



SouthWest Transit

SouthWest Transit

Request for Proposal

Title: On-Call Engineer Services

Proposal Number: 26-0004

Due Date: 08/10/2026

Time: 02:00 PM

Issue Date: 07/15/2026

Pre-Proposal Meeting: 07/22/2026

Proposal Questions Due: 07/30/2026

Questions Answered: 08/04/2026

Proposal Due: 08/10/2026

Award Date: 08/24/2026

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

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INSTRUCTIONS FOR PREPARATION OF PROPOSAL

1. REQUEST FOR PROPOSAL

SouthWest Transit (“SWT”) is requesting proposals from qualified firms to provide on-call engineering, consulting, design, and construction support services on an as-needed basis for facilities, infrastructure, and capital improvement projects in accordance with Attachment B: Scope of Work. RFP 26-0004 On-Call Engineer Services must be completed and submitted by 08/10/2026.

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 the 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 submitted on the Proposal Submission Form attached hereto as Attachment A: Proposal Submission Form.

Questions regarding the Proposal documents will be answered at the pre-proposal meeting, which will be held on 07/22/2026 at 02:00 PM at this [link](#).

Questions that arise after the pre-proposal meeting must be submitted in writing by 02:00 PM. on 07/30/2026, to:

On-Call Engineering Services
SouthWest Transit
14405 West 62nd Street
Eden Prairie, MN 55346
Email : Procurement@swtransit.org

All questions will be answered in a written addendum no later than 08/04/2026.

To be considered, the valid proposal must be **received** by 02:00 PM. on 08/10/2026.

Proposals may be email. Oral, facsimile, telephone, or telegraphic proposal are invalid and will not receive consideration. SouthWest Transit reserves the right to reject any or all proposal submitted.

Proposal submitted by email with a subject line titled “26-0004 ***On-Call Engineering Services***”

The email must be addressed to: SouthWest Transit, Procurement@swtransit.org.

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:	07/15/2026
Deadline for questions or request for clarifications:	07/30/2026
Response to Questions Released:	08/04/2026
Proposal Due Date:	08/10/2026
Notice of Award:	08/24/2026

*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 proposals from qualified firm to provide on-call engineering, consulting, design, and construction support services on an as-needed basis for facilities, infrastructure, and capital improvement projects.

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 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. RFP ADMINISTRATOR; PROPOSAL QUESTIONS; ADDENDA

The RFP administrator for the Request for Proposals is:

26-0004 RFP for On Call Engineering Services
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**

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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. SWT shall not be bound by any oral comments or representations.

6. PROPOSAL REQUIREMENTS

Please submit the following:

1. Technical Proposal

Include:

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

2. Cost Proposal (per hour breakdown)

3. Required Forms

- Attachment A (Submission Form)
- Attachment E (Non-Collusion)
- Attachment D (Responsible Contractor)

4. Submission Instructions

- Email to procurement@swtransit.org by August 10, 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; BONDS

The form of contract for the project is attached as Attachment F. 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, 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.

10. EVALUATION CRITERIA

Proposals will be evaluated by an SWT selection committee based on the following criteria:

1. **Qualifications and Experience (30 Points)**
Demonstrated experience providing similar on-call engineering services for public-sector or transit-related projects, including the expertise and credentials of the proposed team.
2. **Project Approach and Responsiveness (20 Points)**
Quality, clarity, and feasibility of the proposer's approach to delivering on-call services, including ability to manage multiple assignments and respond in a timely manner.
3. **Past Performance and References (20 Points)**
Proven record of successful project delivery, client satisfaction, and performance on comparable projects, as supported by references.
4. **Cost Proposal (30 Points)**
Overall competitiveness, transparency, and reasonableness of the proposed pricing structure, including hourly rates and total cost considerations.

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

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ATTACHMENT: B – SCOPE OF WORK

The selected consultant(s) shall provide engineering services on an as-needed basis. Services may include, but are not limited to, the following:

- Engineering evaluations, feasibility studies, and technical assessments
- Civil, structural, mechanical, electrical, and transportation engineering services
- Review of plans, specifications, drawings, and cost estimates
- Design development and preparation of construction documents
- Permitting and coordination with applicable regulatory agencies
- Construction administration and field observation services
- Review of contractor submittals, requests for information (RFIs), and change orders
- ADA accessibility assessments and compliance recommendations
- Utility infrastructure assessments and coordination with utility providers
- Building systems evaluations, including HVAC, electrical, plumbing, and fire protection systems
- Preparation of technical reports, memoranda, and presentations for staff, management, and governing boards

Minimum Qualifications

Proposing firms shall demonstrate the following qualifications:

- Current licensure to provide professional engineering services in the State of Minnesota
- Demonstrated experience providing engineering services for public-sector clients, including municipalities, transit agencies, or similar organizations
- Expertise in one or more of the following disciplines: civil, structural, mechanical, electrical, and/or transportation engineering
- Experience with infrastructure improvements, capital improvement programs, and construction administration
- Working knowledge of applicable federal, state, and local regulations, codes, and permitting requirements
- Proven ability to manage multiple concurrent assignments and provide timely, responsive service on an as-needed basis
- Availability of qualified personnel, including licensed Professional Engineers (PE) and/or Structural Engineers (SE) in Minnesota
- Experience preparing engineering studies, plans, specifications, cost estimates, and technical reports
- Demonstrated ability to coordinate effectively with stakeholders, contractors, utility providers, and regulatory agencies
- A strong record of successfully completing projects of similar size, scope, and complexity

Deliverables

- Deliverables will vary by assignment but may include:
- Engineering reports and technical studies
- Calculations and supporting documentation
- Drawings, plans, and specifications
- Cost estimates and project schedules
- Permit applications and supporting materials
- Meeting attendance, documentation, and presentations
- Construction-phase services and related documentation
- Other engineering-related deliverables as required to support project objectives

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ATTACHMENT C: 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	
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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)	

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If No, Explanation	
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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 D: 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

ATTACHMENT E: 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 F: (SAMPLE) CONTRACT FOR GOODS AND SERVICES

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
_____, ("Vendor") whose business address is
_____.

Preliminary Statement

SWT has adopted a policy regarding the selection and hiring of vendors to provide a variety of goods and/or services for SWT. That policy requires that persons, firms or corporations providing such goods and/or services enter into written agreements with SWT. The purpose of this Contract is to set forth the terms and conditions for the provision of goods and/or services by Vendor for _____ ("Work").

SWT and Vendor agree as follows:

1. **Scope of Work.** Vendor 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, 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 of Contract.** All Work under this Contract shall be provided, performed and/or completed by _____.
3. **Compensation for Services.** SWT agrees to pay Vendor [a fixed sum of \$ _____] OR [an hourly sum of \$ _____, with total payments not to exceed _____] as full and complete payment for the goods, labor, materials and/or services rendered pursuant to this Contract and as described in Exhibit A.
4. **Method of Payment.** Vendor shall prepare and submit to SWT, on a monthly basis, itemized invoices setting forth work performed under this Contract. Invoices submitted shall be paid in the same manner as other claims made to SWT.
5. **Staffing.** Vendor has designated _____ to perform the Work. They shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Vendor may not remove or replace the designated staff without the approval of SWT.

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[STAFFING PROVISION REQUIRED ONLY FOR SERVICES]

6. **Standard of Care.** Vendor 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.

7. **Insurance.**

- a. General Liability. Prior to starting the Work, Vendor shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Vendor 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 Section, or required by law.
- b. Vendor 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

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.

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- d. Vendor shall maintain “stop gap” coverage if Vendor obtains Workers’ Compensation coverage from any state fund if Employer’s liability coverage is not available.
- e. All policies, except the Worker’s Compensation Policy and Automobile Policy, shall name the “SouthWest Transit Commission” as an additional insured including products and completed operations.
- f. All policies shall apply on a “per project” basis.
- g. All General Liability policies, Automobile Liability policies and Umbrella policies shall contain a waiver of subrogation in favor of SWT.
- h. All policies, except for the Worker’s Compensation Policy, shall be primary and non-contributory.
- i. All policies, except the Worker’s Compensation Policy, shall insure the defense and indemnity obligations assumed by Vendor under this Agreement.
- j. Vendor 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.
- k. It shall be Vendor’s responsibility to pay any retention or deductible for the coverages required herein.
- 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. Vendor shall maintain in effect all insurance coverages required under this Section at Vendor’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 Vendor’s Certificate of Insurance which evidences the compliance with this Section must be filed with SWT prior to the start of Vendor’s Work. Upon request, a copy of the Vendor’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 Vendor 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,

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declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Vendor of any deficiencies in such documents and receipt thereof shall not relieve Vendor from, nor be deemed a waiver of, SWT's right to enforce the terms of Vendor's obligations hereunder. SWT reserves the right to examine any policy provided for under this Section.

- o. **Effect of Vendor's Failure to Provide Insurance.** If Vendor fails to provide the specified insurance, then Vendor 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 Vendor, its subcontractors, agents, employees or delegates. Vendor agrees that this indemnity shall be construed and applied in favor of indemnification. Vendor 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.
 - p. If a claim arises within the scope of the stated indemnity, SWT may require Vendor 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 Vendor's insurance company.
 - q. Vendor will take the action required by SWT within fifteen (15) days of receiving notice from SWT.
8. **Indemnification.** Vendor 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 Vendor, its agents, contractors and employees, or any negligent or intentional act or omission performed, taken or not performed or taken by Vendor, its agents, contractors and employees, relative to this Contract. SWT will indemnify and hold Vendor harmless from and against any loss for injuries or damages arising out of the negligent acts of SWT, its officers, agents or employees.
9. **Warranty.** Vendor 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 the Contractor's warranty are not SWT's exclusive remedy. SWT shall have all other remedies available under this Contract, at law or in equity.

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10. **Termination.** This Contract may be terminated by either party by seven (7) days' written notice delivered to the other party at the addresses written above. Upon termination under this provision if there is no fault of Vendor, Vendor shall be paid for services rendered until the effective date of termination.
11. **Independent Contractor.** At all times and for all purposes herein, Vendor is an independent contractor and not an employee of SWT. No statement herein shall be construed so as to find Vendor an employee of SWT.
12. **Subcontract or Assignment.** Vendor shall not subcontract any part of the services to be provided under this Contract; nor may Vendor assign this Contract, or any interest arising herein, without the prior written consent of SWT.
13. **Services Not Provided For.** No claim for services furnished by Vendor not specifically provided for in Exhibit A shall be honored by SWT.
14. **Assignment.** Neither party shall assign this Contract, nor any interest arising herein, without the written consent of the other party.
15. **Compliance with Laws and Regulations.** In providing services hereunder, Vendor 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.
16. **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.
17. **Counterparts.** This Contract may be executed in multiple counterparts, each of which shall be considered an original.
18. **Damages.** In the event of a breach of this Contract by SWT, Vendor shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.
19. **Employees.** Vendor agrees not to hire any employee or former employee of SWT and SWT agrees not to hire any employee or former employee of Vendor prior to termination of this Contract and for one (1) year thereafter, without prior written consent of the former employer in each case.

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20. **Enforcement.** Vendor 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.

21. **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.

22. **Governing Law.** This Contract shall be controlled by the laws of the State of Minnesota.

23. **Non-Discrimination.** During the performance of this Contract, Vendor 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. Vendor 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. Vendor shall incorporate the foregoing requirements of this Section 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. Vendor 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.

24. **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.

25. **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.

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

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27. **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.

28. **Statutory Provisions.**

a. **Audit Disclosure.** The books, records, documents and accounting procedures and practices of Vendor 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 Vendor 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 Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Vendor in performing any of the functions of SWT during performance of this Contract is subject to the requirements of the Data Practice Act and Vendor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Vendor in relation to this Contract shall contain similar Data Practices Act compliance language.

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

Executed as of the day and year first written above.

SOUTHWEST TRANSIT

By: _____

Erik Hansen, Its Chief Executive Officer

VENDOR

By: _____

Its: _____