

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND
ALLEGIANT EMERGENCY SERVICES, INC.
FOR SELF-CONTAINED BREATHING APPARATUS**

This Agreement is made and entered into this ____ day of _____, 2015, by and between the City of Rapid City, located at 300 Sixth Street, Rapid City, SD 57701, (hereinafter "City"), and Allegiant Emergency Services, Inc., P.O. Box 635, Hartford, SD 57033, herein after referred to as the "Contractor."

WHEREAS, the City desires to purchase Self-Contained Breathing Apparatus (SCBA) for its Fire Department; and

WHEREAS, the Contractor was the lowest responsible bidder for the same service with the City of Sioux Falls within the last twelve months; and

WHEREAS, the Contractor is willing to provide SCBAs for the City of Rapid City at the same price as it agreed to supply them for Sioux Falls; and

WHEREAS, upon reviewing this bid, City staff is of the opinion that this is a favorable rate for the products supplied and awarding the contract to the Contractor for this amount is in the City's best interests; and

WHEREAS, the City is awarding this contract without competitive bidding pursuant to the exception contained in SDCL 5-18A-22(3), which allows a local government entity to purchase an item from the lowest responsible bidder of an item competitively bid in the last twelve months by itself, or another governmental entity, at or below the bid price.

NOW THEREFORE, the parties hereby agree as follows:

1. The Contractor shall supply SCBAs and related equipment to the City at the same unit prices as contained in its bid to the City of Sioux Falls (Bid Request 15-001) dated December 26, 2014. The bid, along with the bid documents and contract with the City of Sioux Falls are hereby incorporated as if fully set forth herein. The parties agree that the terms of the Sioux Falls contract shall be applied to this Agreement, with the exception of quantities and where references to the City of Sioux Falls shall be replaced with the City of Rapid City.

2. The City agrees to purchase and Contractor agrees to sell the items and quantities listed on the Estimate prepared by Contractor as shown on Exhibit A attached hereto and incorporated herein by this reference. The total price for the purchase shall not exceed Three Hundred Forty-five Thousand, Nine Hundred Twenty-two Dollars and Thirteen Cents (\$345,922.13).

3. The Contractor shall invoice the City upon delivery of the products purchased, and the Contractor shall only be paid for products actually delivered. Payment for the work will be

made to the Contractor by check after the delivery, receipt of a signed voucher, and approval by the Council. Payment shall be made within 45 days after receipt of a signed voucher.

4. This Agreement along with the referenced Exhibit, the Sioux Falls bid documents, and the contract with the City of Sioux Falls constitutes the entire agreement between the City and Contractor and supersedes all prior written or oral communications with regard to the subject matter hereof.

5. The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this Agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

(SEAL)

ALLEGIANT EMERGENCY SERVICES, INC.

By _____

Its _____