY STATUS. 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 ONE (1) NEW CURRENT MODEL YEAR ROAD PLOW - TRUCK 6500, 4X4 CAB, CHASSIS 84" 23,500 GVW, 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.

The ONE (1) NEW CURRENT MODEL YEAR ROAD PLOW - TRUCK 6500, 4X4 CAB, CHASSIS 84" 23,500 GVW is to be equipped with approved lights and safety equipment meeting all Local, State, and Federal laws and requirements. The ONE (1) NEW CURRENT MODEL YEAR ROAD PLOW - TRUCK 6500, 4X4 CAB, CHASSIS 84" 23,500 GVW shall be delivered F.O.B., Rapid City Regional Airport, 4550 Terminal Road, Rapid City, South Dakota, 57703.

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

**ONE (1) NEW CURRENT MODEL YEAR ROAD PLOW
TRUCK 6500, 4X4 CAB, CHASSIS 84" 23,500 GVW
DETAILED SPECIFICATIONS**

Bidder shall indicate compliance for each detail as listed below. Any deviations should be thoroughly listed immediately following the detailed list.

		COMPLY	
		YES	NO
01	GENERAL:		
01.01	It is the intent of these specifications to establish minimum requirements for ONE (1) NEW CURRENT MODEL YEAR ROAD PLOW - TRUCK 6500, 4X4 CAB, CHASSIS 84" 23,500 GVW. This vehicle shall include all manufacturer's advertised standard equipment that meets or exceeds the following specifications unless otherwise specified.		
01.02	Engine Diesel		
01.03	Transmission Automatic (PTO compatible)		
01.04	Regular Cab		
01.05	5700 lb Front Axle		
01.06	Dual Real Wheel		
01.07	Radio AM/FM		
01.08	Backup Camera		
01.09	Power Door Locks with FOBs		
01.10	Breaks ABS		
01.11	Break Controller Integrated		
01.12	Power Windows		
01.13	Air Conditioning		
01.14	Air Bags		
01.15	Cruise Control		
01.16	Floor Coverings Rubber		

01.17	Guard Skid Plate Package – Manufacturer’s Standard		
01.18	Trailer Two Package Cooler Engine Cooler Transmission Cooler		
01.19	Hubs Auto Locking		
01.20	Lights Clearance Roof Amber		
01.21	Mirrors Trailer Powered Adjustable Heated		
01.22	Seats Cloth Buckets		
01.23	Tilt Steering		
01.24	Spare Tire Full Size Jack and Accessories		
01.25	Tires All Terrain/Snow		
01.26	Two Hooks Two on Front		
01.27	Wipers Multiple Speed		
01.28	Fuel Filler Hose Extension		
01.29	Factory Cab Headliner		
01.30	PTO Provisions W/Electric Throttle Control		
01.31	Running Boards		
01.32	Aux Switches Factory Installed		
02	Plow/Sander		
02.01	10' Stainless Steel Chassis Mounted Sander 84" Wide		
02.02	50" Tall		
02.03	Dual Augers		
02.04	Stainless Steel Catwalk and Cab Shield		
02.05	Hydraulic Driver PTO With 28GPM & 1500 RPM Pump		
02.06	Products Control Center with Reservoir Mounted		

02.07	Electric Over Hydraulic Controls in Cab Electric Controls for Sander Auger and Spinner		
02.08	Liquid Tanks for PreWet Application with Controls		
02.09	10' Municipal Snow Plow with Mounting and Controls		
02.10	LED Head Light Assembly		
02.11	Blade Guides		
02.12	Skid Shoes		
03	WARRANTY:		
03.01	One year unlimited 100% parts and labor, to begin no earlier than the date of delivery, and our acceptance of the machine.		
03.02	Two year unlimited power train 100% parts and labor for a total of three years warranty.		
03.03	The successful bidder shall respond to all calls for warranty work within 48 hours of being notified by Rapid City Regional Airport personnel. 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 Maintenance Manager or his/her designee, at the request of the Airport Deputy Director or his/her designee, they agree to pay \$100.00 per each additional 24 hour period from the time of notification until the machine 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 City of Rapid City. 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	Free towing/transportation shall be included during the first 12 months unlimited warranty for all related failures.		
03.09	All in service policies and warranties shall be delivered with the truck at the time of delivery.		
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 machine 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 machine is not operable after being notified.		
05	PARTS AVAILABILITY:		
05.01	All parts that are essential to the operation of this machine 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	Supplier to provide a minimum of 8 hours training to staff regarding chassis and a minimum of 8 hours on operations.		
07	DELIVERY PENALTY:		
07.01	Successful bidder shall guarantee delivery by the date in the bidder's proposal. Failure to do so will cause a \$100.00 per day penalty to be assessed for every day that the equipment is not delivered to the Rapid City		

	Regional Airport. Extended delay in delivery will be considered just cause for termination of the contract.		
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Deviations or Exceptions to the above listed detail requirements:

[illegible]

PROPOSAL

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 The ONE (1) NEW CURRENT MODEL YEAR ROAD PLOW - TRUCK 6500, 4X4 CAB, CHASSIS 84" 23,500 GVW at the following price, to-wit:

ITEM NO.	DESCRIPTION	Quantity	UNIT PRICE (numerical)	EXTENDED PRICE (numerical)
1	Current Model Year ONE (1) NEW CURRENT MODEL YEAR ROAD PLOW - TRUCK 6500, 4X4 CAB, CHASSIS 84" 23,500 GVW per specifications, complete and ready for use as intended and delivered F.O.B., Airport – 4550 Terminal Rd.	1		
<hr/>				
<i>(Extended Price in Words)</i>				
Make:		Model:		
Vendor Name:				

The within proposal and agreement are based upon the conditions, stipulations, and specifications named in the notice inviting bids for said The ONE (1) NEW CURRENT MODEL YEAR ROAD PLOW - TRUCK 6500, 4X4 CAB, CHASSIS 84" 23,500 GVW, which notice and detailed specifications are made a part of this contract as if written herein at length. The ONE (1) NEW CURRENT MODEL YEAR ROAD PLOW - TRUCK 6500, 4X4 CAB, CHASSIS 84" 23,500 GVW shall be delivered F.O.B., Rapid City Regional Airport, Rapid City, South Dakota, 57703, within _____ calendar days (to be filled in by Bidder) after date of awarding contract.

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.

NAME OF COMPANY - BIDDER _____

AUTHORIZED SIGNATURE _____

Print Name & Title _____

Date _____

BIDDER MUST FILL IN ALL SPACES PROVIDED ABOVE

**CONTRACT FOR SUPPLIES AND EQUIPMENT
BETWEEN
SUPPLIER AND RAPID CITY REGIONAL AIRPORT**

THIS AGREEMENT, made the ____ day of _____, 2025, by and between _____ hereinafter "Supplier," 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 Supplier shall furnish all of the materials, labor and perform all of the work as described in the specifications for Supplies and Equipment entitled ONE (1) NEW CURRENT MODEL YEAR ROAD PLOW - TRUCK 6500, 4X4 CAB, CHASSIS 84" 23,500 GVW 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. 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 Supplier 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 3. TIME OF COMPLETION

The furnishing or ordering of materials, supplies, and equipment under this Contract shall be commenced as soon as possible within the time stated in the specifications unless the specifications expressly provide for a one time delivery, it is agreed that the Airport may place orders under this Contract at any time or times within the Contract period. Failure to meet the terms of the Contract on or before the completion date may result in forfeiture of the Performance Bond or deposit, if any; and shall be deemed a breach of this Contract. Request for time extensions shall be made in writing to the Rapid City Regional Airport at

least fourteen (14) days before the Contract completion date. The Airport will issue all time extensions.

ARTICLE 4. THE CONTRACT SUM

The Airport shall pay the Supplier for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

_____ **Dollars (\$_____)**

ARTICLE 5. 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 Supplier 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 6. WARRANTY

To be added as an addendum to this contract.

ARTICLE 7. INDEMNIFICATION AND INSURANCE

Supplier 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 Supplier or its employees, any subcontractor or its employees, or any person, firm, partnership, or corporation employed or engaged by the Supplier.

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. CITY OF RAPID CITY 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. Rapid City Regional Airport requires nondiscrimination assurances, as prescribed by FAA, from each supplier, 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 SUPPLIER, contractor, and concessionaire, as well as in any similar agreements with their own sub-tenants and sub-contractors.

Supplier 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 Supplier 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. The cost to obtain Airport issued badges, when required, will be at the expense of the Supplier. Should Supplier require Airport Staff to provide escorting services, said services will be billed back to Supplier at actual cost plus fifteen (15) percent administration fee.

ARTICLE 11. INDEPENDENT BUSINESS

The parties agree that the Supplier 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 Supplier shall be that as between an independent Supplier and the Airport and not as an employer-employee relationship. The payment to the Supplier is inclusive of any use, excise, income or any other tax arising out of this agreement.

ARTICLE 12. 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 13. 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 14. 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 Supplier, 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 15. CIVIL RIGHTS NON-DISCRIMINATION

1. In all its activities within the scope of its airport program, SUPPLIER 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 SUPPLIER transfers its obligation to another, the transferee is obligated in the same manner as SUPPLIER. This provision obligates SUPPLIER for the period during which the property is used or possessed by SUPPLIER 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, SUPPLIER 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. SUPPLIER, 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 SUPPLIER 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, SUPPLIER, for itself, its assignees, and successors in interest, agrees as follows:
- A. Compliance with Regulations: SUPPLIER (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - B. Nondiscrimination: SUPPLIER, 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. SUPPLIER will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by SUPPLIER for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or SUPPLIER will be notified by SUPPLIER of contractor's

obligations under this Agreement and the Nondiscrimination Acts and Authorities.

- D. Information and Reports: SUPPLIER will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by 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, SUPPLIER 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 SUPPLIER'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: SUPPLIER 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. SUPPLIER 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 SUPPLIER becomes involved in, or is threatened with litigation by a subcontractor, or SUPPLIER because of such direction, SUPPLIER may request AIRPORT to enter into any litigation to protect the interests of AIRPORT. In addition, SUPPLIER may request the United States to enter into the litigation to protect the interests of the United States.

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

ATTEST:

RAPID CITY REGIONAL AIRPORT

by _____
Robert Hall, President

, Secretary

NAME OF COMPANY

by _____
AUTHORIZED SIGNATURE

Print Name & Title

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.

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.

4. 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: _____