

**REQUEST FOR BIDS (RFB)
FOR
SouthWest Transit Bus Wash**

For

SouthWest Transit (SWT)

14405 West 62nd Street

Eden Prairie, MN 55346

RFB# 26-0002

Issue Date: 02/25/2026

Pre-Bid Conference: 03/06/2026

Questions Due: 03/10/2026

Questions Answered: 03/12/2026

Bids due: 04/06/2026

Bid Opening: 04/07/2026

Award Date: 04/20/2026

Bids received late, for any reason, will not be accepted.

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INSTRUCTIONS FOR PREPARATION OF BIDS

1. REQUEST FOR BIDS

Southwest Transit (“SWT”) is requesting bids from qualified contractors to furnish and install the SouthWest Transit Bus Wash in accordance with Attachment H: Specifications, and Attachment I: Scope of Work. The Bus Wash must be completed and fully operational by 07/15/2026.

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

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

Bids must be submitted on the Bid Form attached hereto as Attachment A: Bid Form.

Questions regarding the bid documents will be answered at the pre-bid meeting, which will be held on 03/06/2026, at 2:00 PM, at [Bus Wash RFB Pre-Bid Meeting | Meeting-Join | Microsoft Teams](#)

Questions that arise after the pre-bid meeting must be submitted in writing by 1:00 p.m. on 03/10/2026, to:

RFB Bus Wash
SouthWest Transit
14405 West 62nd Street
Eden Prairie, MN 55346
Email : BusWash@swtransit.org

All questions will be answered in a written addendum no later than 03/12/2026.

To be considered, the sealed bid must be **received** by 1:00 p.m. on 04/06/2026.

Bids may be submitted by mail, courier, hand delivery, or email. Oral, facsimile, telephone, or telegraphic bids are invalid and will not receive consideration. SouthWest Transit reserves the right to reject any or all bids submitted.

Bids submitted by mail, courier, or hand delivery must be in a sealed envelope containing **one (1) original sealed bid**, marked “***Bid for SouthWest Transit Bus Wash.***” The envelope must be addressed to: Facility Project Manager, SouthWest Transit, 14405 West 62nd Street, Eden Prairie, MN 55346.

Bids submitted by email must be attached to an email with the subject line “***Bid for SouthWest Transit Bus Wash.***”. The email must be addressed to: Facility Project Manager, SouthWest Transit, BusWash@swtransit.org.

2. SWT’S RIGHTS

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

3. PROJECT TIME FRAME

<u>Project Milestones</u>	<u>Tentative Date</u>
RFB Advertisement:	02/25/2026
Deadline for questions or request for clarifications:	03/10/2026
Response to Questions Released:	03/12/2026
Bid Due Date:	04/06/2026
Bid Opening:	04/07/2026
<u>Bus Wash RFB Bid Opening Meeting-Join Microsoft Teams</u>	
Submitted to SWT Commission for Approval:	04/16/2026
Notice of Award:	04/20/2026

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

4. BACKGROUND

SouthWest Transit (SWT) is soliciting bids from qualified suppliers to furnish, install, and commission a fully automatic, touchless and friction combination heavy-duty vehicle wash system. The system must be capable of washing a variety of transit vehicles including motor coaches, electric buses, paratransit buses, and vans.

SWT was created 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 a seven (7) person commission (“Commission”). Each of the three cities has an appointed member as well as an elected official, and the seventh member is an at large member. 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 that “we 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 provides three main services which provide connections within our main service areas of Chaska, Chanhassen, and Eden Prairie as well as connecting service to our surrounding Twin Cities Metropolitan area, including the cities of Minneapolis, St Paul, Bloomington, Edina, Shakopee and others.

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

5. RFB ADMINISTRATOR; BID QUESTIONS; ADDENDA

The RFB administrator for the Request for Bids is:

Bus Wash RFB
SouthWest Transit
14405 West 62nd Street
Eden Prairie, MN 55346
Email: BusWash@swtransit.org

The RFB administrator shall serve as the contact person and will send and receive all communications regarding the RFB. **Bidders may be disqualified if any unsolicited contact related to this RFB is made with an employee, commission member or**

representative of SWT during the bid process except as provided in these instructions.

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

Any corrections or changes to this RFB, including any changes made as a result of the pre-bid meeting, will be made by written addendum only. SWT shall not be bound by any oral comments or representations.

6. BID FORMAT

The Bid Form must be submitted 8-1/2" x 11" size paper and must be typed. All Bids must be sealed and marked "***Bid for SouthWest Transit Bus Wash.***"

7. SUBMISSION OF BIDS

Bids must be **received** by the date and time indicated in Section 1 of this RFB. Bids received after the specified time and date will not be considered. **It is wholly the responsibility of the bidder to ensure that the bid package is properly addressed, delivered, and received by SWT on time.**

Bids may be submitted by mail, courier, hand delivery, or email. Oral, facsimile, telephone, or telegraphic bids are invalid and will not receive consideration. SouthWest Transit reserves the right to reject any or all bids submitted.

Bids submitted by mail, courier, or hand delivery must be in a sealed envelope containing **one (1) original** marked "***Bid for SouthWest Transit Bus Wash.***." The envelope must be addressed to: Bus Wash RFB, SouthWest Transit, 14405 West 62nd Street, Eden Prairie, MN 55346.

Bids submitted by email must be attached to an email with the subject line "***Bid for SouthWest Transit Bus Wash***". The email must be addressed to: Facilities Project Manager, SouthWest Transit, **BusWash@swtransit.org**.

SWT may evaluate an improperly marked bid only if it discovers prior to the deadline for submission of bids that it is a bid for this project. Improperly marked bids that are not discovered prior to that deadline will be treated as late bids.

The submission of a bid shall constitute an acknowledgment upon which SWT may rely that the bidder has thoroughly examined and is familiar with the RFB, the specifications, the addenda (if any), and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the services to be provided. The failure or neglect of a bidder to do so shall in no way relieve the bidder from any obligations with respect to the bid or the contract issued as a result of this RFB. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any aspect of the RFB, addenda (if any), work sites, statutes, regulations, ordinances or resolutions

8. ITEMS REQUIRED TO BE SUBMITTED WITH THE BID

Items listed in this section must accompany the Bid. If any required item is omitted, the Bid may be rejected and returned without further consideration.

- Bidder's full legal name, principal place of business, and bidder's business address through which most contract work will be performed.
- Name, title, address, telephone number, e-mail address, and facsimile number of contact person during period of bid evaluation.
- Bid Form (See Attachment A).
- Bid Bond (See Attachment B) in an amount equal to five percent (5%) of the bidder's bid amount.
- A statement that the bidder has authority to submit the bid, that the bid shall remain valid for a period of not less than ninety days (90) days from the date of bid opening, and that the bidder has authority to enter into a contract for the procurement.
- Non-Collusion Affidavit (See Attachment F).
- Responsible Contractor Verification (See Attachment G).

Please note the above is not a complete list. Bidders must refer to the RFB and specifications for all information or documentation required to be submitted with the bid. Bidders are responsible for providing all information or documentation required to be submitted with the bid.

9. WITHDRAWAL OR MODIFICATION OF BIDS

Bids which are timely withdrawn shall be returned to the bidder. If a substitute bid is submitted timely, SWT shall deem a previous bid submitted by the bidder to have been withdrawn and the previous bid shall be returned to the bidder unopened. A bidder may submit a substitute bid only prior to the time bids are due. A substitute bid must be **received** prior to the time bids are due.

10. FORM OF CONTRACT; BONDS

The form of the contract for the project is attached to this RFB as Attachment C: Form of Contract. The contract outlines various legal and administrative duties and responsibilities to be assumed by the person or organization providing the work including, without limitation, insurance requirements and certain federal, state and local requirements to be met by the contractor.

The selected bidder shall post a Performance Bond and a Payment Bond each in an amount equal to one hundred percent (100%) of the payments due under the contract to ensure the prompt and faithful performance of the contract by the bidder and to ensure prompt payment to the subcontractors and suppliers of the bidder. The Performance and Payment Bonds shall be in the form attached hereto as Attachment D: Performance and Payment Bonds. Bidder shall provide the Performance and Payment Bonds to SWT before commencing work and together with the executed contract document. If the Performance and/or Payment Bond are not submitted as provided herein, the contract shall not be executed by SWT and the award of the contract shall be considered void.

If the surety of any bond furnished by the successful bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the work is located, the successful bidder shall, within ten (10) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to SWT.

11. BID OPENING, CONTRACT AWARD, AND EXECUTION

Bid opening is to take place on 04/07/2026 at 2:00 p.m. at SouthWest Transit, 14405 West 62nd Street, Eden Prairie, MN 55346.

[Bus Wash RFB Bid Opening | Meeting-Join | Microsoft Teams](#)

The properly identified bids which have been received on time will be opened publicly and will be read aloud. A tabulation of the bids will be made available for public inspection.

During the initial review of bids, SWT reserves the right to request clarification of minor issues from any bidder to assure a complete understanding of the offer and to adjust any evaluations made with faulty or unclear information. Requests for any such clarifications will be initiated by SWT and may be addressed through telephone calls, correspondence, or meetings with a bidder and may be confirmed in writing.

The SWT Commission will determine which bidder is the lowest responsive and responsible bidder. SWT shall not have any obligation whatsoever until a contract is signed with the successful bidder.

The bidder to whom SWT awards the contract shall sign and return the written contract to SWT. Upon receipt by SWT all required documentation and submittals, including certificates of insurance, and the signed contract, SWT will execute the contract.

12. ORGANIZATIONAL CONFLICT OF INTEREST

A. Definition of Organizational Conflict of Interest

An “organizational conflict of interest” exists when, because of existing or planned activities or because of relationships with other persons, a bidder is unable or potentially unable to render impartial assistance to SWT, or the bidder’s objectivity in performing the contract work is or might be otherwise impaired, or the bidder has an unfair competitive advantage.

B. Warranty against Organizational Conflict of Interest

By submitting a bid, each bidder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to an organizational conflict of interest on this project with respect to the bidder. Provisions will be included in the contract for this project imposing continuing obligations on the successful bidder to disclose to SWT organizational conflicts of interest which may be later discovered and consequences which may arise from such a situation.

13. DISPUTES AND PROTESTS

Bidders who wish to file a protest regarding the RFB process shall conform in all respects to SWT’s Protest Procedure attached hereto as Attachment E: Dispute and Protest Procedures. All protests must be addressed to the RFB Administrator at the email address identified in Section 5 of this RFB.

14. DATA PRACTICES ACT

The Minnesota Government Data Practices Act provides that the names of bidders are public once the bids are opened. With the exception of trade secret information as defined in Minnesota Statutes, section 13.37, all other information submitted by a bidder in response to this RFB becomes public at the times specified in the act and is then available to any person upon request. Trade secret information is defined in section 13.37 as data, including a formula, pattern, compilation, program, device, method, technique, or process, (1) that was supplied by the bidder; (2) that is the subject of efforts by the bidder that are reasonable under the circumstances to maintain its secrecy; and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Any information in its response to this RFB for which the Bidder claims protection as trade secret information in accordance with the above provisions must be limited and set apart in the RFB response on separate pages, with a heading that identifies the information as trade secret information. SWT will make the ultimate determination whether the information meets the applicable definition. Any information submitted in response to this RFB which does not meet the legal definition will be considered public information, regardless of the bidder's identification of it as trade secret information. **Bidders are advised that blanket-type identification by designating whole pages or sections as containing trade secret information will not assure protection. The specific information for which the Bidder claims trade secret protection must be clearly identified as such.**

Submitted bids shall not be copyrighted. A statement by the bidder that submitted information is copyrighted or otherwise protected does not prevent public access to the information contained in the RFB response.

15. SUBCONTRACTING

All subcontractors are subject to approval by SWT. SWT reserves the right to reject any subcontractor for any reason. Upon rejection of any subcontractor bidder shall arrange to perform the work itself or shall provide an alternative subcontractor acceptable to SWT.

16. NON-COLLUSION AFFIDAVIT

Bidders must sign and submit with their bids the Non-Collusion Affidavit attached hereto as Attachment F: Non-Collusion Affidavit.

17. RESPONSIBLE CONTRACTOR VERIFICATION

The successful bidder must be a “responsible contractor,” as that term is defined in Minnesota Statutes, section 16C.285, subdivision 3. Any prime contractor, subcontractor, or motor carrier that does not meet the minimum criteria or fails to comply with the verification requirements is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project. A prime contractor, subcontractor, or motor carrier that makes a false statement under oath verifying compliance with the minimum criteria will be ineligible to be awarded a construction contract on the project, and the submission of a false statement may result in termination of a contract awarded to a prime contractor, subcontractor, or motor carrier that submits the false statement.

Bidders must submit Attachment G: Responsible Contractor Verification, which must include a list of all the first-tier subcontractors that the respective bidder intends to retain for work on the project. Before execution of a construction contract, a prime contractor shall submit supplemental verification under oath confirming that all subcontractors and motor carriers that the prime contractor intends to use to perform project work have verified to the prime contractor, through a signed statement under oath by an owner or officer, that they meet the minimum criteria for a responsible contractor.

A bidder or subcontractor who does not meet the minimum criteria specified in the statute, or who fails to verify compliance with the criteria, is not a “responsible contractor” and is ineligible to be awarded the contract for this project or to work on this project. Submitting a false verification makes the bidder or subcontractor ineligible to be awarded a construction contract for this project. Additionally, submitting a false statement may lead to contract termination. If only one bidder submits a bid, SWT may, but is not required to, award a contract even if that bidder does not meet the minimum criteria.

LIST OF ATTACHMENTS TO BID INSTRUCTIONS

Attachment #	Document Title	Bid Instructions Section Reference
A	Bid Form	13
B	Bid Bond Form	15
C	Form of Contract	16
D	Performance and Payment Bond Forms	30
E	Dispute and Protest Procedures	34
F	Non-Collusion Affidavit	38
G	Responsible Contractor Verification	39
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ATTACHMENT A: BID FORM
Automatic Heavy-Duty Vehicle Wash System

1. Vendor Information

Company Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

Email Address: _____

2. Itemized Pricing

Item Description	Quantity	Unit Price (USD)
Automatic Bus Wash System (Complete)		\$
Splash Wall		\$
Control Panel		\$
Training Program		\$
Removal of Current Bus Wash		\$

Total Price (USD): _\$ _____

3. Compliance Confirmation

Does the proposed system meet all specifications outlined in the Scope of Work?

☐ Yes ☐ No

4. Warranty and Support

Warranty Period: Minimum of 1 Year from Date of Completion

Details of Warranty Coverage:

Support Contact Information:

ALL PRICES MUST BE ALL-INCLUSIVE.

The undersigned bidder represents and warrants to SWT that the bidder has authority to submit the bid, that the bid shall remain valid for a period of not less than ninety (90) days from the date of bid opening, and that the bidder has authority to enter into a contract for the work.

5. Authorized Signature

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT B: BID BOND FORM

BID BOND

Bond No. _____ Premium \$ _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____ (hereinafter called "Principal"), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and authorized to transact business in the State of Minnesota, (hereinafter called "Surety"), as Surety, are held and firmly bound unto SOUTHWEST TRANSIT (hereinafter called "Obligee"), in the penal sum of _____ (\$ _____), in good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has submitted a Bid pursuant to the REQUEST FOR BIDS (RFB) FOR SouthWest *Transit Bus Wash.*", which Bid is referred to and made a part hereof as fully and to the same extent as if copied at length for the purpose of explaining but not of varying or enlarging the obligation.

NOW, THEREFORE, the condition of this obligation is such, that if any award made by said Obligee, to the above bounded Principal, its executors, administrators, personal representatives or assigns under the REQUEST FOR BIDS (RFB) FOR SOUTHWEST TRANSIT Transit Bus Wash shall be accepted by said Principal and said Principal shall enter into a contract for the furnishing of said SOUTHWEST TRANSIT *Transit Bus Wash* , and give bond with the _____, as Surety, or with other Surety or Sureties to approved by the Obligee for the faithful performance thereof, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 2026.

Principal

Surety/Attorney-in-fact

ATTACHMENT C: SAMPLE OF CONTRACT

***Sample contract, actual contract will be provided to bidder once awarded**

Construction Contract

This Contract ("Contract") 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 _____ ("Contractor") whose business address is _____.

Preliminary Statement

SWT has adopted a policy regarding the selection and hiring of contractors to provide a variety of 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 Contract is to set forth the terms and conditions for the provision of services by Contractor for SOUTHWEST TRANSIT Bus Wash ("Work").

SWT and Contractor agree as follows:

1. **Scope of Work.** Contractor agrees to provide, perform and complete all the provisions of the Work in accordance with attached Exhibit A. Any general or specific conditions, terms, agreements, contractor 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. **Time of Commencement and Completion; Liquidated Damages.** The Work to be performed under this Contract shall be commenced immediately after execution of this Contract. The Work shall be completed by 07/15/2026. If Contractor fails to fully provide, perform, and complete the Work by the date set forth in this Section 2, then Contractor shall pay to SWT an amount equal to \$600.00__ per day for each business day such failure continues ("Liquidated Damages"). The parties intend that the Liquidated Damages constitute compensation, and not a penalty. The parties acknowledge and agree that SWT's harm caused by Contractor's failure to fully provide, perform, and complete the Work by the date set forth in Section 2 would be impossible or very difficult to accurately estimate at the time of contracting, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from Contractor's failure to fully provide, perform, and complete the Work by the date set forth in this Section 2.

3. **Progress Payments: Retainage.** Payments will be made based on approved progress invoices submitted by Contractor. Each invoice must reflect work completed and accepted by the SWT. SWT shall withhold 5% of each progress payment as retainage. Retainage will be held until the Contractor has achieved Substantial Completion of the Work, and all punch list items have been resolved to SWT's satisfaction.
- a. Release of Retainage: Final release of retainage shall occur upon:
 - i. Completion of all contractual obligations.
 - ii. Submission and approval of all required closeout documents.
 - iii. Written acceptance of the Work by SWT.
 - b. Retainage shall not be reduced or waived unless expressly authorized in writing by SWT.
4. **Compensation for Services.** SWT agrees to pay Contractor a fixed sum of \$_____ as full and complete payment for the labor, materials and services rendered pursuant to this Contract and as described in Exhibit A.
- a. Any changes in the scope of the work which may result in an increase to the compensation due Contractor 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.
 - b. If Contractor 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. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.
5. **Method of Payment.** Contractor shall submit to SWT, on a monthly basis, an itemized invoice for services performed under this Contract. Invoices submitted shall be paid in the same manner as other claims made to SWT.
- a. Invoices. Contractor 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, Contractor 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. Each invoice shall be accompanied by general lien waiver and further lien waivers from all

subcontractors on the project waiving liens for work for which payment was requested by Contractor and paid for by SWT on the preceding invoice.

- b. Claims. To receive any payment on this Contract, pursuant to Minn. Stat. 471.38, 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."
 - c. Final Payment. Contractor's request for final payment shall be accompanied by Contractor's affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which SWT or its property might in any way be responsible, have been paid or otherwise satisfied. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by SWT to Contractor when the Work has been completed, the Contract fully performed, and SWT accepts the Work in writing. The acceptance of final payment shall constitute a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of Application for Final Payment.
 - d. Income Tax Withholding. No final payment shall be made to Contractor until Contractor has provided satisfactory evidence to SWT that Contractor and each of its subcontracts has complied with the provisions of Minn. Stat. Section 290.92 relating to withholding of income taxes upon wages. A certificate by the Commissioner of Revenue shall satisfy this requirement.
6. **Standard of Care.** Contractor 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. Contractor shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Contractor's breach of this standard of care. Contractor shall put forth reasonable efforts to complete its duties in a timely manner. Contractor 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 Contract. Contractor shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
7. **Project Manager and Staffing.** Contractor 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. Contractor may not remove or replace the Project Manager without the approval of SWT.

8. **Condition and Inspection.** All goods and other materials furnished under this Contract shall be new and in current manufacture, unless otherwise specified, and all goods and work shall be of good quality, free from faults and defects and in conformance with this Contract. All goods and work not conforming to these requirements shall be considered defective. Goods shall be subject to inspection and testing by SWT. Defective goods or goods not in current manufacture may be returned to Contractor at Contractor's expense.
9. **Correction of Work.** Contractor shall promptly correct all Work rejected by SWT as defective or as failing to conform under this Contract whether observed before or after completion of the Work and whether or not fabricated, installed or completed. Contractor shall bear all costs of correcting such rejected Work.
10. **Warranty.** Contractor expressly warrants and guarantees to SWT that all Work performed and all materials furnished shall be in accord with the Contract and shall be free from defects in materials, workmanship, and operation which appear within a period of one year, or within such longer period as may be prescribed by law or in the terms of the Contract, from the date of SWT's written acceptance of the Work. SWT's rights under Contractor's warranty are not SWT's exclusive remedy. SWT shall have all other remedies available under this Contract, at law or in equity.

Should any defects develop in the materials, workmanship or operation of the system within the specified period, upon notice from SWT, Contractor agrees, within ten (10) calendar days after receiving written notice and without expense to SWT, to repair, replace and in general to perform all necessary corrective Work with regard to the defective or nonconforming Work or materials to the satisfaction of SWT. THE FOREGOING SHALL NOT IN ANY MANNER LIMIT SWT'S REMEDY OR CONTRACTOR'S LIABILITY TO THOSE DEFECTS APPEARING WITHIN THE WARRANTY PERIOD. Contractor agrees to perform the Work in a manner and at a time so as to minimize any damages sustained by SWT and so as to not interfere with or in any way disrupt the operation of SWT or the public.

The corrective Work referred to above shall include without limitation, (a) the cost of removing the defective or nonconforming Work and materials from the site, (b) the cost of correcting all Work of other Contractors destroyed or damaged by defective or nonconforming Work and materials including the cost of removal of such damaged Work and materials from the site, and (c) the cost of correcting all damages to Work of other Contractors caused by the removal of the defective or nonconforming Work or materials.

Contractor shall post bonds to secure the warranties.

11. **Private Property.** Contractor shall not enter upon private property for any purpose without having previously obtained permission from SWT. Contractor shall be responsible for

the preservation of, and shall use every precaution to prevent damage to all trees, shrubbery, plants, lawns, fences, culverts, bridges, pavements, driveways, sidewalks, etc.; all water, sewer and gas lines; all conduits; all overhead pole lines or appurtenances thereof; and all other public or private property along or adjacent to the work.

12. Removal of Construction Equipment, Tools and Supplies. At the termination of this Contract, before acceptance of the Work by SWT, Contractor shall remove all of Contractor's equipment, tools and supplies from the property of SWT. Should Contractor fail to remove such equipment, tools and supplies, SWT shall have the right to remove them and deduct the cost of removal from any amount owed to Contractor.

13. Suspension of Work by SWT. SWT may at any time suspend the Work, or any part thereof, by giving ten (10) days' notice to Contractor in writing. The work shall be resumed by Contractor within ten (10) days after the date fixed in the written notice from SWT to Contractor to resume. If SWT's suspension of all or part of the Work causes additional expenses not due to the fault or negligence of Contractor, SWT shall reimburse Contractor for the additional expense incurred due to suspension of the work. Claims for such compensation, with complete substantiating records, shall be filed with SWT within ten (10) days after the date of order to resume Work in order to receive consideration. This paragraph shall not be construed as entitling Contractor to compensation for delays due to inclement weather, failure to furnish additional surety or sureties specified herein, for suspension made at the request of Contractor, or for any other delay provided for in this Contract.

14. SWT's Right to Carry Out the Work. If Contractor defaults or neglects to carry out the Work in accordance with the Contract or fails to perform any provisions of the Contract, SWT may, after ten (10) days written notice to Contractor and without prejudice to any other remedy SWT may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payment then or thereafter due Contractor the cost of correcting such deficiencies. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to SWT.

15. SWT's Right to Terminate Contract and Complete the Work. SWT has the right to terminate this Contract for any of the following reasons:

- a. Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or becomes insolvent;
- b. Failure of Contractor to supply adequate properly skilled workmen or proper materials;

- c. Failure of Contractor to make prompt payment to subcontractor for material or labor;
- d. Any disregard of laws, ordinances or proper instructions of SWT;
- e. Assignment or work without permission of SWT;
- f. Abandonment of the work by Contractor;
- g. Failure to meet the work progress schedule set forth in this Contract;
- h. Unnecessary delay which, in the judgment of SWT, will result in the work not being completed in the prescribed time.

Termination of the Contract shall be preceded by ten (10) days written notice by SWT to Contractor and its surety stating the grounds for termination and the measures, if any, which must be taken to assure compliance with the Contract. The Contract shall be terminated at the expiration of such ten (10) day period unless SWT Commission shall withdraw its notice of termination.

Upon termination of the Contract by SWT, SWT may, without prejudice to any other remedy SWT may have, take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever methods SWT may deem expedient at Contractor's expense.

Upon Contract termination, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the Work, including compensation for additional managerial and administrative services, the excess shall be paid to Contractor. If such expense exceeds the unpaid balance, Contractor shall pay the difference to SWT.

In the event that Contractor abandons the Work, fails or refuses to complete the Work or fails to pay just claims for labor or material, SWT reserves the right to charge against Contractor all legal, engineering, or other costs resulting from such abandonment, failure or refusal. Legal costs will include SWT's cost of prosecuting or defending any suit in connection with such abandonment, failure or refusal, and non-payment of claims wherein SWT is made co-defendant, and Contractor agrees to pay all costs, including reasonable attorney's fees.

16. Contractor's Right to Terminate Contract. Contractor may terminate this Contract upon ten (10) days written notice to SWT for any of the following reasons:

- a. If an order of any court or other public authority caused the Work to be stopped or suspended for a period of 90 days through no act or fault of Contractor or its employees.
- b. If SWT should fail to pay any undisputed sum owed Contractor within forty-five (45) days after the sum becomes due.

17. **Performance and Payment Bonds.** Contractor shall post a Performance and Payment Bond each in an amount equal to one hundred percent (100%) of the payments due Contractor to insure the prompt and faithful performance of this Contract by Contractor and to insure prompt payment to the subcontractor and suppliers of Contractor. The Bonds shall be in a form approved by SWT. Contractor shall provide the Bond to SWT before commencing work and together with the executed contract document. If the Performance and/or Payment Bond are not submitted as provided herein, this Contract shall be considered void.

18. **Subcontractor.** Contractor shall bind every subcontractor and every subcontractor shall agree to be bound by the terms of this Contract as far as applicable to its work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by SWT. Contractor shall pay any subcontractor involved in the performance of this Contract within the ten (10) days of Contractor's receipt of payment by SWT for undisputed services provided by the subcontractor. If Contractor fails within that time to pay the subcontractor any undisputed amount for which Contractor has received payment by SWT, Contractor 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, Contractor shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

19. **Responsible Contractor.** Contractor warrants under oath that Contractor is in compliance with the minimum criteria required of a "responsible contractor" as that term is defined in Minnesota Statutes § 16C.285, subd. 3. Contractor has provided to SWT a list of all of its first-tier subcontractors and motor carriers that it intends to retain for work on the project. Contractor has obtained from all subcontractors and motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that the subcontractor or motor carrier meets all of the minimum criteria in § 16C.285, subd. 3. If Contractor retains additional subcontractors or motor carriers on the project after submitting its verification of compliance, Contractor shall obtain verification of compliance from each additional subcontractor and motor carrier with which it has a direct contractual relationship and shall submit to SWT a supplemental verification confirming the subcontractor's and motor carrier's compliance with subdivision 3,

clause (7), within 14 days of retaining the additional subcontractors or motor carriers. Contractor shall submit to SWT upon request copies of the signed verifications of compliance from all subcontractors and motor carriers of any tier pursuant to Minn. Stat. § 16C.285, subd. 3(7). A false statement under oath, by Contractor, subcontractor, or motor carrier, verifying compliance with any of the minimum criteria may result in termination of the Contract.

20. Independent Contractor. Contractor 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 Contract, who shall be employees, and under the direction, of Contractor 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 Contractor an employee of SWT.

21. Insurance.

- a. General Liability. Prior to starting the Work, Contractor shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Contractor 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, required by law, or the insurance coverage actually obtained by Contractor, whichever is greater.
- b. Contractor 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 \$2,000,000 Products – Completed Operations
Aggregate	\$100,000 fire legal liability each occurrence \$5,000 medical expense

Comprehensive Automobile

Umbrella or Excess Liability \$1,000,000

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- l. 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.
- m. Contractor shall maintain in effect all insurance coverages required under this Paragraph at Contractor'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.
- n. **A copy of Contractor's Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with SWT prior to the start of Contractor's Work.** Upon request a copy of Contractor'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 Contractor 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 Contractor of any deficiencies in such documents and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of, SWT's right to enforce the terms of Contractor's obligations hereunder. SWT reserves the right to examine any policy provided for under this paragraph.
- o. Effect of Contractor's Failure to Provide Insurance. If Contractor fails to provide the specified insurance, then Contractor 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 Contractor, its subcontractors, agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor 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 Contractor 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 Contractor's insurance company.

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

22. Indemnification. Contractor 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 Contract by Contractor, its agents, contractors and employees, or any negligent or intentional act or omission performed, taken or not performed or taken by Contractor, its agents, contractors and employees, relative to this Contract. SWT will indemnify and hold Contractor harmless from and against any loss for injuries or damages arising out of the negligent acts of SWT, its officers, agents or employees.

23. Ownership of Documents. All plans, diagrams, analyses, reports and information generated in connection with the performance of the Contract ("Information") shall become the property of SWT, but Contractor may retain copies of such documents as records of the services provided. SWT may use the Information for its purposes and Contractor also may use the Information for its purposes. Use of the Information for the purposes of the project contemplated by this Contract does not relieve any liability on the part of Contractor, but any use of the Information by SWT or Contractor beyond the scope of this Contract 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.

24. 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.

25. **Assignment.** Neither party shall assign this Contract, nor any interest arising herein, without the written consent of the other party.
26. **Compliance with Laws and Regulations.** In providing services hereunder, Contractor 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 Contract and entitle SWT to immediately terminate this Contract.
27. **Conflicts.** No salaried officer or employee of SWT and no member of the Commission of SWT shall have a financial interest, direct or indirect, in this Contract. The violation of this provision renders the Contract void.
28. **Counterparts.** This Contract may be executed in multiple counterparts, each of which shall be considered an original.
29. **Damages.** In the event of a breach of this Contract by SWT, Contractor shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.
30. **Employees.** Contractor agrees not to hire any employee or former employee of SWT and SWT agrees not to hire any employee or former employee of Contractor prior to termination of this Contract and for one (1) year thereafter, without prior written consent of the former employer in each case.
31. **Enforcement.** Contractor 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 Contract or thereafter of any of the rights or remedies of SWT under this Contract.
32. **Entire Contract, Construction, Application and Interpretation.** This Contract 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.
33. **Governing Law.** This Contract shall be controlled by the laws of the State of Minnesota.

34. **Non-Discrimination.** During the performance of this Contract, Contractor 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. Contractor 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. Contractor 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. Contractor 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.

35. **Notice.** Any notice required or permitted to be given by a party upon the other is given in accordance with this Contract 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.

36. **Rights and Remedies.** The duties and obligations imposed by this Contract 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.

37. **Services Not Provided For.** No claim for services furnished by Contractor not specifically provided for herein shall be honored by SWT.

38. **Severability.** The provisions of this Contract 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 Contract.

39. **Statutory Provisions.**

- a. Audit Disclosure. The books, records, documents and accounting procedures and practices of Contractor or other parties relevant to this Contract 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 Contract.

- b. Data Practices. Any reports, information, or data in any form given to, or prepared or assembled by Contractor under this Contract which SWT requests to be kept confidential, shall not be made available to any individual or organization without SWT's prior written approval. This Contract 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 Contractor in performing any of the functions of SWT during performance of this Contract is subject to the requirements of the Data Practices Act and Contractor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Contractor in relation to this Contract shall contain similar Data Practices Act compliance language.

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

Executed as of the day and year first written above.

SOUTHWEST TRANSIT

By: _____
Erik Hansen, Its Chief Executive Officer

CONTRACTOR

By: _____

Its: _____

ATTACHMENT D: PERFORMANCE AND PAYMENT BOND FORMS

[Remainder of the page is blank. Performance Bond and Payment Bond forms follow on the subsequent pages.]

PERFORMANCE BOND

BOND NO. _____ **PENAL SUM** _____

KNOW ALL MEN BY THESE PRESENTS that we, _____, ("Principal"), and _____, a corporation organized under the laws of the State of _____ and duly authorized to transact business in the State of Minnesota, ("Surety"), are held and firmly bound unto SOUTHWEST TRANSIT, a public joint powers entity, ("Obligee"), in the penal sum of _____ DOLLARS (\$_____), for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal and the Obligee have entered into an Agreement regarding the SOUTHWEST TRANSIT Bus Wash, dated the ____ day of _____, 2026, ("Agreement") which Agreement is by reference made a part hereof, as if fully set forth.

NOW, THEREFORE, the condition of this obligation is such that if the Principal, his heirs, executors, successors, and assigns shall in all things well and truly perform and observe all of the covenants, agreements, and conditions on their part to be performed and observed which are contained in the Agreement then this obligation shall be void; otherwise, it shall remain in force.

SIGNED, sealed, and dated this ____ day of _____, 2026.

By _____
Principal

By _____
Surety/Attorney-in-fact

PAYMENT BOND

BOND NO. _____ **PENAL SUM** _____

KNOW ALL MEN BY THESE PRESENTS that we, _____, (“Principal”), and _____, a corporation organized under the laws of the State of _____ and duly authorized to transact business in the State of Minnesota, (“Surety”), are held and firmly bound unto SOUTHWEST TRANSIT, a public joint powers entity, (“Obligee”), in the penal sum of _____ DOLLARS (\$_____), for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal and the Obligee have entered into an Agreement regarding the SOUTHWEST TRANSIT Bus Wash, dated the ____ day of _____, 2026, (“Agreement”) which Agreement is by reference made a part hereof, as if fully set forth.

NOW, THEREFORE, the condition of this obligation is such that if the Principal, its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons furnishing labor and/or materials, as defined in Minnesota Statute Section 574.26, pursuant to the Agreement, then Surety will pay for the same, in or to an amount not exceeding the penal sum of this bond, set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney’s fees as shall be fixed by the court.

This bond shall inure to the benefit of any persons furnishing labor and/or materials, as defined in Minnesota Statute Section 574.26, pursuant to the Agreement, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason on any breach of the Agreement, but the sole conditions of recovery shall be that claimant is a person furnishing labor and/or materials, as defined in Minnesota Statute

Section 574.26, pursuant to the Agreement, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

SIGNED, sealed, and dated this ____ day of _____, 2026.

By _____
Principal

By _____
Surety/Attorney-in-fact

ATTACHMENT E: DISPUTE AND PROTEST PROCEDURES

SWT desires to have the opportunity to know about and resolve controversies and disputes concerning its procurements, prior to commencement of actions in court. Therefore, it establishes the administrative remedies and procedures set forth herein.

Any actual or prospective bidder, proposer, or contractor who is aggrieved in connection with the solicitation or award of a SWT contract may protest in accordance with these Dispute and Protest Procedures. SWT will endeavor to fairly resolve protests that conform to the requirements of these procedures.

Protests will be decided by the Chief Operating Officer. A protester may request review of the Chief Operating Officer's decision by the Chief Executive Officer ("CEO").

If the procurement is funded in whole or in part by the Federal Transit Administration ("FTA"), interested persons are hereby notified that a protester must exhaust all administrative remedies with SWT before pursuing a protest with FTA. Reviews of protests by FTA will be limited to:

1. SWT's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
2. violations of Federal law or regulation; or
3. violations of State or Local Law or Regulation.

An appeal to FTA must be received by the appropriate FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by SWT or other basis of appeal to FTA.

1. Purpose

The Dispute and Protest Procedures provide a process for a full and fair consideration of controversies or disputes concerning procurement, without allowing protesters to exploit protest procedures to obtain a competitive advantage or obstruct procurement. The requirements herein are intended to serve important public purposes. Protesters are cautioned that noncompliance will result in waiver of protest rights. Protesters should review the Dispute and Protest Procedures carefully before filing a protest.

2. Definitions

The words defined in this section shall have the meaning set forth below when they appear hereafter:

- a) *Procurement* means buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. The term includes all functions that pertain to the obtaining of any supplies, services, or construction, including descriptions of requirements, selection, solicitation of sources, and preparation and award of contracts.
- b) A *protest* is a written objection by an interested person to a SWT procurement. SWT will not consider or respond to oral protests.
- c) *Solicitation* means the process under which SWT invites interested persons to bid or make Bids in connection with its procurement.
- d) A *solicitation phase protest* is a protest based on alleged improprieties in a solicitation, including, but not limited to, exclusion of bidders or proposers and objections to pre-evaluation processes.
- e) An *award phase protest* means all protests other than solicitation phase protests.
- f) An *interested person* is an actual or prospective bidder or proposer, or contractor who alleges that it has been aggrieved in connection with the solicitation or award of a SWT contract.
- g) A *working day* is an office business day for SWT staff.

3. Specific Procedures

SWT requires strict compliance with the following procedures. Failure to comply with these procedures will result in a waiver of protest rights.

An interested person desiring to protest must file a written protest, by certified mail, with the SWT contact person designated in the solicitation issued by SWT, with a copy to the COO. If the contact person cannot be identified in the solicitation or is otherwise unavailable, the protest should be filed with the COO, 14405 West 62nd Street, Eden Prairie, MN 55346.

The written protest must include the following information:

- a) The protester's name, the protester's company name, address, telephone and fax numbers, and, if available, email address.
- b) The project name and number (if any) and the contract name and number (if any) or other solicitation identifier.
- c) Information establishing that the protester is an interested party for the purpose of filing a protest and that the protest is timely.

- d) A detailed statement of the legal and factual grounds for the protest, including a description of the alleged injury or prejudice to the protester.
- e) Identification of evidence known to support allegations in the protest, including, but not limited to, names of the persons involved; a description of relevant occurrences; the documents upon which the protester relies; and the particular aspects or language, if any, in the solicitation documents which are alleged to be defective or illegal. To the greatest extent reasonably practicable, copies of relevant documents should be furnished with the protest.
- f) A statement identifying the requested relief or remedy.

4. Deadlines

The following deadlines apply to protests:

- a) All protests *must* be filed within seven (7) working days after the basis of the protest is known or should have been known, whichever is earlier.
- b) A solicitation phase protest *must* be filed before the bid opening or the closing date for the receipt of Bids. If a solicitation phase protest is not filed before the bid opening or the closing date for the receipt of Bids, a protester's right to bring a protest is waived.
- c) A request for review by the CEO of the COO's decision *must* be filed within three (3) working days after the protester's receipt of the COO's decision.
- d) Failure to file a protest or request for review by the CEO within the time periods indicated *shall* result in a waiver of the protest.

5. Designated Contact Person

Once a written protest is filed with the designated contact person, the protest will be given to the COO for review and consideration.

In the case of a timely solicitation phase protest, the designated contact person initially will determine if the scheduled bid opening or Bid due date should be extended pending resolution of the protest and, if so, will issue a notification to all bidders or proposers. The designated contact person will notify funding authorities (such as the FTA) upon protest filing and as required by rule or regulation. Notification to FTA will include a brief description of the protest, the basis of disagreement, the status of the protest, and whether an appeal has been taken or is likely to be taken.

6. Consideration by the Director of Operations

The COO will review and consider a timely filed protest and supporting documents and will render a written decision that addresses the issues raised in the protest. The COO shall not hold any hearing and will take action on the basis of such review and investigation as he or she deems appropriate in his or her discretion. The COO will render a final decision no more than ten (10) working days after the filing of the protest.

7. CEO Review

Within three (3) working days after receiving the COO written decision, a protester may request that the CEO review the COO' decision. A request for CEO review must be made in writing to the COO, by certified mail, and shall include a clear reference to the decision to be reviewed and shall state the legal and factual reasons for disagreement with the COO' decision.

The CEO shall not be required to hold any hearing and may take action on the basis of such review and investigation as they deem appropriate at their discretion. The CEO may, as he or she sees fit, accept further written submissions, take testimony, and/or make a transcript of hearings or proceedings. The CEO will issue a written decision no later than fourteen (14) working days after receipt of the request for review.

8. Effect on Procurement

The COO or CEO, as a matter of their sole discretion, may suspend or proceed with the procurement process, pending the outcome of a protest.

9. Records Retention

All protest-related documents must be retained by SWT for six (6) years.

10. Deviations

In the exercise of his or her discretion, and for good cause adequately demonstrated, the CEO may waive stated deadlines and/or insubstantial deviations from the requirements herein.

ATTACHMENT F : NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Bidder Company Name: _____

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

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

1. That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation (if the bidder 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 bid has been arrived at by the bidder 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 Invitation for Bids, designed to limit independent bidding or competition;
3. That the contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid; 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 bidder] ("Bidder"). I hereby verify that Bidder 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 Bids in section 22 entitled "Responsible Contractor Verification."

I further agree that Bidder has received a signed statement under oath from each subcontractor and motor carrier that Bidder 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 Bidder will furnish such statements to the contracting authority upon request. Bidder 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 Bidder is awarded the contract for the project, I further agree that Bidder will submit the attached document entitled "Additional Subcontractor List" as required.

Signed this _____ day of _____, 20____

By: _____ [printed name]

_____ [title] of _____ [name of bidder]

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

Notary Public

ADDITIONAL SUBCONTRACTORS AND MOTOR CARRIERS LIST

PROJECT TITLE: _____

Pursuant to Minn. Stat. § 16C.285, subd. 5, the prime contractor must submit this form within 14 days of retaining any additional subcontractor or motor carrier on the project. This form must be submitted to the Project Manager or other individual as identified in the solicitation document.

Additional Subcontractors and Motor Carriers

_____	_____
_____	_____
_____	_____
_____	_____

By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that all additional subcontractors and motor carriers listed on this Additional Subcontractors and Motor Carriers List have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.

Signed this _____ day of _____, 20____

By: _____ [printed name]

_____ [title] of _____ [name of company]

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

Notary Public

ATTACHMENT H: SPECIFICATIONS

1. General Requirements

- Remove and dispose of the existing bus wash system and related components.
- Furnish and install a fully automatic, touchless and friction combination heavy-duty vehicle wash capable of washing:
 - Motor Coaches
 - 45' Electric CRT LE buses
 - Paratransit buses
 - Vans
- The wash system must clean the front, roof, rear, and both sides in a drive-through mode.
- Front wash: touchless, sides: friction, roof: touchless or friction.

2. Operational & Performance Specifications

- Automatic operation without attendants (except for routine inspection).
- Wash speed: minimum 0.5 ft/sec, continuous drive-through without stopping.
- Adapt automatically to different vehicle sizes without manual adjustments.
- No high-pressure underbody spray on electric bus batteries.
- Capacity: 30 vehicles/hour, 100 vehicles/day.
- Must remove heavy dirt and road film to match/exceed touchless retail car wash standards.
- No acids containing fluorides (HF or ABF).
- Supplier responsible for performance and modifications if standards aren't met.

3. Technical Specifications

- Chemical Arch: Stainless steel or aluminum, equipped with nozzles for even detergent application.
- Activation: Photo eyes; entrance light (IP67 or higher) and rear alert system.
- Brush System: 4-brush counter-rotating system (or equivalent), stainless steel/aluminum structure, soft foam brushes (Poly-lite, Neo-Tex, Car-Lite).
- High-Pressure Spray Unit: Aluminum frame, positioned for front and rear wash.
- Final Rinse Arch: Aluminum frame, galvanized pipes, brass nozzles, pressurized by 2" RO water line.

- Undercarriage & Wheel Wash: Stainless steel components, 15 HP pump for wheel wash.
- Reclaim System: 85% water recovery, 300 GPM capacity, includes recovery pit, sump pump, cyclonic filters, reclaim tanks, sludge cart, control panel with NEMA-rated components.
- Splash Wall: Aluminum frame with fiberglass panels.
- Guide Rail System: Rotating tubular steel rails, full wash lane length, smooth sections to prevent tire damage.

4. Training

- Manufacturer must provide an approved training program for operation and maintenance.

The Winning bidder must have the project completed and usable by customers and staff by or before **07/15/2026**

Attachment I: SCOPE OF WORK

Part I General

1.0

To remove and dispose of existing bus wash, bus wash electrical, piping and all elements of existing bus wash, and RO water system that will not be used with the new bus wash. To furnish and install a completely automatic, touchless and friction combination of heavy-duty vehicle wash and splash wall. The wash system must clean all types of transit vehicles used by fleet owners for front, roof, rear, and both sides in drive-thru mode. This includes the following transit vehicle types:

1. Motor Coach
2. 45' Electric CRT LE
3. Paratransit Buses
4. Vans

1.1

Fronts of the vehicles shall be washed without any friction and sides with friction wash. The rear of the bus can be washed with or without friction. Washing the roofs of the vehicle shall be either touchless or friction.

1.2

The supplier is to be responsible for the supply of necessary equipment, materials and service for the complete assembly and erection of the equipment so that it is ready for operation as per these specifications.

Part II Bus Wash System Operation and Performance

2.0

Operation mode- Transit Bus Wash

The bus enters the wash and receives full soap on the front, sides, and rear. When bus enters the high-pressure station, the front high pressure washes only the front of the bus,

at the front bus corner the high pressure is diverted to the roof washing station only and as the bus departs the high-pressure station, the high pressure is diverted to wash the rear of the bus. The brushes are activated only to wash the sides and rear of the buses. It is noted herein that the high-pressure valves must be selected by the bidder to meet the specified opening/closing speed (**no substitution**). After the bus leaves the high pressure/brush station, it receives the final rinse.

2.1

The operation of the wash system shall be completely automatic and shall not require the service of an attendant other than for routine inspection and maintenance. The wash system shall thoroughly wash the front, sides and rear of the vehicles driven through the systems at a minimum rate of one-half foot per second without stopping. All wash operations shall be automatically actuated by the vehicle, which shall be driven continuously, without stopping at a uniform speed through each washing stage. No manual equipment adjustment shall be required, and the equipment shall adapt automatically without electrical or pneumatic controls to variations in widths and heights of all intended vehicles.

2.2

System must be designed in a way, so there is no high-pressure underbody spray on electric bus batteries.

2.3

The supplier is responsible for designing the equipment to satisfactorily wash up to 30 vehicles per hour, and 100 vehicles per day. **The vehicle wash shall be able to remove most of the visible heavy dirt accumulation and the road film from the owner's vehicles when they are driven through the wash.** The cleaning performance shall match and/or exceed those standards that are prevailing in the touchless retail car wash industry. No acids containing fluorides (HF or ABF) shall be allowed. The evaluation of the system's capability to remove road film shall be determined only after the vehicles have dried after the washing has been completed.

2.4

The supplier is solely responsible for the equipment's performance. Should the equipment not perform, as per these specification requirements, the supplier shall modify, add, and/or alter the equipment supplied at his/her own expense until the performance is

satisfactory. The Owner shall approve all such changes. Should the performance criteria not be met after the changes, the supplier shall repair/adjust to meet the performance.

2.5

The vehicle wash system is to be capable of washing all vehicles up to 14' in height including the following:

1. Vans, Para-Transit buses
2. Motor Coach buses

Part III Bus Wash System Technical Specifications

3.0

Chemical Arch Components

The timing of operation and position of the arch shall be determined by manufacturer to provide optimum detergent penetration before high-pressure/brush wash cycle.

3.1

Chemical Arch(s) must be made of **stainless steel or aluminum** pipe compatible with used detergents and equipped with adequate number of nozzles to evenly apply detergent, water solution to front, rear, sides and roof of vehicle proceeding through the arch. The design of the detergent arch shall allow immediate activation of the nozzles upon arch activation by the vehicle. All arch piping and structures must be stainless steel or aluminum – **no substitution allowed**. Piping from the equipment room to the soap arch can be made of PVC or stainless steel.

3.2

Activation: All system functions are activated by photo eyes.

3.3

The system must have an entrance light and rear alert system design. The entrance light must be (IP67 or higher) designed to be watertight and chemical resistant. The vehicle washer must include construction and design features that preclude damage to the

washer due to accidental or negligent speeding of vehicles through the washer and full wash process up to 5mph.

3.4

The 4-Brush Side Brush System (or equivalent)

The system should be equipped with a counter rotating 4-brus wash system (or equivalent). The system structure should be stainless steel or aluminum. The brushes must be of soft foam type also known by trade names Poly-lite, Neo-Tex, Car-Lite material. Conventional polyethylene, polypropylene, nylon or cloth brushes are not acceptable. The roof mop shall be supported by the same structure as brushes. The roof mop shall be designed not to interfere with any mirrors or other protrusions of the buses.

3.5

High Pressure Spray Unit

The supporting structure for the high-pressure spray unit shall be part of the main wash frame or stand alone. It shall consist of a frame constructed of structural aluminum tubing. The spray pipes shall have high-pressure nozzles positioned to wash the front and rear of the vehicles.

3.6

Final Rinse Spray Arch

The supporting structure for the water spray rinse unit shall be a free-standing arch. It shall consist of a frame constructed of structural aluminum tubing; the spray pipes shall be mounted on the supporting structure. Each spray pipe shall be constructed of Schedule 40, galvanized pipe, to which the brass spray nozzles will be affixed. The volume of water passing through the final spray rinse unit shall be adequate to thoroughly rinse all vehicles when they pass through the arches at the prescribed rate of seed. The brass spray nozzles shale be assured complete front and rear rinse coverage for all vehicles. Check valves that shall provide instant start of the spray by keeping the arch full preceding the spray nozzles. The rinse unit shall be pressurized by min 2-inch RO (reverse osmosis) water line.

3.7

Under Carriage Wash (2) one chemical and one rinse and Wheel Wash

The undercarriage wash (2-required) shall be stainless steel pipe with stainless steel nozzles, mounting brackets and manual shut-off valve. The undercarriage wash unit shall

have a removable cover plate mounted with flush with the slab. The entire undercarriage unit shall be mounted below the floor surface in the area under the final rinse spray unit. The undercarriage shall be RO water.

3.8

Oscillating Wheel Washer

The wheel washer stand shall be constructed of aluminum tubing for static wheel washing. A minimum fifteen (15) HP vertical pump shall be installed to provide the required flow and pressure to the wheel and undercarriage assemblies; low pressure shut off valve included to achieve the desired rotation and spray diameter. These arms shall be fixed in place by an internal fastening system. Rotational speed shall be totally adjustable.

3.9

Reclaim System

The water reclamation system shall be designed to reclaim 85% of the wash water by cleaning through, sedimentation, polishing, and acceleration of particles. The system shall remove all floating material and all particles that are heavier than water and above 40 microns in size. The system shall have a minimum recovery of 300 gallons per minute to provide a continuous water supply to the bus washer and wheel washer pumps for all washers. Make-up water to the reclamation system shall normally be provided indirectly via the runoff from the rinse operation, which is to be supplied from the city's water supply. As a backup, city water may be introduced into the system directly into the reclaim tank to bypass the reclamation system.

The major components of the Reclamation System Equipment shall include the following equipment as shown on the Contract drawings:

- 3.9.1 Recovery pit, sump pit, barrel screen filter, foot valve, self-priming sump pump, cyclonic filters, sludge cart, reclaim tanks, wash pumps, solenoid valves, check valves and ball valves, piping, fittings and control equipment as specified herein.

- 3.9.2 Pits: Water shall flow by gravity from the vehicle wash to Recovery Pit and sump pit where sludge separation will occur. The self-priming pump will transfer water from the recovery pit to the cyclonic filter separators. Filtered water is directed to the reclaim storage tank; rejecting water/solids will be drained to a sludge

cart for disposal. Each system will include a continuous flow recirculation feature, which will keep water constantly circulating from the reclaim tanks to the Recovery Pit and thereby ensure continuous tank sediment drainage. Pits shall be designed for periodic pumping to remove sludge and debris.

- 3.9.3 Filter screens: A stainless-steel mesh basket screen/filter positioned at the drain inlet of the Recovery Pit sump to capture large floating particles and other objects larger than 650 microns. This filter shall be fed from the bus washer drain system and from the continuous recirculation line from the reclaim tanks. A filtration cage constructed of a galvanized steel mesh shall protect the suction line from the sump pump. The screens and pump cages shall be supplied with a handle and a guide system to allow easy removal from the sumps for cleaning. They shall be positioned in the sump such that visual inspection is all that is required to determine when cleaning is necessary.
- 3.9.4 The cyclonic filtration unit shall consist of a minimum of two (2) hydro cyclone filters mounted on an aluminum structure to support the filter units and piping. The reject water from the filter units shall drain to 1.0 cu. Yd. sludge portable cart.
- 3.9.5 The sump pump shall be a 15HP horizontal, self-priming pump. It shall be capable of providing 300GPM at 50PSI. The pump shall be constructed of cast iron. The pump motor shall be 15HP, 460V AC, totally enclosed fan cooled, 3 phase and 60Hz.
- 3.9.6 Reclaim tanks: (1) 2000-gallon conical bottom above ground reclaim.
- 3.9.7 The 10HP wash pump will supply filtered pressured water to the bus washer at a minimum pressure of 60PSI. The pump shall be a two-stage centrifugal design with cast iron epoxy coated volute case. The 10HP wash pump motor shall be totally enclosed, fan cooled, 460V AC, 3 phase, 60 cycle.
- 3.9.8 Control Panel: Motor control and monitoring equipment shall be housed in adequately sized, non-metallic, corrosion resistant, housing with a hinged door for access. The control panel shall contain proper NEMA sized starter for the motor, proper thermal protection across all three legs and a disconnect through the door. It will also contain a 24v monitoring and activation system consisting of a 24v transformer, NEMA IV oil tight indicator lights for "system on" green, and a low pressure "red." The activator system must start the pump motor from any supplied incoming 24v signal. This signal must also light the requested "on" green light. Once the pump is on, the "pump on" green light must be lit. If the

pressure drops below 40PSI, the “low pressure” red light must light and shut off the pump to prevent damage to the pump.

4.0

Splash Wall

Splash walls with structural aluminum frame and corrugated fiberglass panel must protect all wash equipment.

4.1 Guide Rail System

One (1) set of four (4) inch diameter rotating tubular steel wheel guide rails (complete with anchor bolts, installation brackets and angled inlet sections) shall be furnished and installed for the full length of the wash lane. The guide rail must have each section rolling to keep the bus in wash lane. Stationaries are not acceptable, and guide rail must be length of wash lane.

All Sections of guide rails shall be smooth to prevent damage to tires. The ends of guide rails shall be capped. The height to the top of the rotating guide rails shall not exceed seven (7) inches high. Guides shall be installed to accommodate the vehicle width as specified by the engineer.

Guide rails shall be constructed in five (5) foot (maximum) sections with a support bracket at the end of each section. The bracket-bearing surface shall be a cylindrical tube. The cylinder shall protrude not less than 1-1/2” into the rotating wheel guide, and the bracket-bearing surface shall be provided to allow free turning even with dirt accumulation.

The tubular section shall rotate freely in the brackets to reduce the chance of wheel climbing rails.

Part IV Training

5.0

The manufacturer shall submit a training schedule to the purchaser for approval and upon approval of the schedule shall conduct a training program. The training program shall be conducted on the actual equipment supplied under this specification. The program shall be geared to adequately train the purchaser’s personnel who will be using and maintaining

the equipment so that when the program is complete, they will be able to correctly operate and maintain it.

Requirements

6.0

References

Bidders should complete and submit “Reference Form” with their response. Bidders should submit [Insert number of references requested] completed reference forms with each reference company name and contact information with their response. Once Bidder’s response is received, the RFB Administrator will send the same form to Bidder’s reference(s) for each reference to fill out and return to the RFB Administrator.

6.1

Qualifications and Experience

The Bidder shall provide a summary of their background and relevant experience, including examples of similar projects and at least one (1) work sample.

Bidders must also include reference contact information for successfully completed comparable projects, including project name, client/agency, contact person, phone, email, brief project description, and completion date.