NOTICE FOR BIDS
FOR
Transportation Natural Gas
FOR THE
RUSHMORE PLAZA CIVIC CENTER

Notice is hereby given that sealed bids will be received by the Board of Directors for the Rushmore Plaza Civic Center, Rapid City, South Dakota until 10:00 A.M., April 26, 2019, at the Civic Center Administrative Office in the Rushmore Plaza Civic Center, 444 Mt. Rushmore Road North, Rapid City, South Dakota, 57701, and will be publicly opened and read for the purchase of the following bid item:

TRANSPORTATION NATURAL GAS for the City/School Common Energy Plant, Stevens High School Boiler Plant, Southwest Middle School, and West Middle School.

All proposals shall be made on the forms furnished by the Civic Center.

Specifications may be obtained at the Civic Center Office, 444 Mt. Rushmore Road North, South Dakota.

Tracy Heitsch
Assistant General Manager - Finance
GENERAL SPECIFICATIONS
FOR
Transportation Natural Gas
FOR THE
RUSHMORE PLAZA CIVIC CENTER
Rapid City, South Dakota

Bids will be received by the Rushmore Plaza Civic Center, 444 Mt. Rushmore Road North, Rapid City, South Dakota until Friday, April 26, 2019 until 10:00 A.M. for Transportation Natural Gas for the City/School Common Energy Plant, Stevens High School Boiler Plant, Southwest Middle School, and West Middle School, and shall meet the following specifications:

SCOPE

It is the intent of these specifications to describe Transportation Natural Gas in sufficient detail to secure comparable bids on Transportation Natural Gas. All services not specifically mentioned, which are necessary in order to provide Transportation Natural Gas shall be included in the bid and will meet the standard of services usually provided by the trade in general.

The Civic Center'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 Rushmore Plaza Civic Center will receive for consideration minor deviations of specifications. Deviations and variations of specifications must be fully detailed and explained by the bidder in a letter stapled to the bid documents.

GENERAL CONDITIONS

Each bid envelope shall contain ONLY one (1) bid proposal and shall be marked with the words "Sealed Bid – RPCC Transportation Natural Gas".

Bids submitted by mail, express courier, or common carrier cannot be accepted unless received in the Rushmore Plaza Civic Center City Administrative Office prior to the time for the scheduled bid opening. Bids submitted by fax cannot be accepted.

The Rushmore Plaza Civic Center reserves the right to reject all bids. Unless all bids are rejected, 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 5-19 or the low bid is withdrawn, the bid of the next lowest responsible bidder may be accepted; however, the Civic Center reserves the right to accept the bid that is to the advantage of and in the best interest of the Rushmore Plaza Civic Center.

The unit price of the bid must be stated on the Bidder's Proposal form. Unit price written figures shall take precedence over numerical figures. The Civic Center reserves the right to reject any bid not stating a firm price as not responsive.
Payment for the *Transportation Natural Gas* for the City/School Common Energy Plant will be made BY CHECK, within a reasonable time after receipt and approval of the *Transportation Natural Gas*, receipt of a Civic Center claim, and approval by the Board of Directors.

Payment for the *Transportation Natural Gas* for the Stevens High School Boiler Plant, Southwest Middle School, and West Middle School will be made BY CHECK, within a reasonable time after receipt and approval of the *Transportation Natural Gas*, receipt of a Rapid City Area Schools claim, and approval by the School Board.

The quantities shown in the DETAILED SPECIFICATIONS are monthly gas usages recorded in the years of 2017-2018. It shall be understood that the Rushmore Plaza Civic Center and the Rapid City Area Schools reserve the right to purchase more or less than the specified amounts as they deem expedient.

*Bids and quotations shall be for the period starting June 1, 2019, and ending one (1) year later on June 1, 2020, and shall show net delivered prices without State or Federal taxes.*
DETAILED SPECIFICATIONS
FOR
Transportation Natural Gas
FOR THE
RUSHMORE PLAZA CIVIC CENTER

DEFINITIONS

The following listed words and terms used in this bid specification shall have the specified meanings:

A. “Btu” – British thermal unit.

B. “Buyer” – City of Rapid City and the Rapid City Area Schools District #51-4.

C. “gas day” – A period of 24 consecutive hours beginning and ending at 0900 (9 a.m.) hours Central Standard time.

D. “Gas Sales Agreement” – A signed legal agreement, between Seller and Buyer stating the terms for the purchase of transportation natural gas. The Buyer’s North American Energy Standards Board (NAESB) agreement falls under this definition.

E. “interruption” – Suspension of transportation natural gas supply to the Buyer deemed necessary by the Seller.

F. “MDU” – Montana-Dakota Utilities Company.

G. “MMBtu” – The quantity of heat energy which is equivalent to 1,000,000 Btu. One MMBtu of gas means the quantity of natural gas that contains one MMBtu of heat energy. The total MMBtus are calculated by multiplying the gas volume in Mcf by its total gross heating value, divided by 1,000.

H. “month” – The period beginning at 0800 (8 a.m.) hours Mountain Standard time on the first day of the calendar month and ending at 0800 (8 a.m.) hours Mountain Standard time on the first day of the next succeeding month.

I. “natural gas” or “gas” – Natural gas unmixed or any mixture of natural and artificial gas.

J. “nomination” – The daily volume, in “Dkt”, of natural gas requested by the Buyer for transportation and delivery to the Buyer at the delivery point over a gas day.

K. “point of delivery” – The point(s) for gases tendered to and received by the Buyer.

L. “receipt point” – The point(s) at which the Buyer takes custody of the gas being transported. This point is normally at the outlet of Montana-Dakota Utilities meter located on the Buyer’s premises.
M. “Seller” – Provider of transportation sales natural gas.

N. “WBI” – Industry short-name for WBI Energy Transmission, Inc. an interstate natural gas transportation and storage company.

**POINT OF DELIVERY**

The point of delivery shall be the interconnect city gate between the WBI pipeline system and the MDU distribution system located at Rapid City, South Dakota, commonly known as WBI delivery point 5380-MDU-Rapid City-Black Hawk Agg Pt.

**RECEIPT POINTS**

Natural gas shall be transported by Montana-Dakota Utilities from the Rapid City interconnect city gate to the following receipt points:

1. City/School Common Energy Plant  
   434 N. Mt. Rushmore Road  
   Rapid City, South Dakota

2. Steven High School Boiler Plant  
   1200 44th Street  
   Rapid City, South Dakota

3. Southwest Middle School  
   4501 Park Drive  
   Rapid City, South Dakota

4. West Middle School South Addition  
   1003 Soo San Drive  
   Rapid City, South Dakota

**NOMINATION AND BALANCING**

The Seller shall be responsible for daily nominating and balancing the quantity of natural gas to be delivered to Buyers receipt points for the following day. The bid price per MMBtu of natural gas shall include any and all nominating and balancing services and penalties.

The Buyer’s MDU monthly imbalance shall be held to less than 5% at each receipt point. The imbalance is the difference between the amount of gas nominated by the Seller for a receipt point and the Buyer’s actual metered usage at that receipt point. If Seller’s actions cause this monthly imbalance to be greater than 5% under or over the actual usage at one or more receipt points, Seller will be responsible to credit the Buyer for the net additional incremental natural gas supply cost to the Buyer created by the cash-in or cash-out of the monthly imbalance of the receipt point(s) outside of the 5% tolerance. This total amount will be issued as a credit to the Buyer on the Seller’s following monthly bill.
For the purpose of calculating whether there was incremental gas supply cost at a receipt point(s) due to the cash-in or cash-out of the month imbalance, the following will apply:

**Cash-out** (Buyer’s imbalance is due to more gas delivered than used)

If Seller’s invoiced natural gas rate/dkt is higher than MDU’s applicable Undertake Purchase Rate/dkt, the difference will be calculated and multiplied by the imbalance cash-out volume.

**Cash-in** (Buyer’s imbalance is due to more gas used than delivered)

If MDU’s applicable Overtake Charge Rate/dkt is higher than Seller’s invoiced natural gas rate/dkt, the difference will be calculated and multiplied by the imbalance cash-in volume.

**AVAILABILITY OF TRANSPORTATION**

All sales and purchases of gas hereunder shall be subject to the arrangement and maintenance of any necessary transportation and to the availability of transportation capacity in the pipeline systems of third parties, which is defined to include WBI Energy Transmission, Inc. and Montana-Dakota Utilities Company.

**DAILY VOLUME OF NATURAL GAS**

The Seller shall have available, nominate and provide up to 550 MMBtu/day of natural gas.

**MEASUREMENT**

All measurement of gas sold hereunder by Seller shall be by the transporter and in accordance with the measurement provisions as provided in the terms and conditions of transporter’s tariff as filed with the FERC of the state regulatory agency, as appropriate. If no tariffs are filed with measurement provisions, then the terms and conditions of transporter’s transportation agreement shall govern.

**QUALITY AND PRESSURE**

All gas shall be of merchantable quality and shall meet the quality specifications of the transporter’s tariff or the standards stated in transporter’s transportation agreement if no tariff is filed. Seller will be required to meet and maintain pressure requirements in order to effect delivery into the transporter’s pipeline facility of the gas that is sold.

**FORCE MAJEURE**

If either Party is rendered unable, wholly or in part, by force majeure to carry out its obligations as described hereunder, other than the obligations to make money payments when due, then the Party’s obligations affected by the force majeure shall be suspended during, but no longer than the continuance thereof. The term “force majeure” shall mean, as here employed, an act of God, fire, storm, explosion, failure of transporters to deliver or
accept gas, failure of gas supply, failure of transporter’s pipeline, failure of Buyer’s facilities, and any other cause not reasonably within the control of the party claiming suspension.

**BILLING**

A separate statement shall be submitted for each of the receipt points listed under the previously listed “RECEIPT POINTS”. The statements shall be billed and addressed to the following Offices representing the Rushmore Plaza Civic Center and the Rapid City Area Schools and herein listed as Buyers:

1. For the City/School Common Energy Plant – City of Rapid City, Finance Office, 300 Sixth Street, Rapid City, South Dakota 57701.

2. For Stevens High School Boiler Plant, Southwest Middle School, and West Middle School – Rapid City Area Schools, Business Office, 300 Sixth Street, Rapid City, South Dakota 57701

The statements shall be submitted by the Seller to the Buyer’s Offices on or before the tenth day of the month for gas delivered during the preceding calendar month. The statement shall include an itemized current monthly charge that separately lists:

1. IFERC FOM CIG Index price (cost/MMBtu) for the month being billed.
2. Quantity and cost of the natural gas delivered to the Buyer. (Cost = IFERC FOM CIG Index price +/- bid price x quantity)
3. Cost of transporting the gas from the Seller’s interconnect to the WBI pipeline system to the interconnect city gate between the WBI pipeline system and MDU distribution system located at Rapid City, South Dakota.

The Buyers’ Offices will pay the quoted price for the supplied natural gas plus the applicable WBI tariff rates for IT-1 (interruptible) transport and fuel charges that are in effect at the time of delivery.

Upon reasonable notice, and during business hours, either Buyer or the Seller shall have the right to examine those books, records and charts of the other party that pertain to the measurement and quantity of the gas delivered and sold pursuant to a signed Sales Gas Agreement. Audits of transactions must be completed within one year following the close of the month in which the transaction occurred. The Buyers or Sellers shall make adjustments within three (3) months after acceptance of the adjustments.

**NOMINATED AND BALANCED PRICE, AND ADJUSTMENTS**

The nominated and balanced bid price will be based on the Inside FERC Gas Market Report FOM CIG, Rockies Index (CIG) price plus/minus a monetary amount/MMBtu. The current WBI system actual full IT-1 transportation rate will be included on the “Bidder’s Proposal”.
The nominated and balanced bid includes, as stated above, the present pipeline rates and tariffs. If such rates and tariffs are increased, Buyers shall pay such increase in addition to the CIG index-based price stated herein.

**TERM**

This agreement shall become effective as of 0800 (8 a.m.) hours Mountain Standard time, June 1, 2019 and remain in full force and effect until 0800 (8 a.m.) hours Mountain Standard time, June 1, 2020, and month-to-month thereafter until terminated by either Party on the latter of: (1) the end of the then-effective Sales Nomination Schedule, or (2) on forty-five days written notice to the other party.

**GAS SALES AGREEMENT**

Upon the Rushmore Plaza Civic Center’s acceptance of Seller’s bid for transportation sales gas, the Seller shall supply a Gas Sales Agreement or NAESB agreement signed by the Seller’s representative to be signed by the Buyers’ representatives, the Rushmore Plaza Civic General Manager and the Rapid City Area Schools, District #51-4 Assistant Superintendent of Business Affairs. This is a binding legal agreement between the Seller and Buyers and shall state the Buyers’ terms and conditions for sale of natural gas pursuant to this bid specification. Any conflict between this bid specification and the Gas Sales Agreement shall be listed in the “EXPLANATION OF DEVIATIONS AND VARIATIONS OF SPECIFICATIONS/BID OPTIONS” section of the “BIDDER’S PROPOSAL”.

**BUYER’S CONTACT PERSON**

Gunar Dzintars, the City/School Common Energy Plant Manager, shall serve as the contact person regarding questions about this specification. Office hours are Monday through Friday, 8:30 a.m. to 5:00 p.m. Mountain Daylight Time, and the office telephone number is (605) 394-2660.
NATURAL GAS HISTORICAL USE

The following “Annual Natural Gas Use” tables, for the 2017-2018 years, show the monthly use for the listed buildings, and are provided as historical information for the bidders of this contract.

TOTAL ANNUAL TRANSPORTATION NATURAL GAS USE
For the CITY OF RAPID CITY and
RAPID CITY AREA SCHOOLS*

<table>
<thead>
<tr>
<th>MONTH</th>
<th>2017 MONTHLY DKT USE</th>
<th>2018 MONTHLY DKT USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>JANUARY</td>
<td>11,964</td>
<td>8,732</td>
</tr>
<tr>
<td>FEBRUARY</td>
<td>7,947</td>
<td>10,942</td>
</tr>
<tr>
<td>MARCH</td>
<td>6,210</td>
<td>7,043</td>
</tr>
<tr>
<td>APRIL</td>
<td>3,382</td>
<td>4,718</td>
</tr>
<tr>
<td>MAY</td>
<td>1,109</td>
<td>361</td>
</tr>
<tr>
<td>JUNE</td>
<td>17</td>
<td>18</td>
</tr>
<tr>
<td>JULY</td>
<td>20</td>
<td>16</td>
</tr>
<tr>
<td>AUGUST</td>
<td>20</td>
<td>35</td>
</tr>
<tr>
<td>SEPTEMBER</td>
<td>189</td>
<td>387</td>
</tr>
<tr>
<td>OCTOBER</td>
<td>2,134</td>
<td>3,098</td>
</tr>
<tr>
<td>NOVEMBER</td>
<td>5,793</td>
<td>5,405</td>
</tr>
<tr>
<td>DECEMBER</td>
<td>9,676</td>
<td>6,528</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>48,461</strong></td>
<td><strong>47,283</strong></td>
</tr>
</tbody>
</table>

*Includes the following Buildings
1. City/School Common Energy Plant
2. Stevens High School
3. Southwest Middle School
4. West Middle School
### ANNUAL NATURAL GAS USE

For the CITY/SCHOOL COMMON ENERGY PLANT,
434 N. MT. RUSHMORE ROAD, RAPID CITY, SOUTH DAKOTA

<table>
<thead>
<tr>
<th>MONTH</th>
<th>2017 MONTHLY DKT USE</th>
<th>2018 MONTHLY DKT USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>JANUARY</td>
<td>4,280</td>
<td>3,688</td>
</tr>
<tr>
<td>FEBRUARY</td>
<td>3,072</td>
<td>4,215</td>
</tr>
<tr>
<td>MARCH</td>
<td>2,157</td>
<td>2,690</td>
</tr>
<tr>
<td>APRIL</td>
<td>1,115</td>
<td>1,690</td>
</tr>
<tr>
<td>MAY</td>
<td>254</td>
<td>174</td>
</tr>
<tr>
<td>JUNE</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>JULY</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>AUGUST</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>SEPTEMBER</td>
<td>2</td>
<td>158</td>
</tr>
<tr>
<td>OCTOBER</td>
<td>111</td>
<td>1,464</td>
</tr>
<tr>
<td>NOVEMBER</td>
<td>1,923</td>
<td>2,566</td>
</tr>
<tr>
<td>DECEMBER</td>
<td>3,435</td>
<td>3,045</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>16,349</strong></td>
<td><strong>19,690</strong></td>
</tr>
</tbody>
</table>

### ANNUAL NATURAL GAS USE

For the STEVENS HIGH SCHOOL,
1200 44\(^{TH}\) STREET, RAPID CITY, SOUTH DAKOTA

<table>
<thead>
<tr>
<th>MONTH</th>
<th>2017 MONTHLY DKT USE</th>
<th>2018 MONTHLY DKT USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>JANUARY</td>
<td>6,272</td>
<td>3,927</td>
</tr>
<tr>
<td>FEBRUARY</td>
<td>4,014</td>
<td>5,281</td>
</tr>
<tr>
<td>MARCH</td>
<td>3,300</td>
<td>3,390</td>
</tr>
<tr>
<td>APRIL</td>
<td>1,872</td>
<td>2,411</td>
</tr>
<tr>
<td>MAY</td>
<td>710</td>
<td>112</td>
</tr>
<tr>
<td>JUNE</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>JULY</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>AUGUST</td>
<td>0</td>
<td>12</td>
</tr>
<tr>
<td>SEPTEMBER</td>
<td>103</td>
<td>124</td>
</tr>
<tr>
<td>OCTOBER</td>
<td>1,618</td>
<td>1,174</td>
</tr>
<tr>
<td>NOVEMBER</td>
<td>2,954</td>
<td>2,145</td>
</tr>
<tr>
<td>DECEMBER</td>
<td>4,877</td>
<td>2,654</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>25,725</strong></td>
<td><strong>21,232</strong></td>
</tr>
</tbody>
</table>
### ANNUAL NATURAL GAS USE
For the SOUTHWEST MIDDLE SCHOOL,
4501 PARK DRIVE, RAPID CITY, SOUTH DAKOTA

<table>
<thead>
<tr>
<th>MONTH</th>
<th>2017 MONTHLY DKT USE</th>
<th>2018 MONTHLY DKT USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>JANUARY</td>
<td>885</td>
<td>555</td>
</tr>
<tr>
<td>FEBRUARY</td>
<td>501</td>
<td>840</td>
</tr>
<tr>
<td>MARCH</td>
<td>433</td>
<td>497</td>
</tr>
<tr>
<td>APRIL</td>
<td>216</td>
<td>368</td>
</tr>
<tr>
<td>MAY</td>
<td>83</td>
<td>46</td>
</tr>
<tr>
<td>JUNE</td>
<td>15</td>
<td>14</td>
</tr>
<tr>
<td>JULY</td>
<td>14</td>
<td>14</td>
</tr>
<tr>
<td>AUGUST</td>
<td>17</td>
<td>19</td>
</tr>
<tr>
<td>SEPTEMBER</td>
<td>41</td>
<td>66</td>
</tr>
<tr>
<td>OCTOBER</td>
<td>224</td>
<td>249</td>
</tr>
<tr>
<td>NOVEMBER</td>
<td>476</td>
<td>370</td>
</tr>
<tr>
<td>DECEMBER</td>
<td>756</td>
<td>457</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>3,661</strong></td>
<td><strong>3,495</strong></td>
</tr>
</tbody>
</table>

### ANNUAL NATURAL GAS USE
For the WEST MIDDLE SCHOOL SOUTH ADDITION,
1003 SOO SAN DRIVE, RAPID CITY, SOUTH DAKOTA

<table>
<thead>
<tr>
<th>MONTH</th>
<th>2017 MONTHLY DKT USE</th>
<th>2018 MONTHLY DKT USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>JANUARY</td>
<td>527</td>
<td>562</td>
</tr>
<tr>
<td>FEBRUARY</td>
<td>360</td>
<td>606</td>
</tr>
<tr>
<td>MARCH</td>
<td>320</td>
<td>466</td>
</tr>
<tr>
<td>APRIL</td>
<td>179</td>
<td>249</td>
</tr>
<tr>
<td>MAY</td>
<td>62</td>
<td>29</td>
</tr>
<tr>
<td>JUNE</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>JULY</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>AUGUST</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>SEPTEMBER</td>
<td>43</td>
<td>39</td>
</tr>
<tr>
<td>OCTOBER</td>
<td>181</td>
<td>211</td>
</tr>
<tr>
<td>NOVEMBER</td>
<td>440</td>
<td>324</td>
</tr>
<tr>
<td>DECEMBER</td>
<td>608</td>
<td>372</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>2,726</strong></td>
<td><strong>2,866</strong></td>
</tr>
</tbody>
</table>
BIDDER’S PROPOSAL

NAME OF BIDDER: ____________________________________________________________

ADDRESS: __________________________________________________________________

PHONE NO.: (__________) ___________ FAX NO.: (__________) ___________

E-MAIL ADDRESS: __________________________________________________________

Bidder proposes and agrees to and with the Rushmore Plaza Civic Center ("Civic Center")
to furnish **Transportation Natural Gas** at the following price, to-wit:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT PRICE /MMBtu (Dry)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nominated Period from June 1, 2019 to June 1, 2020. Price DOES NOT include WBI Energy Transmission’s, Inc. current actual full IT-1 transportation rate or fuel.</td>
<td>$_________________ /MMBtu</td>
</tr>
</tbody>
</table>

(IFERC FOM CIG Index (CIG) plus/minus $_________________ /MMBtu

(Unit Price in Words)

The within proposal and agreement are based upon the conditions, stipulations, and specifications named in the notice inviting bids for said **Transportation Natural Gas**, which notice and detailed specifications are made a part of this contract as if written herein at length. The point of sale for **Transportation Natural Gas** shall be the interconnect between WBI Energy Transmission’s, Inc. pipeline system and the Montana-Dakota Utilities’ Company distribution system located at Rapid City, South Dakota, commonly known as WBI delivery point 5380 MDU-Rapid City-Black Hawk Agg Pt.

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

_______________________________________
Address

_______________________________________
Date

**BIDDER MUST FILL IN ALL SPACES PROVIDED ABOVE**
EXPLANATION OF
DEVIATIONS AND VARIATIONS OF SPECIFICATIONS/BID OPTIONS

_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________

(If needed, use separate sheet and attach to BIDDER’S PROPOSAL)
CONTRACT FOR
SUPPLIES AND EQUIPMENT
BETWEEN
SUPPLIER AND RUSHMORE PLAZA CIVIC CENTER

THIS AGREEMENT, made the _____ day of ______________________, 20____, by and
between ________________________________ hereinafter "Supplier," and
the Rushmore Plaza Civic Center, hereinafter "Civic Center," WITNESSETH:

That the Supplier and the Civic Center, 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 “Transportation Natural Gas"
prepared by the Rushmore Plaza Civic Center Office, Rapid City, South Dakota, and shall
do everything required by this Contract, General Specifications, 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 of materials, and supplies equipment under this Contract shall be
commenced as soon as possible within the time stated in the specifications. Failure to meet
the terms of the Contract on or before the completion date may result in forfeiture of the
deposit, if any; and shall be deemed a breach of this Contract. Request for time extensions
shall be made in writing to the City/School Common Energy Plant at least fourteen (14) days
before the Contract completion date. All time extensions will be issued by the Rushmore
Plaza Civic Center.

ARTICLE 3. THE CONTRACT SUM

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

$__________________________ Dollars ($________________)

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Upon delivery 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 Civic Center voucher and payment will be made
on said voucher as soon as possible after approval by the Rushmore Plaza Civic Center
Board of Directors.
ARTICLE 5. THE CONTRACT DOCUMENTS

The Notice for Bids, General 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 hereto attached or herein repeated.

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.

IN WITNESS WHEREOF: The Rushmore Plaza Civic Center, Rapid City, South Dakota, its Board of Directors having duly approved this Contract, has caused this Contract to be executed in its behalf by its Chairman, hereunto duly authorized,

this __________ day of _____________________, 20____.

ATTEST:

RUSHMORE PLAZA CIVIC CENTER
RAPID CITY, SOUTH DAKOTA

BY:
Craig Baltzer
General Manager, RPCC

DATE: _______________________________

NAME OF COMPANY

BY: _______________
AUTHORIZED SIGNATURE

Print Name & Title

Address

DATE: _______________________________

RAPID CITY AREA SCHOOL DISTRICT 51-4 ATTEST

by
Matt Stephens, President
Board of Education

David Janak, Assistant Superintendent
Support Services