



## **REQUEST FOR PROPOSALS**

### **Baggage Handling System Preventative Maintenance Contract**

**Sioux Falls Regional Airport Authority  
Sioux Falls, SD**

**Proposals Due: January 10, 2025 by 12:00pm (Local Time)**

**Email to: Jonathon Perout  
Airport Operations Manager  
[jonathon.perout@sairport.com](mailto:jonathon.perout@sairport.com)**

## **INTRODUCTION:**

This Request for Proposals (RFP) is being issued by the Sioux Falls Regional Airport Authority (Authority) for a 3-year preventative maintenance agreement for Baggage Handling Systems (BHS) at Sioux Falls Regional Airport (Airport). The purpose of this RFP is to solicit proposals from qualified maintenance firms that can provide the services that are described later in this document. All proposals will be ranked, and the most responsive proposal may be offered an Agreement with the Authority. The Authority will be the sole judge as to which proposal best suits the Airport's needs and requirements. Judgement shall be based on the following three (3) criteria:

- Relevant Experience and Qualifications (45%)
- Overall Cost (40%)
- References (15%)

Any decisions by the Authority, including cancelling this RFP, shall be final, with no recourse for claim of recovery of time, material, and costs that Proposers may have incurred in the preparation of proposals. The Authority also reserves the right to reject any and all proposals. Proposers are to assume all costs associated with preparing a proposal for this RFP. All information provided in proposals is subject to public disclosure laws and should be considered public information. It is incumbent upon the respondents to independently confirm the accuracy of all information contained within this RFP.

## **AIRPORT BACKGROUND:**

The Sioux Falls Regional Airport Authority, the only Airport Authority in South Dakota, was created on May 12, 1986 to replace the Airport Board, which was a part of the City of Sioux Falls. The present board is comprised of five members that are appointed by the Mayor of Sioux Falls and approved by the City Council. Although, after its board members are appointed, the Authority acts as an independent government entity that is separate from the City. The Authority is also self-funded and does not rely on local tax dollars from the community.

The Airport currently serves five airlines with direct service to 18 destinations and serves over 1 million passengers per year. The airport is also home to the South Dakota Air National Guard's 114<sup>th</sup> Fighter Wing, Avera Careflight, Sanford AirMed, and several cargo carriers in addition to a large general aviation presence.

## **PROPOSER RESPONSIBILITY:**

All questions regarding this RFP must be emailed to [jonathon.perout@sfairport.com](mailto:jonathon.perout@sfairport.com) no later than December 27, 2024. Include in the email your company name, complete mailing address, phone number, and contact name and email address.

Proposers are encouraged to visit the Airport prior to submitting a proposal. Contact Jonathon Perout, Airport Operations Manager, at [jonathon.perout@sfairport.com](mailto:jonathon.perout@sfairport.com) to schedule an appointment for a site visit.

The selected proposer must ensure that its staff can meet airport security badging requirements. All employees of the proposer that will be performing work on site must be able pass a Criminal History Records Check (CHRC) and Security Threat Assessment (STA). Badging fees will not be reimbursed by the Airport.

## **SCOPE OF WORK:**

The successful Proposer must complete the following work:

- Perform semi-annual, and annual Preventative Maintenance tasks on all BHS lines.
- Provide basic maintenance training to Airport maintenance personnel on BHS lines. This training must be conducted annually and be a minimum of four hours in length. Training may be combined with preventative maintenance visits.

The Airport currently owns and operates three independent baggage claim conveyors with slope plate carousels and two independent bag makeup lines with flat plate carousels.

## **PROPOSAL EVALUATION:**

Each proposal will be scored independently by members of an Authority selection committee. The value of proposals will be rated in each of the categories listed below:

- **Relevant Experience and Qualifications – 45% of proposal score:** Evaluation based on the proposing firm's experience with BHS maintenance as described in the Scope of Work.
- **Overall Cost – 40% of proposal score:** Evaluation based on the total cost for services rendered to complete the Scope of Work. See Attachment A

for the required Cost Proposal Worksheet that must be submitted with a valid proposal.

- **References – 15% of proposal score:** Evaluation based upon references from other clients where similar maintenance work was performed by the Proposer.

## **PROPOSAL SUBMISSIONS**

All proposals become property of the Authority and will not be returned. Any and all conditions contained in this RFP are considered accepted by the Proposer in its submission. This RFP and the successful Proposers proposal will become part of the formal Agreement and included as an attachment to the Agreement. All proposals must be signed by one of the Proposer's authorized representatives and shall be submitted on a company letterhead. Proposals with any erasures or connections thereon may be rejected unless explained or noted over the signature of the Proposer's authorized representative.

All proposals must include a completed Cost Proposal (Attachment A) and a completed and signed Proposal Statement Form (Attachment B). Proposers must also provide proof of at least \$1 million general liability; no Agreement will be signed with any proposer until the Airport is added as an additional insured on the Proposer's insurance policy. Proposals by a Partnership shall be signed with the Partnership name by one of the members of the Partnership or by an authorized representative, followed in either case by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporations, followed by the signature and designation of the president or other person legally authorized to bind the corporation to a contract. By signing the Proposal, the undersigned hereby acknowledges that they are authorized and duly bound to execute a contract on behalf of the Proposer and that their signature(s) are binding upon the Proposer.

Proposals shall be emailed to [jonathon.perout@sfairport.com](mailto:jonathon.perout@sfairport.com) with the subject line: **BHS Maintenance Agreement: Sioux Falls Regional Airport**

## **RFP SCHEDULE**

- |                              |  |
|------------------------------|--|
| • Monday, December 9, 2024   | RFP Published                              |
| • Friday, December 27, 2024  | Last day to submit questions about the RFP |
| • Friday, January 10, 2025   | Proposals due by 12:00pm Local Time        |
| • January 10-17, 2025        | RFP Proposal Review                        |
| • Friday, January 17, 2025   | Successful Proposal Selected               |
| • Thursday, January 23, 2025 | Airport Authority Board Approval           |
| • Saturday, February 1, 2025 | First Effective Day of Agreement           |

**Any Agreement is subject to approval by the Airport Authority Board. The Authority reserves the right to reject all proposals at its sole discretion.**

## Attachment A – Cost Proposal

Proposal Cost Submission Form				
<b>Company Name:</b>				
	Cost Breakdown			
	Year 1	Year 2	Year 3	Subtotal
BHS Maintenance				
Authority Staff Training				
	<b>Total:</b>			

**Attachment B – Proposal Statement Form**

The undersigned hereby declares that they are the only person(s), partnership, firm, or corporation interested in this proposal as principal; that it is made without any connection with any other person(s), partnership, firm, or corporation submitting a proposal for the same; and that no person acting or employed by the Sioux Falls Regional Airport Authority is directly or indirectly interested in this proposal or any anticipated profits which may be derived therefrom.

The undersigned hereby declares that they have read and understand all conditions outlined in this Request For Proposals, and that the proposal is made in accordance with the same.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Company Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Type of Organization (LLC, Partnership, etc.): \_\_\_\_\_

State of Incorporation (if applicable): \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

**APPENDIX A – SAMPLE AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT**  
*For Baggage Handling Systems Maintenance*

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between SIOUX FALLS REGIONAL AIRPORT AUTHORITY, hereinafter referred to as “Airport”, and \_\_\_\_\_, a Company organized and incorporated in the State of \_\_\_\_\_, hereinafter referred to as “Contractor”.

*Contractor shall provide professional services for the Baggage Handling Systems (BHS), at the Sioux Falls Regional Airport. Said services shall be in accordance with the Scope of Work as required in the Request for Proposals (RFP) - Exhibit A, attached hereto.*

**WITNESSETH:**

The parties hereto agree as follows:

1. **TERM:** This Agreement shall begin on the Effective Date and remains in effect for \_\_\_\_\_( ) years from the Effective Date, unless terminated under the terms of this Agreement.
2. **SERVICES:** The Airport agrees to retain Contractor as an independent contractor, and Contractor agrees to act in this capacity to perform the services outlined in Exhibit A attached hereto and incorporated by reference herein, upon the terms and conditions set forth in this Agreement. Contractor agrees to perform the services contracted for herein in a professional and business-like manner and in accordance with the format which may be prescribed by the Airport. The Airport may modify or change the scope of work upon prior written notice to Contractor.
3. **COMPENSATION:** The Airport will pay Contractor per the Proposal Cost Submission (Exhibit B), dated \_\_\_\_\_, 20\_\_\_\_, attached hereto. The negotiated fee for said services shall be billed at least \_\_\_\_\_, but no more often than monthly, after work is completed. The total compensation for this Agreement shall not exceed the sum total on the Proposal Cost Submission.

The Contractor agrees that any work identified during the project as outside of the original Scope of Work shall be discussed with the Airport prior to execution of such work. A separate written scope and fee will be prepared and forwarded to the Airport for consideration. Any work completed by the Contractor outside of the Scope of Work without express written prior approval from the Airport shall be considered incidental.

4. **EXPENSES:** The Airport shall not be liable to Contractor for any expenses incurred by Contractor for any of its acts except as specifically agreed to and set forth in Exhibit B.
5. **PAYMENT:** Contractor will send its applications for payment to:



Sioux Falls Regional Airport Authority  
2801 N. Jaycee Ln.  
Sioux Falls, SD 57104

6. **TERMINATION:**
  - A. If Contractor fails to perform timely services as set forth herein or otherwise breaches this Agreement for any reason, and such failure continues for 10 days after the giving of notice in writing by the Airport to Contractor, such failure may be a basis for termination of this Agreement by the Airport.
  - B. Airport may terminate this Agreement by thirty (30) days' written notice to the Contractor and Contractor may terminate this Agreement by sixty (60) days' written notice; provided, however, the party seeking to terminate this Agreement shall not be in default.
  - C. In the event of such termination, the Airport shall pay Contractor for all services rendered and expenses incurred prior to date of termination.
7. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state, and local laws, regulations and executive orders which are incorporated by reference.
8. **DRUG-FREE WORKPLACE:** It is the policy of the Airport to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Contractor, its agents, employees, subcontractors, and successors while on Airport property is prohibited.
9. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** The Contractor certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.
10. **OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY RIGHTS:** The Airport shall be the sole owner of any works of authorship, data, software, files, designs, layouts, artwork, drawings, photographs, notes, notebooks, documents, models, materials, processes, inventions, improvements, and discoveries conceived, developed, produced, or provided by it and/or Contractor in connection with this Agreement (the "Work Product"), and the Airport shall be the sole owner of any and all intellectual property rights and other rights in any such Work Product. Contractor hereby assigns all

right, title and interest in and to any Work Product Contractor conceives, develops, produces, provides, or contributes to, in connection with this Agreement, including but not limited to any patents, copyrights, mask works, or other intellectual property rights. Contractor further agrees to execute any documents necessary or desirable for perfecting the Airport's ownership of such Work Product and all rights associated therewith. It is expressly agreed and understood that the obligations of Contractor under this Section shall survive the termination of this Agreement.

11. **MATERIALS:** Upon request of the Airport or upon termination or completion of this Agreement, Contractor shall return any materials provided by the Airport. Any materials purchased by Contractor and for which Contractor has been reimbursed shall also be sent to the Airport upon request of the Airport or upon termination or completion of this Agreement.
12. **ENDORSEMENT OF PLANS:** Contractor shall place its written endorsement on all plans, specifications, reports, or documents developed by Contractor.
13. **ASSIGNMENTS:** This Agreement is binding on the parties and their heirs, successors, and assigns. Neither party may assign or transfer its interest, in whole or in part, without the other party's prior written consent.
14. **LEGAL CLAIMS AND ATTORNEY FEES:**
  - A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with Contractor's duties. The Airport and Contractor each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party.
  - B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of fees or other sums or charges otherwise payable to Contractor, the prevailing party will be entitled to reasonable attorneys' fees, consultant's fees, witness fees and other costs, both at trial and on appeal.
15. **SUBCONTRACTORS AND PROMPT PAYMENT OF SUBCONTRACTORS:** Contractor shall not subcontract any part of its performance under this Agreement without the prior written approval of the Airport. In requesting such approval, Contractor must provide the Airport with the name of the proposed subcontractor, the nature of the services to be performed, and a copy of the proposed subcontract which, at a minimum:
  - A. Includes the same information required of Contractor in this Agreement, inclusive of all sections therein, and
  - B. Restricts the subcontractor from adding any mark-up to its reimbursable expenses and its all-inclusive billing rates.

If such approval is given, Contractor shall be responsible for services performed by subcontractors to the same extent as if the services were performed by Contractor.

16. **TITLE VI ASSURANCES:** Contractor, for itself, its agents, employees, subcontractors, and successors, agrees to abide by and comply with all provisions and regulations of Title VI of the Civil Rights Act of 1964, and as said regulations and law may be amended. No person on the grounds of race, color, or national origin may be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination by Contractor, its agents, employees, subcontractors, and successors. In the event of noncompliance with this nondiscrimination provision, Sioux Falls Regional Airport Authority has the right to terminate this Agreement.

The Airport also maintains the right to review any agreements the Contractor has with its subcontractors that perform work as part of this Agreement to ensure its agreements include language that requires compliance with Title VI.

17. **ANTI-KICKBACK:** No officer or employee of the Airport, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted, or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
18. **STANDARD OF PERFORMANCE:** Contractor, in carrying out its responsibilities, acts, and duties, shall observe and meet the standard of an experienced and qualified professional contractor familiar with the BHS Maintenance industry, performing similar services under similar conditions.
19. **ACCESS, APPROVALS and PERMITS:** The Airport shall arrange for access to and make all provisions for Contractor to enter Sioux Falls Regional Airport Authority property as required for Contractor to perform its services. Except as may be provided in individual agreements, the Contractor shall furnish appropriate approvals and permits from all governmental authorities having jurisdiction over the project and such approval and consents from others as may be necessary for completion of the project.
20. **AIRPORT BADGING AND SECURITY:** Each employee of Contractor and its subcontractors must, at all times, wear a badge issued by the Airport while working in an area that requires the badge to be displayed. Contractor shall be responsible for the cost of the initial badges and any replacements thereof.

The Transportation Security Administration may assess fines and/or penalties for Contractor's non-compliance with the provisions of 49 CFR Part 1540 and 1542, as amended from time to time, or by agencies for noncompliance with laws or regulations applicable to Contractor's operations at the Airport. Within 10 days after receiving written notice from the Airport stating the amount of any fine or penalty, Contractor shall reimburse the Airport for any fine or penalty assessed against the Airport because of Contractor's non-compliance with applicable laws or regulations.

21. MAINTENANCE OF RECORDS: Contractor shall make available to the Airport's auditor, or his fully authorized representative, all records created as a result of the Agreement including pertinent information which Contractor shall have kept in conjunction with this Agreement and which the Airport may be required by law to include or make part of its auditing procedures, or which may be required for the purpose of funding the service contracted for herein. Contractor agrees to maintain a copy of said records for a minimum of seven (7) years following completion of its services.
22. CONFLICTS OF INTEREST: If an actual or potential conflict arises between the Airport's interests and the interests of other client(s) Contractor represents, Contractor shall immediately notify the Airport in writing. The Airport shall issue a letter of consent or non-consent to Contractor's representation, potential or otherwise, of the other client(s) within 10 Business Days after receipt of Contractor's notice. If the Airport issues a non-consent letter, the Airport may immediately terminate this Agreement unless Contractor promptly terminates its representation, potential or otherwise, of the other client(s) whose interests are or may conflict with those of the Airport.
23. INSURANCE:
  - A. Contractor shall carry Professional Liability insurance coverage, including coverage for job supervision, in the minimum amount of \$2,500,000 per claim and \$5,000,000 in aggregate.
  - B. Contractor shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below and insurance shall be placed with companies or underwriters authorized to do business in the State of South Dakota. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be the standard comprehensive general liability insurance coverage with aircraft exclusion deleted and shall include, but not by way of limitation, bodily injury; property damage; products liability; and contractual coverage. Contractor shall also maintain a vehicular policy insuring any of its vehicular operations on the Airport and the policy shall be issued by a company authorized to do business in the State of South Dakota. Contractor shall promptly, upon execution of this Agreement, furnish to the Airport appropriate certificates of insurance evidencing coverage affected and to be maintained for the term of this Agreement. The coverage shall not be less than \$1,000,000 combined single limit or split limits equal to and not less than \$1,000,000, for bodily injury and property damage with respect to each occurrence; such limits subject to periodic adjustments. The insurance policies shall not be subject to cancellation except after notice to the Airport by registered mail at least thirty (30) days prior to the date of such cancellation. Where any policy(ies) has/have normal expirations during the term of this Agreement, written evidence of renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration. The Airport, its staff, and employees shall be named

as additional insured on Contractor's Comprehensive General Liability coverage, with respect to Contractor's use of the Airport and the Premises which are subject of this Agreement. Upon written request by the Airport, Contractor shall permit the Airport to inspect all originals of all applicable policies. Required additional insured language is as follows: "The Airport, its Board Members, agents and employees are additional insured with respects to Liability arising out of the operations of the named insured."

24. INDEMNIFICATION:

- A. The Contractor shall indemnify the Airport, its elected and appointed officials, agents, employees, and representatives (collectively, the "Constituents") from only that portion of any liability that is caused by any negligent act, error, or omission by the Contractor with regard to the professional services it has performed for the Airport, as such liability is finally determined after trial and any appeal thereof. The Airport and the Constituents shall not have comparative fault for selection, administration, monitoring, or controlling the Contractor, or in approving or accepting the Contractor's work. This paragraph shall not nullify, extend, or expand any statute of limitations that is otherwise applicable to any negligence or other claim against the Contractor. This indemnification is not intended to and does not alter or interfere with any duties that the Contractor may have under its insurance agreements, such as the duty to cooperate fully with the insurer in defending any claims, the duty to obtain the consent of the insurer to pay or compromise any claim, or the duty to refrain from prejudicing the insurer's subrogation rights. This indemnification is solely for the benefit of the Airport and the Constituents and no third-party beneficiary or other rights shall be created under this provision.
- B. Contractor hereby agrees to release and hold harmless the Airport and Constituents from any damages to the Contractor caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and the Contractor does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Airport, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on the Airport.
- C. Contractor further agrees to hold the Airport and Constituents free and harmless for any claims arising out of the damage, destruction or loss of any or all of Contractor's equipment excluding any claims arising out of the sole negligence of the Airport, its Constituents.

25. SURVIVAL OF INDEMNITIES: All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Contractor

shall, at the Airport's option, defend the Airport at Contractor's expense by counsel satisfactory to the Airport.

26. **AUTHORIZATION TO PROCEED:** Contractor will not begin work on any of the services listed until the Airport provides written direction to proceed.
27. **FORCE MAJEURE:** Neither the Airport or Contractor shall hold the other responsible for damages nor delay in performance caused by acts of God, pandemic, strikes, lockouts, accidents, or other events beyond the control of the other.
28. **SERVICES & DELIVERABLES:** Unless this Agreement is terminated as specified herein by reason of substantial failure of either party to fulfill its obligations under this Agreement, Contractor shall perform all services specified in this Agreement. The Airport is not obligated to pay any fees or expenses which specifically involve negligent acts or omissions on the part of Contractor.
29. **SUBMISSION OF AGREEMENT:** The submission of this document for examination and negotiation does not constitute an offer or Agreement. This document shall become effective and binding only upon execution and delivery hereof by an authorized representative of each the Airport and Contractor. No act or omission of any officer, employee or agent of the Airport shall alter, change or modify any of the provisions hereof.
30. **RELATIONSHIP OF THE AIRPORT AND CONTRACTOR:** The parties hereto specifically agree that Contractor is an independent contractor, and not an employee, servant, or partner of the Airport. The provisions of this Agreement shall be construed to permit the Airport to direct and control the end result of Contractor's efforts, not the methods by which they are accomplished. The Airport shall not withhold from compensation paid to Contractor any of the following: income tax, social security, workers' compensation, or unemployment tax. Contractor also acknowledges Contractor and Contractor's employees shall not be eligible for any benefits the Airport provides to its employees, and expressly waives any right to such benefits. In the event a court should decide, notwithstanding this provision, that such sums or benefits are due, or should Contractor be deemed an employee, Contractor agrees to be personally liable for such taxes or sums that may be due thereby and agrees not to be bound by the South Dakota Workers' Compensation Act. This provision shall be binding upon the assigns and administrators of the parties hereto.
31. **APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY:** This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of South Dakota without regard to its choice of law provisions. Jurisdiction and venue for any action on or related to the terms of this Agreement shall be exclusively in either the United States District Court for South Dakota at Sioux Falls or state circuit court situated in Minnehaha County, South Dakota, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a

claim for inconvenient forum. In any action on or related to the terms of this Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

32. **SEVERABILITY:** Should litigation be commenced regarding the enforceability of the provisions of this Agreement, and should a court of competent jurisdiction deem that any of the covenants contained herein are unreasonable with respect to time, geography or otherwise, such covenant shall not be deemed wholly invalid, but the parties agree said court shall have the right and power to reform and reduce the restrictive provisions thereof in order to make it enforceable to the maximum extent permitted by law and the parties hereby authorize and instruct the Court to do so.
33. **CONTRACTOR'S WARRANTIES:** Contractor warrants to the Airport that Contractor, and Contractor's owners and employees are not subject to any non-compete agreement or similar agreement or allegation which would prevent Contractor, its owners and/or employees from providing services to the Airport hereunder or limit the services Contractor may provide for the Airport, and that in performing its obligations under the Agreement, Contractor will not infringe on the rights of any other person for whom Contractor, its owners and employees have provided services (whether as an employee, independent contractor, consultant or otherwise).
34. **ENTIRE AGREEMENT/AMENDMENT IN WRITING:** This Agreement contains the entire agreement of the parties. There are no other promises, inducements, representations or other agreements between the parties except as set forth herein. The terms of this Agreement may be amended only in writing signed by both parties.
35. **COUNTERPARTS/ELECTRONIC SIGNATURES/ELECTRONIC DELIVERY:** This Agreement may be executed in one or more multiple copies or counterparts all of which shall be deemed one and the same Agreement and all of which shall be deemed originals. Delivery of signatures to this Agreement by any party hereto via electronic means (e.g., "pdf" copies via e-mail, facsimile, or similar method) shall be valid and binding upon such party as the original signature of such party for all purposes hereunder.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year first above written:

**Sioux Falls Regional Airport Authority**

\_\_\_\_\_  
By: Daniel Letellier  
Executive Director

**Contractor**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_