



SouthWest Transit

Request for Proposal

Title: Facilities Master Plan

Proposal Number: 26-0003

Due Date: 07/02/2026

Time: 02:00 PM

Issue Date: 06/04/2026

Pre-Proposal Meeting: 06/12/2026

Proposal Question Due: 06/25/2026

Questions Answered: 06/29/2026

Proposal Due: 07/02/2026

Award Date: 07/20/2026

Any proposal received late, for any reason, will not be accepted.

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RFP Summary (Read This First)

SouthWest Transit is seeking a consultant to develop a 10-year Facilities Master Plan.

Key Dates

- Questions Due: June 25, 2026
- Proposals Due: July 02, 2026 at 2:00 PM
- Anticipated Award: July 20, 2026

How to Submit

Email proposals to: procurement@swtransit.org

Subject line: "RFP 26-0003 – Facilities Master Plan"

Submit:

- One PDF (Technical Proposal)
- One PDF (Cost Proposal)

What to Include

- Firm experience
- Project team
- Approach
- Schedule
- References
- Required forms (Attachments A, F, G)

Evaluation (100 Points)

- Firm Experience (35)
- Technical Approach (25)
- Schedule & Deliverables (10)
- Cost Proposal (30)

INSTRUCTIONS FOR PREPARATION OF PROPOSAL

1. REQUEST FOR PROPOSAL

SouthWest Transit (“SWT”) is requesting Proposals from qualified consulting firms to develop a comprehensive Facility Master Plan that supports projected growth in service area, fleet, staffing, and operations over a minimum 10-year planning horizon in accordance with Attachment A: Scope of Work. Facilities Master Plan must be completed and received by SWT by **11/06/2026**.

Failure to follow these instructions and requirements may result in the rejection of your Proposal. SWT is not responsible for any costs incurred by prospective proposers in the preparation and presentation of their proposals. The entire Request for Proposal (“RFP”) and the specifications must be used by proposers in preparing their proposals. SWT does not assume any responsibility for errors or misinterpretations resulting from use of an incomplete set of these documents by a proposer.

All references in this RFP to a time of day are references to the legal local time in Eden Prairie, Minnesota.

Proposals must be received no later than 2:00 PM on July 02, 2026. Late submissions will not be accepted.

Proposals may be submitted by:

- Email only

Email submissions:

- Send proposals as an attachment with the subject line “Facilities Master Plan RFP” to: procurement@swtransit.org
- Proposers are solely responsible for ensuring timely delivery. Oral, faxed, or telephonic proposals will not be considered.

2. SWT’S RIGHTS

SWT reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. SWT shall have the right to accept or reject any or all proposals. SWT is not obligated to accept any proposal and specifically reserves the right to reject any or all proposals; to waive any or all informalities or irregularities in the proposals received; to investigate the qualifications and experience of any proposer; to reject any provisions in any proposal; to modify RFP contents; to obtain new proposals; to negotiate the requested services and contract terms with any proposer; and/or to proceed to do the work otherwise.

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3. PROJECT TIME FRAME

<u>Project Milestones</u>	<u>Tentative Date</u>
RFP Advertisement:	06/04/2026
Pre-Proposal Meeting	06/12/2026
Deadline for questions or request for clarifications:	06/25/2026
Response to Questions Released:	06/29/2026
Proposal Due Date:	07/02/2026
Submitted to SWT Commission for Approval:	07/16/2026
Notice of Award:	07/20/2026

*Completion dates for the project milestones in this section are tentative only and are subject to modification by SWT.

4. BACKGROUND

SWT was formed in 1986 under a Joint Powers Agreement between the Cities of Chanhassen, Chaska and Eden Prairie to provide the three (3) cities with public transit service. SWT is governed by an eight (8) person commission (“Commission”). SWT offers service to and from downtown Minneapolis, the University of Minnesota, Normandale Community College, Best Buy headquarters, and local malls, as well as service between Chanhassen, Chaska and Eden Prairie. SWT currently operates four major park-and-ride lots.

The Mission of SouthWest Transit is to “provide a premium experience for the southwest Twin Cities through safe, reliable, and cost-effective transit that builds community and connects our customers from where they are to where they want to go.”

SouthWest Transit (SWT) is undertaking a comprehensive evaluation of its existing and future facility needs to support continued growth in service delivery, fleet expansion, and operational demands across its service area. As a provider of public transit services within the southwest Twin Cities metropolitan region, SWT operates a range of facilities including maintenance, administrative, and park-and-ride locations that are critical to delivering safe, reliable, and efficient service to the community.

SWT’s current system includes key facilities such as the Eden Prairie Garage, East Creek Station and Ramp, SouthWest Village Station and Ramp, Chanhassen Transit Station and Ramp, and SouthWest Station Ramp. These facilities vary in age, condition, functionality, and capacity. With anticipated increases in ridership demand, fleet size, particularly with the incorporation of emerging vehicle technologies—and service expansion to the north and west, SWT must ensure that its facilities are positioned to meet both current operational requirements and long-term strategic goals.

To support informed decision-making, SWT has developed long-term planning documents, including a Long-Term Fleet Management Plan and a Long-Term Service Plan. These documents identify projected changes in fleet composition, service levels, and operational needs over a 10-year planning horizon. However, a comprehensive Facilities Master Plan is needed to align SWT’s physical

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infrastructure with these long-term plans and to guide investment, maintenance, and expansion priorities.

Through this Request for Proposals, SWT is seeking a qualified consultant to develop a comprehensive Facilities Master Plan that evaluates the condition, performance, and capacity of existing facilities while identifying future needs and strategic options. The plan will include a detailed assessment of current infrastructure systems, lifecycle and capital planning, Facility Condition Index (FCI) analysis, and compliance with applicable codes and accessibility standards. Additionally, the plan will assess operational practices, maintenance strategies, and facility-related technologies to identify opportunities for improved efficiency, cost-effectiveness, and service delivery.\

Looking forward, the Facilities Master Plan will address SWT's long-term space and capacity needs, including options for expansion, renovation, relocation, or acquisition of new facilities. The plan will incorporate considerations for sustainability and resiliency, support stakeholder engagement, and provide a phased implementation strategy that aligns with operational priorities and available funding. The selected consultant will also develop planning-level cost estimates and identify potential funding sources to support recommended projects.

The resulting Facilities Master Plan will serve as a strategic framework to guide SWT's capital investments and facility decisions over the next decade, ensuring that its infrastructure supports continued growth, operational excellence, and high-quality transit service for the communities it serves.

More information about SWT can be found at www.swtransit.org.

5. RFP ADMINISTRATOR; PROPOSAL QUESTIONS; ADDENDA

The RFP administrator for the Request for Proposals is:

Procurement Manager & Facilities Managers
SouthWest Transit
14405 West 62nd Street
Eden Prairie, MN 55346
Email: procurement@swtransit.org

The RFP administrator shall serve as the contact person and will send and receive all communications regarding the RFP. Proposers may be disqualified if any unsolicited contact related to this RFP is made with an employee, commission member or representative of SWT during the proposal process except as provided in these instructions.

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the RFP or specifications or finds discrepancies in or omissions from the RFP or specifications, the person shall submit to the RFP administrator a written request for an interpretation or correction by the date indicated in this RFP.

Any corrections or changes to this RFP, including any changes made as a result of the pre-proposal meeting, will be made by written addendum only and publicly posted on SWT's website. SWT shall not be bound by any oral comments or representations.

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6. Proposal Requirements

Please submit the following:

1. Technical Proposal

Include:

- Cover letter
- Firm experience
- Project team
- Approach
- Schedule
- References
- Slides are acceptable

2. Cost Proposal

3. Required Forms

- Attachment A (Submission Form)
- Attachment F (Non-Collusion)
- Attachment G (Responsible Contractor)

4. Submission Instructions

- Email to procurement@swtransit.org by July 2, 2026 at 2:00 PM.

7. WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals which are timely withdrawn shall be returned to the proposer. If a substitute proposal is submitted timely, SWT shall deem a previous proposal submitted by the proposer to have been withdrawn and the previous proposal shall be returned to the proposer unopened. A proposer may submit a substitute proposal only prior to the time proposals are due. A substitute proposal must be received prior to the time proposals are due.

8. FORM OF CONTRACT

The form of contract for the project is attached as Attachment D. The contract outlines the legal and administrative responsibilities of the Consultant, including insurance requirements and compliance with applicable federal, state, and local laws.

No Performance or Payment Bonds Required

This is a professional services contract. Performance bonds and payment bonds are not required for this project.

9. PROPOSAL OPENING, CONTRACT AWARD, AND EXECUTION

Proposals received by the deadline will be reviewed and evaluated by an SWT selection committee in accordance with the evaluation criteria set forth in this RFP.

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Proposals will not be opened publicly. Proposal contents will remain non-public to the extent permitted by applicable law until an award is made.

During the evaluation process, SWT reserves the right to request clarification of minor issues from any proposer to ensure a complete understanding of the proposal and to correct or clarify any information that may be incomplete or ambiguous. Requests for clarification may be made via telephone, written correspondence, or meetings and may be confirmed in writing.

SWT may also, at its discretion, invite one or more proposers to participate in interviews or presentations as part of the evaluation process.

The SWT Commission will make the final award decision based on the recommendation of the evaluation committee and the criteria outlined in this RFP. The contract will be awarded to the proposer whose proposal is determined to be the most advantageous to SWT.

SWT shall have no obligation until a written contract is fully executed.

The proposer selected for award shall execute and return the contract to SWT along with all required documentation, including certificates of insurance. Upon receipt and acceptance of all required documents, SWT will execute the contract and issue a notice to proceed.

ATTACHMENT A: PROPOSAL SUBMISSION FORM

RFP Information

RFP Title: _____

RFP Number (if applicable): _____

Issuing Organization: _____

Proposal Due Date & Time: _____

Proposer Information

Legal Name of Proposer (Firm): _____

Business Address: _____

Primary Contact Person:

Name: _____

Title: _____

Phone: _____

Email: _____

Proposal Certifications

By signing below, the Proposer certifies that:

- The information contained in this proposal is true, complete, and accurate.
- The proposal is submitted without collusion or improper coordination with any other proposer.
- The individual signing this form is authorized to bind the Proposer to the proposal and contractual commitments.
- The Proposer agrees to comply with all requirements of the RFP.

- The Proposer acknowledges receipt of and agrees to all addenda issued for this RFP (listed below).

Addenda Acknowledged (list numbers or “None”):

Exceptions to RFP or Contract Terms

- No exceptions are taken
- Exceptions are noted and attached as Attachment ____

(If exceptions are taken, they must be clearly identified and referenced.)

Proposal Validity

The proposal shall remain valid for a minimum of 90 days from the proposal due date.

Authorized Signature

By signing below, the Proposer agrees that this proposal is submitted in accordance with the RFP and may be accepted by the Issuing Organization.

Authorized Representative (Printed Name):

Title: _____

Signature: _____

Date: _____

*Failure to submit a completed and signed Proposal Submission Form may result in rejection of the proposal as non-responsive.

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ATTACHMENT B: SCOPE OF WORK

Facility Master Plan Services

Upon review of SWT's future planned growth both in service area and fleet, the Consultant shall provide a comprehensive Facility Master Plan that will meet the needs of expansion including but not limited to the Eden Prairie Garage, East Creek Station and Ramp, SouthWest Village Station and Ramp, Chanhassen Transit Station and Ramp, SouthWest Station Ramp and any future facility needs to meet growth needs. SWT will provide the selected Consultant with the Long-term Fleet Management Plan and the Long-term Service Plan for reference.

1. Assessment of Existing Facilities

Conduct a detailed assessment of each existing facility named above to identify current conditions, deficiencies, and anticipated future repair and replacement needs. The assessment should include, at a minimum; roofing systems, drainage, exterior walls, windows and doors, lighting, plumbing, emergency systems, fire protection systems, electrical systems, HVAC systems, parking surfaces, and supporting infrastructure.

- **Lifecycle and Capital Planning:** Develop a lifecycle analysis of major building systems, equipment, and infrastructure, including remaining useful life and projected replacement timelines. Provide a prioritized capital improvement plan identifying short-term (0–2 years), mid-term (3–5 years), and long-term (6–10 years) needs.
- **Facility Condition Index (FCI) and Benchmarking:** Calculate the Facility Condition Index (FCI) for each facility and provide benchmarking against industry standards. Identify facilities that are candidates for reinvestment, major rehabilitation, or replacement.
- **Code and Compliance Review:** Evaluate facilities for compliance with applicable building codes, ADA accessibility requirements, and life safety regulations. Identify deficiencies and provide recommendations to achieve compliance. Include consideration of environmental concerns where applicable (e.g., hazardous materials).
- **Operations and Maintenance (O&M) Assessment:** Evaluate current maintenance practices, staffing, and operational procedures. Identify gaps and inefficiencies and provide recommendations to improve performance, extend asset life, and reduce long-term costs.
- **Technology and Systems Assessment:** Assess facility related technology systems, including security (CCTV, access control), communications, IT/network infrastructure, and parking systems. Provide recommendations for upgrades or improvements aligned with operational needs.

2. Future Needs and Recommendations

- **Capacity Planning:** Develop a site analysis and space plan that addresses SouthWest Transit's space needs for 10+ years based on growth projects of service, staff, and fleet.
- **Expansion and Relocation Options:** Evaluate and develop options for future expansion and/or relocation of SouthWest Transit facilities, including possible acquisition of additional facilities to support west/north expansion, feasibility analysis, site constraints, operational impacts, and high-level cost considerations.

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- **Sustainability and Resiliency:** Identify opportunities to improve energy efficiency, reduce environmental impact, and enhance facility resiliency. Provide recommendations related to energy systems, materials, stormwater management, and climate resilience.
- **Stakeholder Engagement:** Develop and implement a stakeholder engagement process to gather input from staff, leadership, and key stakeholders regarding fleet, office space, vehicle and equipment storage space, service expansion, facility needs and priorities. Incorporate ADA accessibility considerations and community impacts where applicable.
- **Phasing and Implementation Plan:** Develop a phased implementation plan that prioritizes space needs, facility improvements, north/west service expansion, fleet composition, vehicle and equipment parking and storage, cost, funding opportunities, projects should also be based on condition, risk, operational impact, and available funding. Include recommended sequencing, timelines, and consideration of current and future operations.

3. Budget Planning

- **Cost Estimating:** Provide planning-level cost estimates for all recommended repairs, improvements, procurement and expansion options. Estimates should include space needs, office space, vehicle parking, service expansion and future vehicle purchasing. Include assumptions, escalation factors, and cost projections over the 10-year planning horizon.
- **Funding Analysis:** Conduct a comprehensive review of potential funding sources for proposed operational, space, fleet, parking, storage improvements facility improvements and expansion of fleet, facility and operational services. Identify and evaluate applicable state, federal, public and private funding opportunities, and develop recommended funding strategies.

4. Plan Maintenance

- Provide recommendations for maintaining and updating the Facility Master Plan, including suggested update intervals and processes for annual capital planning.

Deliverables

Provide a final Facility Master Plan that includes all components of Sections 1-4 accompanied by electronic copies of all data and supporting materials.

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ATTACHMENT C: EVALUATION CRITERIA

Proposals will be evaluated by an SWT selection committee based on the criteria listed below. SWT may consider information learned through reference checks, optional interviews, and proposal clarifications.

1. Firm Qualifications, Relevant Experience and Project Team – 35 Points

The extent to which the proposer demonstrates:

- Experience preparing facility master plans for transit agencies or similar public-sector clients
- Experience with bus garages, park-and-ride facilities, ramps, and operations buildings
- Familiarity with fleet growth planning, capital planning, and lifecycle assessments
- Demonstrated success on projects of similar size, complexity, and regulatory environment.
- Technical expertise in facilities, infrastructure, cost estimating, and transit operations
- Demonstrated ability to collaborate with public agencies and stakeholders.

2. Project Understanding and Technical Approach – 25 Points

The proposer's understanding of SWT's needs and the quality of the proposed approach, including:

- Clear and logical methodology for:
 - Facility assessments
 - Capital planning and phasing.
 - Expansion and relocation analysis
 - Stakeholder engagement
- Use of appropriate tools, data, and industry best practices

3. Project Schedule and Deliverables – 10 Points

The proposer's ability to complete the work within the desired timeframe, including:

- Realistic and achievable project schedule
- Clear milestones and deliverables

4. Cost Proposal – 30 Points

The reasonableness and competitiveness of the proposed cost, including:

- Overall value relative to scope and effort

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Total Possible Points: 100

Evaluation Category	Points
Firm Experience	35
Technical Approach	25
Schedule & Deliverables	10
Cost Proposal	30
Total	100

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ATTACHMENT D: CONTRACT (EXAMPLE)

This Agreement (“Agreement”) is made on the _____ day of _____, 20__, between SouthWest Transit, a joint powers entity under the laws of the State of Minnesota (“SWT”), whose business address is 14405 West 62nd Street, Eden Prairie, MN 55346, and _____, a Minnesota _____ (“Consultant”) whose business address is _____.

Preliminary Statement

SWT has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for SWT projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with SWT. The purpose of this Agreement is to set forth the terms and conditions for the provision of professional services by consultant for _____ (“Work”).

SWT and Consultant agree as follows:

1. **Scope of Work.** Consultant agrees to provide the professional services shown in Exhibit A in connection with the Work. Exhibit A is intended to be the scope of service for the work of consultant. Any general or specific conditions, terms, agreements, consultant or industry proposal, or contract terms attached to or a part of Exhibit A are declined in full and, accordingly, are deleted and shall not be in effect in any manner.
2. **Term.** The term of this Agreement shall be from _____ through _____, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
3. **Compensation for Services.** SWT agrees to pay Consultant on an hourly basis plus expenses in a total amount not to exceed \$_____ for the services as described in Exhibit A.
 - a. Any changes in the scope of the work which may result in an increase to the compensation due Consultant shall require prior written approval by an authorized representative of SWT or by the SWT Commission. SWT will not pay additional compensation for services that do not have prior written authorization.

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- b. Special consultants may be utilized by Consultant when required by the complex or specialized nature of the Project and when authorized in writing by SWT.
 - c. If Consultant is delayed in performance due to any cause beyond its reasonable control, including, but not limited to, strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of SWT, the time for performance shall be extended by a period of time lost by reason of the delay. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.
4. **SWT Information.** SWT agrees to provide Consultant with the complete information concerning the Scope of the Work and to perform the following services:
- a. Access to the Area. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. As may be necessary, SWT shall obtain access to and make all provisions for Consultant to enter upon public and private lands or property as required for Consultant to perform such services necessary to complete the Work.
 - b. Consideration of Consultant's Work. SWT shall give thorough consideration to all reports, sketches, estimates, drawings, and other documents presented by Consultant, and shall inform Consultant of all decisions required of SWT within a reasonable time so as not to delay the work of Consultant.
 - c. Standards. SWT shall furnish Consultant with a copy of any standard or criteria, including but not limited to, design and construction standards that may be required in the preparation of the Work for the Project.
 - d. SWT's Representative. A person shall be appointed to act as SWT's representative with respect to the work to be performed under this Agreement. SWT's representative shall have complete authority to transmit instructions, receive information, interpret, and define SWT's policy and decisions with respect to the services provided or materials, equipment, elements and systems pertinent to the work covered by this Agreement.
5. **Method of Payment.** Consultant shall submit to SWT, on a monthly basis, an itemized invoice for professional services performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to SWT for:
- a. Progress Payment. For work reimbursed on an hourly basis, Consultant shall indicate for each employee, such employee's name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount

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due for each project task. Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, Consultant shall provide an itemized listing and such documentation as reasonably required by SWT. Each invoice shall contain SWT's project number and a progress summary showing the original (or amended) amount of the contract, current billing, past payments and unexpended balance of the contract.

- b. **Suspended Work.** If any work performed by Consultant is suspended in whole or in part by SWT, Consultant shall be paid for any services set forth on Exhibit A performed prior to receipt of written notice from SWT of such suspension.
 - c. **Payments for Special Consultants.** Consultant shall be reimbursed for the work of special consultants, as described herein, and for other items when authorized in writing by SWT.
 - d. **Claims.** To receive any payment on this Agreement, the invoice or bill must include the following signed and dated statement: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."
6. **Project Manager and Staffing.** Consultant shall designate a Project Manager and notify SWT in writing of the identity of the Project Manager before starting work on the Project. The Project Manager shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Consultant may not remove or replace the Project Manager without the approval of SWT.
7. **Standard of Care.** Consultant shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Hennepin County, Minnesota. Consultant shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. Consultant shall put forth reasonable efforts to complete its duties in a timely manner. Consultant shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Consultant shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
8. **Termination.** This Agreement may be terminated by either party by seven (7) days' written notice delivered to the other party at the address written above. Upon termination under this provision, if there is no fault of Consultant, Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, SWT terminates the Agreement because Consultant has failed to perform in accordance with this Agreement, no further payment shall be made to Consultant, and SWT may retain another consultant to undertake or complete the Work identified herein.

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9. **Subcontractor.** Consultant shall not enter into subcontracts for services provided under this Agreement except as noted in the Scope of Work, without the express written consent of SWT. Consultant shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of Consultant's receipt of payment by SWT for undisputed services provided by the subcontractor. If Consultant fails within that time to pay the subcontractor any undisputed amount for which Consultant has received payment by SWT, Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
10. **Independent Contractor Relationship.** Consultant is an independent contractor engaged by SWT to perform the services described herein and as such (i) shall employ such persons as it shall deem necessary and appropriate for the performance of its obligations pursuant to this Agreement, who shall be employees, and under the direction, of Consultant and in no respect employees of SWT, and (ii) shall have no authority to employ persons, or make purchases of equipment on behalf of SWT, or otherwise bind or obligate SWT. No statement herein shall be construed so as to find Consultant an employee of SWT.
11. **Insurance.**
- a. General Liability. Prior to starting the Work, Consultant shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Consultant or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law.
- b. Consultant shall procure and maintain the following minimum insurance coverages and limits of liability for the Work:

Worker's Compensation Statutory Limits

Employer's Liability	\$500,000 each accident
	\$500,000 disease policy limit
	\$500,000 disease each employee
Commercial General Liability	\$1,000,000 property damage and bodily injury per occurrence
	\$2,000,000 general aggregate

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\$2,000,000 Products – Completed Operations

Aggregate

\$100,000 fire legal liability each occurrence

\$5,000 medical expense

Comprehensive Automobile

Liability

\$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles.)

Umbrella or Excess Liability

\$1,000,000

- c. Commercial General Liability. The Commercial General Liability Policy shall be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
- d. Professional Liability Insurance. In addition to the coverages listed above, Consultant shall maintain a professional liability insurance policy in the amount of \$2,000,000. Said policy need not name SWT as an additional insured. It shall be Consultant's responsibility to pay any retention or deductible for the professional liability insurance. Consultant agrees to maintain the professional liability insurance for a minimum of two (2) years following termination of this Agreement.
- e. Consultant shall maintain "stop gap" coverage if Consultant obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.
- f. All policies, except the Worker's Compensation Policy, Automobile Policy, and Professional Liability Policy, shall name the "SouthWest Transit Commission" as an additional insured including products and completed operations.
- g. All policies, except the Professional Liability Policy, shall apply on a "per project" basis.

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- h. All General Liability policies, Automobile Liability policies and Umbrella policies shall contain a waiver of subrogation in favor of SWT.
- i. All policies, except for the Worker's Compensation Policy and the Professional Liability Policy, shall be primary and non-contributory.
- j. All policies, except the Worker's Compensation Policy, shall insure the defense and indemnity obligations assumed by Consultant under this Agreement. The Professional Liability policy shall insure the defense and indemnity obligations assumed by Consultant under this Agreement except with respect to the liability for loss or damage resulting from the negligence or fault of anyone other than Consultant or others for whom Consultant is legally liable.
- k. Consultant agrees to maintain all coverage required herein throughout the term of the Agreement and for a minimum of two (2) years following SWT's written acceptance of the Work.
- l. It shall be Consultant's responsibility to pay any retention or deductible for the coverages required herein.
- m. All policies shall contain a provision or endorsement that coverages afforded thereunder shall not be cancelled or non-renewed or restrictive modifications added, without thirty (30) days' prior notice to SWT, except that if the cancellation or non-renewal is due to non-payment, the coverages may not be terminated or non-renewed without ten (10) days' prior notice to SWT.
- n. Consultant shall maintain in effect all insurance coverages required under this Paragraph at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by SWT in writing.
- o. **A copy of Consultant's Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with SWT prior to the start of Consultant's Work.** Upon request a copy of Consultant's insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to SWT and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates shall be provided to SWT prior to the expiration date of any of the required policies. SWT will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, SWT's right to enforce the terms of Consultant's

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obligations hereunder. SWT reserves the right to examine any policy provided for under this paragraph.

- p. **Effect of Consultant's Failure to Provide Insurance.** If Consultant fails to provide the specified insurance, then Consultant will defend, indemnify and hold harmless SWT, SWT's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to SWT (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Consultant, its subcontractors, agents, employees or delegates. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, SWT may require Consultant to:

- i. Furnish and pay for a surety bond, satisfactory to SWT, guaranteeing performance of the indemnity obligation; or
- ii. Furnish a written acceptance of tender of defense and indemnity from Consultant's insurance company.

Consultant will take the action required by SWT within fifteen (15) days of receiving notice from SWT.

12. **Indemnification.** Consultant will defend and indemnify SWT, its officers, agents, and employees and hold them harmless from and against all judgments, claims, damages, costs and expenses, including a reasonable amount as and for its attorney's fees paid, incurred or for which it may be liable resulting from any breach of this Agreement by Consultant, its agents, contractors and employees, or any negligent or intentional act or omission performed, taken or not performed or taken by Consultant, its agents, contractors and employees, relative to this Agreement. SWT will indemnify and hold Consultant harmless from and against any loss for injuries or damages arising out of the negligent acts of SWT, its officers, agents or employees.
13. **Ownership of Documents.** All plans, diagrams, analyses, reports and information generated in connection with the performance of the Agreement ("Information") shall become the property of SWT, but Consultant may retain copies of such documents as records of the services provided. SWT may use the Information for its purposes and Consultant also may use the Information for its

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purposes. Use of the Information for the purposes of the project contemplated by this Agreement (“Project”) does not relieve any liability on the part of Consultant, but any use of the Information by SWT or Consultant beyond the scope of the Project is without liability to the other, and the party using the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom.

14. **Mediation.** Each dispute, claim or controversy arising from or related to this agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Eden Prairie, Chanhassen or Chaska unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

GENERAL TERMS AND CONDITIONS

15. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
16. **Compliance with Laws and Regulations.** In providing services hereunder, Consultant shall abide by statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle SWT to immediately terminate this Agreement.
17. **Conflicts.** No salaried officer or employee of SWT and no member of the Commission shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders the Agreement void.
18. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
19. **Damages.** In the event of a breach of this Agreement by SWT, Consultant shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.
20. **Employees.** Consultant agrees not to hire any employee or former employee of SWT and SWT agrees not to hire any employee or former employee of Consultant prior to termination of this Agreement and for one (1) year thereafter, without prior written consent of the former employer in each case.

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21. **Enforcement.** Consultant shall reimburse SWT for all costs and expenses, including without limitation, attorneys' fees paid or incurred by SWT in connection with the enforcement by SWT during the term of this Agreement or thereafter of any of the rights or remedies of SWT under this Agreement.
22. **Entire Agreement, Construction, Application and Interpretation.** This Agreement is in furtherance of SWT's public purpose mission and shall be construed, interpreted, and applied pursuant to and in conformance with SWT's public purpose mission. The entire agreement of the parties is contained herein. This Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
24. **Non-Discrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. Consultant shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
25. **Notice.** Any notice required or permitted to be given by a party upon the other is given in accordance with this Agreement if it is directed to either party by delivering it personally to an officer of the party, or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed to the address listed on page 1 hereof. Notices shall be deemed effective on the earlier of the date of receipt or the date of mailing or deposit as aforesaid, provided, however, that if notice is given by mail or deposit, that the time for response to any notice by the other party shall commence to run one business day after any such mailing or deposit. A party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.
26. **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
27. **Services Not Provided For.** No claim for services furnished by Consultant not specifically provided for herein shall be honored by SWT.
28. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

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29. **Statutory Provisions.**

- a. **Audit Disclosure.** The books, records, documents and accounting procedures and practices of Consultant or other parties relevant to this Agreement are subject to examination by SWT and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement.

- b. **Data Practices.** Any reports, information, or data in any form given to, or prepared or assembled by Consultant under this Agreement which SWT requests to be kept confidential, shall not be made available to any individual or organization without SWT's prior written approval. This Agreement is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("Data Practices Act"). All government data, as defined in the Data Practices Act, which is created, collected, received, stored, used, maintained, or disseminated by Consultant in performing any of the functions of SWT during performance of this Agreement is subject to the requirements of the Data Practices Act and Consultant shall comply with those requirements as if it were a government entity. All subcontracts entered into by Consultant in relation to this Agreement shall contain similar Data Practices Act compliance language.

30. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

Executed as of the day and year first written above.

SOUTHWEST TRANSIT

By: _____
Erik Hansen, Its Chief Executive Officer

CONTRACTOR

By: _____

Its: _____

ATTACHMENT E: REFERENCES FORM

Each Proposer must submit three (3) to five (5) recent and relevant client references. References should be for projects similar in scope, complexity, and value to this RFP and completed within the past five (5) years.

Proposer Information

Proposer Name	
---------------	--

Reference #1

Client Organization Name	
Primary Contact Name	
Title	
Phone Number	
Email Address	
Project Name / Description	
Services Provided	
Project Start Date	
Project End Date (or Ongoing)	
Approximate Contract Value	
Completed on Time and Within Budget? (Yes/No)	
If No, Explanation	

Reference #2

Client Organization Name	
Primary Contact Name	
Title	
Phone Number	
Email Address	
Project Name / Description	
Services Provided	
Project Start Date	
Project End Date (or Ongoing)	
Approximate Contract Value	
Completed on Time and Within Budget? (Yes/No)	
If No, Explanation	

Reference #3

Client Organization Name	
Primary Contact Name	
Title	

Phone Number	
Email Address	
Project Name / Description	
Services Provided	
Project Start Date	
Project End Date (or Ongoing)	
Approximate Contract Value	
Completed on Time and Within Budget? (Yes/No)	
If No, Explanation	

Reference Authorization

Authorized Representative (Printed Name)	
Signature	
Date	

ATTACHMENT F : NON-COLLUSION AFFIDAVIT

Proposer Company Name: _____

(NOTE: This form MUST be submitted with each proposer.)

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner of the proposer (if the proposer is a partnership), or an officer or employee of the proposing corporation (if the proposer is a corporation), having authority to sign on his, hers, or its behalf and if awarded the contract to enter into such contract;

2. That the attached proposal has been arrived at by the proposer independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent proposing or competition;

3. That the contents of the proposal have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer and will not be communicated to any such person prior to the official opening of the proposal; and

4. That I have fully informed myself regarding the accuracy of the statements made in this statement.

By _____

Its _____

By _____

Its _____

ATTACHMENT G: RESPONSIBLE CONTRACTOR VERIFICATION

I am an owner or officer of _____ [name of proposer] (“proposer”). I hereby verify that proposer is in compliance with the minimum criteria required of a “responsible contractor” as that term is defined in Minnesota Statutes § 16C.285, subdivision 3, and as explained in the Request for Proposal in section 22 entitled “Responsible Contractor Verification.”

I further agree that Proposer has received a signed statement under oath from each subcontractor and motor carrier that Proposer intends to use to perform work on the project verifying that the subcontractor or motor carrier meets the minimum criteria under Minn. Stat. § 16C.285, and that Proposer will furnish such statements to the contracting authority upon request. Proposer intends to retain the following first-tier subcontractors and motor carriers for work on this project [attach additional sheet as necessary to list of contractors]:

If Proposer is awarded the contract for the project, I further agree that Proposer will submit the attached document entitled “Additional Subcontractor List” as required.

Signed this _____ day of _____, 20__

By: _____ [printed name]

_____ [title] of _____ [name of proposer]

STATE OF MINNESOTA)

) ss.

COUNTY OF _____)

Signed and sworn to before me on _____, 20__, by _____.

Notary Public