

RAPID CITY REGIONAL AIRPORT DRAFT AGREEMENT – MASTER TEMPLATE

AGREEMENT

Between

RAPID CITY REGIONAL AIRPORT BOARD

and

[CONTRACTOR NAME]

For the Award Package(s) Awarded Under the

Integrated Terminal Technology Package

Contract Term: Five (5) years from the Component Commencement Date for each awarded package

Implementation Period: Begins on Notice to Proceed; schedule established by Award Package

Full Service Commencement: Upon Final Acceptance of the applicable Award Package

DRAFT

Drafting Note: This master template will be used for whichever Award Package(s) - MUFIDS including GIDS/BIDS, CUPPS, CUSS, and/or Digital Backwall Video Signage - are awarded to a Proposer. A separate executed Agreement may be prepared for each awarded Proposer. Exhibit D will identify the awarded package(s), component-specific implementation and commencement dates, pricing, ownership classification, and compensation. Bracketed text must be completed or selected before execution.

AGREEMENT

AGREEMENT made this ____ day of _____, 20____, between the City of Rapid City, South Dakota, by and through the Rapid City Regional Airport Board (hereinafter “Board”), 4550 Terminal Road, Suite 102, Rapid City, SD 57703, and [Contractor Legal Name], a [State] [type of legal entity] (hereinafter “Contractor”), [Address], [City, State, Zip]. The Board intends to obtain services for the Award Package(s) identified in Exhibit D to this Agreement (the “Services”), as part of the Airport’s Integrated Terminal Technology Package.

WHEREAS, the Board is in need of a qualified firm to provide, install, and manage the Award Package(s) identified in Exhibit D for the Airport terminal; and

WHEREAS, the Contractor has the necessary skills, resources, and technical expertise to perform such services on behalf of the Board; and

WHEREAS, the Board issued a Request for Proposals (RFP No. 26-____) for an Integrated Terminal Technology Package, dated [RFP Advertisement Date], attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Contractor submitted a Proposal in response to the RFP for the Award Package(s) identified in Exhibit D, attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Board wishes to retain the Contractor to perform the services described herein; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions of the Contractor’s scope of services and the compensation to be paid for those services.

NOW THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all materials, labor, equipment, software, hosting, data feeds, and support services and perform all work described in Section 5.0 of the RFP (Exhibit A) applicable to the Award Package(s) identified in Exhibit D, and as further detailed in the Contractor’s Proposal (Exhibit B), both of which are hereby made a part of this Agreement. The Contractor agrees that its Proposal complies with the requirements of the RFP for each Award Package identified in Exhibit D and agrees to perform all work described therein.

Depending on the Award Package(s) identified in Exhibit D, the scope of work may include, but is not limited to:

- MUFIDS/GIDS/BIDS: Provision, installation, configuration, testing, and commissioning of display device controllers, baggage claim input controllers, a content management system (CMS), real-time flight data integration, advertising management, emergency override capability, and proof-of-play reporting, scalable to a minimum of 61 total devices by 2028;
- CUPPS/CUSS: Provision of a Common Use Passenger Processing System and/or Common Use Self-Service kiosks compliant with applicable IATA technical specifications and the hybrid preferential/common-use model described in the RFP, using carrier and position designations stated in Exhibit D or an Addendum;
- Digital Backwall Video Signage: Provision and installation of LED display panels, mounting system, controllers, and video-to-display signal conversion meeting or exceeding the performance baseline in Section 5.7 of the RFP;

- For all Award Packages: 24/7/365 technical support, monthly uptime reporting, compliance with the Minimum Service Level Requirements in Section 5.1.4 of the RFP (as may be superseded by the negotiated SLA in Exhibit E), and compliance with Web Content Accessibility Guidelines (WCAG) 2.2, Level AA for all public-facing and web-delivered components.

The order of precedence in Article 12 controls conflicts among incorporated documents. The Airport will identify in Exhibit D whether the Contractor is the Integration Lead or a participating interface contractor under Article 1.1.

1.1 Cross-System Integration Responsibility

If designated as Integration Lead in Exhibit D, the Contractor shall publish and maintain an Interface Control Document defining data formats, refresh rates, authentication, responsibilities, and failure-handling behavior; coordinate joint integration testing; maintain the master interface and defect log; and report nonconforming interfaces. The Integration Lead designation does not transfer responsibility for another contractor's defective interface or performance.

If not designated as Integration Lead, the Contractor shall cooperate with the designated lead, conform its interfaces to the approved Interface Control Document, participate in coordinated testing, and timely correct defects attributable to its system. Final Acceptance is contingent on demonstrated interface conformance where cross-system integration is required. The Board retains final authority to resolve responsibility for integration defects.

ARTICLE 2. IMPLEMENTATION AND ACCEPTANCE

The Agreement becomes effective on the date last signed. Implementation for each Award Package begins upon the Board's written Notice to Proceed. Exhibit D will state the target Substantial Completion, acceptance-test, Final Acceptance, and Component Commencement dates. The target for MUFIDS, including GIDS and BIDS, is Final Acceptance by December 15, 2026 and production cutover by January 1, 2027. The target for CUPPS, CUSS, and Digital Backwall Video Signage is Final Acceptance no later than March 31, 2027, unless Exhibit D states an earlier supported date.

The Contractor shall execute an implementation and transition plan consistent with its accepted Proposal, including a phased installation schedule, construction and airline dependencies, parallel operation where applicable, testing milestones, and staff training. All anticipated downtime windows must be pre-approved in writing by the Board and scheduled during off-peak hours.

If an Award Package is not operational by the applicable contractual milestone due to causes attributable to the Contractor, the Contractor is responsible for the Board's reasonable, documented incremental costs directly resulting from that delay, including an available incumbent holdover for the affected service. No holdover cost is chargeable unless the Board actually incurs it. Delays caused by the Board, airlines, construction contractors, third-party systems outside the Contractor's control, or force majeure will be addressed through a written schedule adjustment.

ARTICLE 3. TIME OF COMPLETION

The service term for each Award Package is five (5) years beginning on its Component Commencement Date, unless earlier terminated. Exhibit D will state the dates for each awarded package. The Board and Contractor may extend a package by mutual written agreement and Board approval.

The furnishing, installation, and commissioning of all hardware and software under this Agreement shall be completed in accordance with the project schedule set forth in Exhibit B. Requests for time

extensions shall be made in writing to the Board at least fourteen (14) days before the affected deadline. The Board, through the Airport Executive Director, will issue all time extensions.

ARTICLE 4. CONTRACT SUM AND PAYMENT

4.1 Compensation

The Board shall pay the Contractor for the satisfactory performance of this Agreement in the amounts set forth in Exhibit D (Award Summary and Compensation Schedule), which itemizes pricing by Award Package consistent with the Contractor's accepted Proposal pricing under Attachment D of the RFP. All compensation is subject to additions and deductions as provided herein.

4.2 One-Time Implementation Costs

One-time implementation costs will be invoiced separately by Award Package using the following maximum milestone percentages unless Exhibit D states a more favorable schedule: twenty percent (20%) after approval of the final design and implementation plan; thirty percent (30%) after delivery and configuration of equipment and software; thirty percent (30%) after successful site and integration testing; and twenty percent (20%) after Final Acceptance. The Board will not pay for undelivered equipment or unperformed services except through a specifically approved advance-payment arrangement secured under Article 7.1. Payment terms are net forty-five (45) days.

4.3 Annual Service Fees

Recurring fees for site licensing, hosting, data feeds, software, support, updates, and warranty begin only after Final Acceptance of the applicable Award Package. Fees will be invoiced annually in advance, prorated for a partial first year, with net forty-five (45) day payment terms. Pricing is fixed during the initial five-year term. Optional extension pricing, if any, must be stated in Exhibit D.

4.4 Expansion Units

Additional units required as a result of the Airport's terminal expansion, including display device controllers, CUSS kiosks, or LED modules as applicable, shall be invoiced at the pre-negotiated unit prices in Exhibit D. The Contractor shall integrate expansion units within the timeframe agreed in writing for the applicable order.

4.5 Payment Procedure

The Contractor shall submit invoices for Services to the Board describing in reasonable detail the Services performed or costs incurred during the applicable period. The Board shall remit payment for all Services that are satisfactorily performed within forty-five (45) calendar days of receipt of a proper invoice. If the Board does not approve any portion of an invoice, the Board shall pay such amount as it deems owing and provide the Contractor written notice identifying the basis for non-approval.

4.6 Withholdings

The Board may withhold portions or all of any payment for unsatisfactory performance, or as a set-off for damages sustained by the Board by reason of any breach or default of this Agreement by the Contractor.

4.7 Cost and Price Reasonableness

The compensation set forth in Exhibit D reflects the Board's documented evaluation of price and cost reasonableness for the awarded scope.

ARTICLE 5. EQUIPMENT OWNERSHIP

5.1 Airport-Owned Equipment

Equipment expressly identified in Exhibit D as an Airport-owned purchase will become the Board's property upon Final Acceptance and payment for that equipment. Exhibit D will identify title-transfer timing, warranty coverage, maintenance responsibility, and end-of-term treatment for each material hardware item.

5.2 Contractor-Owned, Leased, and Licensed Items

Equipment, infrastructure, and software identified in Exhibit D as Contractor-owned, leased, hosted, licensed, or furnished as part of a managed service will remain subject to the stated ownership or license arrangement. The Contractor shall maintain and replace Contractor-owned equipment as necessary to meet the Agreement at no additional cost, except for damage caused by the Board or third parties outside the Contractor's control.

5.3 Equipment Condition and Replacement

All equipment must be new or expressly approved by the Board, fit for its intended use, supported by the manufacturer or Contractor, and maintained in good repair. The Board may require replacement at the Contractor's expense when equipment is defective, unsafe, unsupported, obsolete, materially noncompliant, or not maintained to Agreement standards. The Board may not require replacement solely because ownership remains with the Contractor.

5.4 End-of-Contract Data and Configuration Handover

Upon expiration or termination, the Contractor shall provide the Board and a designated successor with Airport-owned content, data, credentials, configuration documentation, interface documentation, architecture diagrams, network information, and other transition materials in a reasonably usable format. The Contractor shall provide up to ninety (90) days of orderly handoff cooperation at no additional charge for ordinary export and handoff work; extraordinary migration services may be charged only at rates stated in Exhibit D. The Contractor retains ownership of its pre-existing proprietary software, source code, methods, and tools. After the handoff period, the Contractor shall certify deletion of Airport data from Contractor-controlled systems except where retention is required by law. This obligation survives termination.

ARTICLE 6. INDEMNIFICATION

6.1 Indemnification of the Board

To the fullest extent permitted by law, the Contractor shall indemnify and defend the Board, the City of Rapid City, and their officers and employees from third-party claims, damages, losses, and reasonable defense costs to the extent caused by the Contractor's negligent acts or omissions, willful misconduct, breach of this Agreement, or infringement of a third party's intellectual-property rights.

The indemnity does not apply to the extent a claim is caused by the negligence or willful misconduct of an indemnified party. These obligations survive expiration or termination.

6.2 Governmental Immunity

Nothing in this Agreement requires the Board or City to indemnify the Contractor or waives governmental immunity, statutory limitations, defenses, or protections available under South Dakota law.

6.3 Limitation – Airline-Owned Proprietary Equipment

Where the Contractor's system interoperates with airline-owned, Preferential Use Departure Control System (DCS) or kiosk equipment under Section 5.2.1 of the RFP, the Contractor is not responsible for the performance, security, or maintenance of such airline-owned equipment, and the Contractor's indemnification obligations under Section 6.1 do not extend to failures originating solely on airline-owned proprietary systems the Contractor does not control, provided the Contractor's system meets the interoperability requirements of Section 5.2.1 of the RFP.

ARTICLE 7. INSURANCE AND PERFORMANCE ASSURANCE

Contractor, for itself and all subcontractors, prior to the commencement of any Services hereunder, shall provide the Board with Certificates of Insurance evidencing insurance issued by carriers and in amounts and on forms acceptable to the Board, consistent with Section 8.3 of the RFP. During the term of this Agreement, Contractor shall at a minimum maintain:

1. Workers' compensation liability insurance in the amount and form required under South Dakota law;
2. Commercial general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
3. Professional liability (errors and omissions) insurance of not less than \$1,000,000 per claim;
4. Commercial automobile liability insurance of not less than \$1,000,000 combined single limit; and

Technology errors and omissions and cyber/privacy liability insurance of not less than \$2,000,000 per claim, including coverage for security incidents, privacy events, data restoration, and network interruption.

The Board and City shall be named as additional insureds on commercial general liability and automobile policies where commercially available and appropriate. Contractor shall provide thirty (30) days' prior written notice of cancellation or material reduction in coverage, to the extent the policy permits. Certificates shall be delivered before Services begin and at each renewal.

7.1 Performance Assurance

As a condition of execution, the Contractor shall provide a Performance Guarantee or irrevocable Letter of Credit acceptable to the Board equal to twenty percent (20%) of the one-time implementation cost, or the amount of any approved advance payment for undelivered equipment, whichever is greater. The assurance will remain in effect through Final Acceptance of the applicable Award Package. The Board may require a payment bond if the awarded scope includes construction-type installation labor.

ARTICLE 8. ACCOMMODATIONS PROVIDED BY THE BOARD

The Board may, but shall not be required to, designate areas within or around Board's property for the temporary storage of Contractor's materials, equipment, or supplies. From time to time, the Board may relocate such storage areas or terminate Contractor's permission to store any or all materials, equipment, or supplies at or around Board's property. All materials, equipment, and

supplies of Contractor which are stored at or around Board's property shall be at Contractor's sole risk and peril.

Upon notice from the Board, or upon termination of this Agreement, Contractor shall promptly remove from such designated storage area all of Contractor's materials, equipment, and supplies; any materials, supplies, or equipment of Contractor or its employees or subcontractors which remain more than seventy-two (72) hours after such notice or termination may be disposed of by the Board without obligation or liability to Contractor or anyone claiming by, through, or under Contractor.

ARTICLE 9. JOINT REVIEW

At the Board's request, Board and Contractor representatives will meet to review performance, service levels, incidents, upcoming changes, and results against the Agreement. The representatives may jointly inspect equipment and services furnished under the applicable Award Package(s) as necessary to confirm satisfactory performance.

ARTICLE 10. TERMINATION

10.1 Termination for Breach or Convenience

The Board may terminate this Agreement or an Award Package for a curable material breach after written notice describing the breach and at least ten (10) business days to cure, unless a longer cure period is approved in writing. The Board may immediately suspend or terminate for fraud, abandonment, material security or safety risk, unlawful conduct, repeated Critical Issues, or a breach that cannot reasonably be cured. The Contractor will be paid only for conforming Services and accepted deliverables through termination, less lawful offsets.

For any other cause whatsoever, or for no cause, the Board shall have the right to terminate this Agreement, or any portion of it associated with a specific Award Package, at any time upon thirty (30) days' written notice to Contractor.

10.2 Termination by Contractor

Contractor may terminate this Agreement upon forty-five (45) days' written notice if the Board fails or refuses to pay Contractor in accordance with Article 4.

10.3 Funds Appropriation

If funds are not budgeted or appropriated for any fiscal year for services provided under this Agreement, this Agreement shall impose no obligation on the Board for payment beyond funds budgeted or appropriated. This Agreement is otherwise null and void as to unfunded future payments, and no right of action or damage shall accrue to the benefit of the Contractor, its successors, or assignees, for any further payments.

ARTICLE 11. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be delivered either personally or by certified or registered mail, with proper postage prepaid, to:

If to the Contractor:

[Contractor Name]
[Address]
[City, State, Zip]

If to the Board:

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

Attn: [Contact Name, Title]	
-----------------------------	--

In the event the date of actual receipt of any notice is not recorded, notices shall be deemed to have been received on the third day after posting.

ARTICLE 12. GENERAL PROVISIONS

12.1 Standard Covenants. Contractor shall comply with all applicable federal, state, and local laws, regulations, and Airport rules and policies as they may be amended from time to time. The Board shall provide notice to Contractor of any material amendment to applicable Airport rules and policies that affect this Agreement, and such amendments shall be binding upon Contractor.

12.2 Representations and Warranties. Contractor represents and warrants to Board that: (i) Contractor has the right to enter into this Agreement and to perform fully all of its obligations hereunder; (ii) Contractor's performance of the Services does not and will not conflict with or result in any breach or default under any other agreement to which Contractor is subject; and (iii) Contractor and its employees and subcontractors have the required skill, experience, and qualifications to perform the Services in a professional and workmanlike manner in accordance with best industry standards. These representations survive termination of this Agreement.

12.3 Severability. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be unenforceable, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision.

12.4 Headings. The headings in this Agreement are inserted for convenience only and are not intended to define, limit, or extend the scope or intent of any provision hereof.

12.5 Entire Agreement. When fully executed, this Agreement supersedes prior oral or written agreements concerning the Award Package(s). No click-wrap, browse-wrap, portal, invoice, purchase-order acknowledgment, online policy, or other Contractor standard term modifies this Agreement unless expressly accepted in a written amendment signed by the Board.

12.6 Amendments. Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

12.7 Assignments. This Agreement and each provision of it shall operate to the benefit of the parties and to their respective permitted successors in interest, legal representatives, and assigns. Contractor may not assign this Agreement without the Board's prior written consent.

12.8 Dispute Resolution. In the event of any dispute arising out of or relating to this Agreement that cannot be settled by the individuals who executed this Agreement, such dispute shall be referred to the parties' respective chief executives (or equivalents), who shall meet with a view to resolving the dispute within thirty (30) days of submission. If unresolved, the parties shall be free to pursue any available remedies at law or equity. Pending resolution, the parties shall continue to perform their obligations under this Agreement.

12.9 Choice of Law and Jurisdiction. This Agreement shall be governed by the laws of the State of South Dakota, and the exclusive venues for all disputes shall be the United States District Court for the District of South Dakota and the 7th Circuit Court, Pennington County, South Dakota (the "Agreed-Upon Venues"), and no other venues. The parties stipulate that this Agreement is an arms-length transaction between sophisticated parties and that the Agreed-Upon Venues are convenient and reasonable.

12.10 Non-Waiver. No waiver of any default of this Agreement will be construed to constitute a waiver of any subsequent default.

12.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be a separate document but all of which constitute one and the same instrument.

12.12 Independent Contractor. Contractor is an independent business contracting to perform work according to its own methods, without being subject to the control of the Board except as to the product or result of the work. The relationship is that of an independent contractor, not employer-employee. Payment to Contractor is inclusive of any use, excise, income, or other tax arising out of this Agreement.

12.13 Standards of Conduct. The Contractor acknowledges the Board's standards of conduct and conflict-of-interest requirements in the RFP and agrees that no employee or representative will offer gratuities, favors, or anything of monetary value to a Board member, officer, or employee in connection with this Agreement.

12.14 Order of Precedence. In the event of conflict, the following order controls: (1) this executed Agreement and signed amendments; (2) Exhibit E, the negotiated Service Level Agreement; (3) Exhibit D, Award Summary and Compensation Schedule; (4) RFP Addenda; (5) the RFP; and (6) the accepted portions of the Contractor's Proposal. Contractor standard terms do not apply unless expressly listed in Exhibit D.

12.15 Liability Limitations. No limitation of liability, exclusion of damages, or exclusive-remedy provision applies unless expressly stated in this Agreement or Exhibit D. Any negotiated limitation will not apply to indemnification obligations, intellectual-property infringement, confidentiality or data-security breaches, fraud, gross negligence, willful misconduct, or amounts covered by required insurance.

ARTICLE 13. CIVIL RIGHTS, STATE, ACCESSIBILITY, AND SECURITY REQUIREMENTS

13.1 General Civil Rights Provisions

In all its activities within the scope of its airport program, the 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, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

13.2 Title VI Compliance

The Contractor shall comply with the Compliance with Nondiscrimination Requirements clause and the Title VI List of Pertinent Nondiscrimination Acts and Authorities contained in Attachment E to the RFP, which are incorporated without material modification. The Contractor shall include the required provisions in lower-tier agreements as stated in those clauses.

13.3 Prohibited Entity - State of South Dakota

The Contractor certifies that it is not a Prohibited Entity as defined in SDCL 5-18A-1(19A). The executed certification is Exhibit C. The Contractor shall promptly notify the Board of any ownership or control change that would affect the certification.

13.4 Telecommunications and Video-Surveillance Supply Chain

The Contractor shall not furnish Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or their subsidiaries or affiliates as a substantial or essential component of an awarded system. The Contractor shall disclose the manufacturer and model of network, communications, and video-processing equipment furnished under this Agreement.

13.5 Web Content Accessibility

Public-facing flight or operational information delivered under this Agreement shall conform to WCAG 2.2, Level AA. The Contractor shall remediate a verified accessibility deficiency within thirty (30) days after written notice or submit an approved corrective-action plan when remediation reasonably requires more time.

13.6 Data Security and Incident Response

The cybersecurity, logging, incident-notification, vulnerability-remediation, subprocessor-disclosure, data-return, and deletion requirements in Section 5.1.1 of the RFP are incorporated into this Agreement. Those obligations survive to the extent necessary to complete incident response, data return, and certified deletion.

ARTICLE 14. EXHIBITS AND INCORPORATED DOCUMENTS

The following exhibits are incorporated in this Agreement in full text and become an integral part of the Agreement. In the event that changes to any Exhibit are made by mutual written agreement which do not alter the provisions of this Agreement, the revised Exhibit may be substituted without necessity for formal amendment.

- Exhibit A - Request for Proposals, Integrated Terminal Technology Package (RFP No. 26-____, including Attachments A-E and all Addenda)
- Exhibit B – Contractor’s Proposal, for the Award Package(s) identified in Exhibit D
- Exhibit C – Certification of Prohibited Entity Status (executed)
- Exhibit D – Award Summary and Compensation Schedule
- Exhibit E – Negotiated Service Level Agreement (if finalized; otherwise Section 5.1.4 of the RFP governs as the SLA floor)

EXHIBIT D

AWARD SUMMARY AND COMPENSATION SCHEDULE

Check each Award Package covered by this Agreement and complete the corresponding compensation and classification table using the accepted Proposal and negotiated terms. Exhibit D must state the Notice to Proceed, target milestones, Final Acceptance, Component Commencement Date, ownership model, and compensation for each package.

☐ **MUFIDS, including GIDS and BIDS**

	Item	One-Time Cost	Annual Cost
	[Itemized per Attachment D of the RFP]	\$	\$
	Classification / Ownership / End-of-Term Treatment	[See item schedule]	

☐ **CUPPS**

	Item	One-Time Cost	Annual Cost
	[Itemized per Attachment D of the RFP]	\$	\$
	Classification / Ownership / End-of-Term Treatment	[See item schedule]	

☐ **CUSS**

	Item	One-Time Cost	Annual Cost
	[Itemized per Attachment D of the RFP]	\$	\$
	Classification / Ownership / End-of-Term Treatment	[See item schedule]	

☐ **Digital Backwall Video Signage**

	Item	One-Time Cost	Annual Cost
	[Itemized per Attachment D of the RFP]	\$	\$
	Classification / Ownership / End-of-Term Treatment	[See item schedule]	

Component Commencement Date(s): _____

Final Acceptance Date(s): _____

Notice to Proceed / Implementation Start: _____

TOTAL FIVE-YEAR CONTRACT VALUE (this Agreement): \$ _____

Expansion Unit Pre-Negotiated Pricing (if applicable): \$ _____ / unit

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Rapid City, South Dakota, by and through the Rapid City Regional Airport Board, Party of the First Part, having duly approved this Agreement consistent with Section 7.3 of the RFP, has caused this Agreement to be executed on its behalf by its Board President, thereunto duly authorized, attested by its Board Secretary, this _____ day of _____, 20____.

RAPID CITY REGIONAL AIRPORT BOARD By: _____, President Party of the First Part ATTEST: _____, Board Secretary	[CONTRACTOR NAME] [Type of Legal Entity] By: _____ Name (print): _____ Title: _____
--	--