



Request for Bids  
Automatic Passenger Counter

Due Date:

Friday, March 3, 2025 – 2:00pm

Receipt Location:

SouthWest Transit  
Attn: Jason Kirsch  
14405 W 62<sup>nd</sup> St.  
Eden Prairie, MN 55346

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## 1 - INTRODUCTION

SouthWest Transit (SWT) is an award-winning transit agency serving the Southwest Twin Cities area through fixed-route bus, on-demand rideshare, and shuttle services. We are committed to serving the needs of our customers through diverse and innovative transit solutions that build our community and connect our customers from where they are to where they want to go.

**Our Vision:** SouthWest Transit is the leading provider of innovative transit solutions that improve livability and enhance economic opportunity in the communities we serve.

**Our Mission:** 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 is seeking bids from qualified firms or agencies with experience in providing and installing on-board automatic passenger counter (APC) systems for a mixed fleet of fixed-route coach buses and cutaways.

The firm or agency (“bidder”) that is selected will be under contract with SouthWest Transit and report directly to SWT’s IT Manager and/or his designee.

## 2 - ESTIMATED SCHEDULE

<b>Activity</b>	<b>Date/Time</b>
RFB Advertisement	Monday, February 3, 2025
Deadline for submission of Questions or Request for Clarifications	Friday, February 14, 2025 @ 2:00 pm
Pre-bid Conference	Not scheduled for this project
Response to Questions Released	Friday, February 21, 2025 @ 2:00 pm
<b>Bid Due Date and Time</b>	<b>Friday, March 3, 2025 @ 2:00 pm</b>
SWT Commission Approval	March 20, 2025

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

## 3 - PROPOSAL SUBMISSION REQUIREMENTS

### 3.1 - Submission Details

Bids must contain the following parts:

- Part 1: Business Overview
  - Proposer will provide their business overview including the following:
    - Background on your organization, including:
      - Full legal name;
      - Principal place of business;
      - Number of years in business under this name; and
      - Areas of expertise and general services available
    - Information on the firm including:
      - Number of consultants in the firm
      - Levels of staff, by specialty
      - Identify who will complete the work described in this quote
      - Identify who will be the lead contact for SWT, including a statement of future availability
- Part 2: References
  - Provide **four** references for which your firm has completed work similar to that requested in the Scope of Work. Include firm name, contact name, phone number, and web site address.
- Part 3: Bid Form (See Attachment A)
- Part 4: Bid Bond (See Attachment B)
  - Must be in an amount equal to five percent (5%) of bidder's bid amount.
- Part 5: Certifications
  - Non-Collusion Affidavit (See Attachment F).
  - Responsible Contractor Verification (See Attachment G).

Bids shall be addressed to the IT Manager and marked “SouthWest Transit Automatic Passenger Counter (APC) System” and will be received until 2:00 p.m., Friday, March 3, 2025, at which time they will be opened. Sealed bids in original, three (3) copies, and/or one electronic copy (PDF format preferred) will be received on or before the time and date as referred above. An early postmark will not suffice. Ample time should be allowed for postal, or electronic, delivery. Credentials for postal and electronic delivery are as follows:

SouthWest Transit

Attn: Jason Kirsch, IT Manager

SouthWest Transit Automatic Passenger Counter (APC) System

14405 W 62<sup>nd</sup> Street

Eden Prairie, MN 55346

Address for electronic submittal: [apc@swtransit.org](mailto:apc@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 scope of work, and 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.

Bids which are timely withdrawn shall be returned to the bidder. If a substitute bid is timely submitted, 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.

### **3.2 - RFB Postponement, Amendment and Withdrawal**

SWT may postpone the deadline for submitting bid and the opening of bids and may revise or amend the RFB at any time up to the deadline for submitting bids. Such changes, revisions, and amendments, if any, shall be announced to each prospective bidder by written addenda to this RFB. Prospective bidders are requested to contact SWT if, upon review, material errors are found. Errors must be pointed out before the deadline for submitting bids to allow time for review and subsequent clarifications by SWT. In any case, the deadline for submitting bids shall be at least seven (7) calendar days after the last addendum, and any addendum shall include an announcement, if applicable, of the new deadline for submitting bids.

SWT reserves the right to cancel this RFB 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.

### **3.3 - Requests for Additional Information**

Requests for additional information or clarification must be received in writing by Friday, February 14, 2025 @ 2:00pm to allow time for response to the request. All contact must be directed to the following:

**SouthWest Transit**

**Attn: Jason Kirsch, IT Manager**

**14405 W 62<sup>nd</sup> Street**

**Eden Prairie, MN 55346**

**Electronic Preferred: [apc@swtransit.org](mailto:apc@swtransit.org)**

SWT will send all requests for information and responses in writing to all known interested firms, and will post the requests and response on its website, so that all parties have the same information. Any spoken communication given is not binding upon SWT unless and until it is communicated in written form. All inquiries regarding this proposal must be directed to the designated contact listed above. Approval of any contract resulting from

this RFP will be made by SWT. The decision of SWT will be final. Bidders who fail to follow this directive are subject to disqualification.

### **3.4 - 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.

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.

### **3.5 - 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 contact person at the email address identified in section 3.3 of this RFB.



## **4 - SCOPE OF WORK**

### **4.1 - Project Summary**

Currently, passenger counts are tracked manually by drivers and compared to fare box revenues for accuracy. This method leaves room for human error and is time consuming and clumsy. As a result, SouthWest Transit seeks to install Automatic Passenger Counter (APC) Systems to improve customer service, record keeping and reporting compliance, accountability, and overall effectiveness of the transit service.

The purpose of this RFB is to seek bids to provide a real-time information customer interface using an APC Information System with future options for SouthWest Transit's fixed-route transit fleet that presently includes up to 70 vehicles. See item 5 for fleet details.

### **4.2 - System Operational Requirements**

- a. The APC system will accurately count passengers as they board and alight recording the data as a function of individual stops, routes and runs;
- b. Overall system performance will enable the exact determination of alighting and boarding passengers at each stop with an accuracy greater than 97%;
- c. The APC system will be designed and tested to produce highly accurate passenger counts, to demonstrate an ability to discriminate valid passengers from non-passenger objects, and to detect double-backs and re-crossings;
- d. The APC system will not interfere electronically with the operation of the transit vehicle or its onboard electronic equipment such as security equipment, engine controls, transmission or other electronic equipment;
- e. The APC system will be installed according to industry standards and recommended practices;
- f. All cables, wiring, interconnections, switches, and circuit breakers/fuses will be heavy duty and specifically designed for their purposes;
- g. The selected wire sizes and insulation will be based on current carrying capability, voltage drop, and flexibility requirements;
- h. A protective filtering device will be installed to protect the APC system, its memory and raw data from electrical fluctuation typically found in a transit bus,

including but not limited to -- over voltage, under voltage, transient power surge/dip during engine or other transit bus equipment startup, alternator noises, etc.;

- i. The APC system equipment provided will be transferable to other transit buses as the need arises.
- j. The system will operate without any intervention from the operator.
- k. The system will have a monitor/led system to indicate to the operator it is online and functioning correctly.
- l. The system will have a monitor/led system to indicate the current passenger count.

### **4.3 - Passenger Count Sensors**

The passenger counting sensor features must include, but do not need to be limited to, the following:

- a. Sensors must be camera based with AI technology, beam break sensors are not acceptable.
- b. Acquisition of passenger counts by means of sensing devices at all vehicle doors with recording of route and geolocation information, including real time clock/clock synchronization features for accurate time/date stamp mark of data;
- c. Detection zones will be fully adjustable for the requirements of different bus designs;
- d. Counting accuracy will not be affected by normal variables including, but not limited to:
  - i. The reasonable speed at which a person passes under the sensor.
  - ii. A passenger remaining immobile at the sensor location.
  - iii. Any other obstruction of the sensor.
  - iv. Variations in light and temperature within the operational specifications of the APC system.
  - v. Obstruction of the counter (passengers remaining immobile in the counter sensor field) that could affect the count accuracy will be noted in the data;
- e. Counting accuracy will also include features to reduce or eliminate counting inaccuracies caused by passengers carrying items such as packages, boxes or briefcases onto the vehicle;

- f. The sensors will differentiate between boarding and alighting passengers from either door of the vehicle;
- g. Sensors must have accuracy of 99% or greater

#### **4.4 - Data Acquisition System**

Specific requirements for the data acquisition system are as follows:

- a. Onboard system will allow data from APC/GPS to be collected and stored with generous capacity – measured in days of operation -- for storing registered data, and based on time intervals, numbers of stored records, etc. (subject to factors including the number of routes, etc.);
- b. APC system has provision for wireless data transfer between each transit vehicle and a server through a current SouthWest Transit mobile router;
- c. Data stored in the onboard APC system can be downloaded manually when needed;
- d. The receiving equipment will confirm transmission/ receipt of the raw data to servers;
- e. SouthWest Transit will have internet access to raw data;
- f. Data output will be available with compatibility to Microsoft Office Suite;
- g. Standard reports will include the ability to track and report all operational data needed for the Federal Transit Administration (FTA) National Transit Data (NTD) reports, including tracking of passenger miles;
- h. The APC system will include an error/failure log feature.
- i. The APC system will include power backup in the event external power is loss.
- j. The APC system will connect via ethernet to SWT's on board mobile router for internet connectivity. SWT uses Cradlepoint R1900 mobile routers.

#### **4.5 - Training**

The bid must include training, provided by the bidder, for authorized personnel to ensure satisfactory competence in using the APC system, including the software applications, data processing, report generation, API integration and system administration. To wit:

- a. Adequate training will be provided on the use and maintenance of the APC hardware leading to a satisfactory level of competence by the appropriate SouthWest Transit administrative, operational, maintenance, technical, and transit service operators;
- b. Training will take place at SouthWest Transit facilities at 14405 W 62<sup>nd</sup> Street, Eden Prairie, MN 55346

#### **4.6 - On-Board Hardware**

All hardware shall conform to all applicable quality control standards of the original manufacturer and the bidder. All hardware components shall be new and suitable for the purposes specified. All on-board equipment shall integrate with the vehicle's electrical supply. Additionally, equipment must meet the following standards:

- a. All on-board equipment must be able to operate in a transit environment.
- b. All equipment modules, cables, mounting hardware, and connectors shall be designed to withstand the full range of operating environments found in the areas in which they are to be installed, and shall not interfere with the operation of existing and future equipment.

#### **4.7 - Other System Requirements**

The successful bidder will supply a hosted, cloud-based software solution that provides an administrative console for authorized users. SouthWest Transit will be able to access the system via a standard web browser, without the need for software to be installed locally. The web-based administrative console software shall provide a single portal from which all system features will be available. System shall be hosted on redundant, failover-ready infrastructure with at least one geographically separate datacenter housing SouthWest Transit's data. bidder shall describe the disaster recovery (DR), failover, and backup methodologies for the hosted environment. SouthWest Transit shall have access/capability to download copies of data sets and/or backup images through the web interface for local storage/possession.

##### **Fixed-Route General Requirement**

- a. Web-based; no software to install
- b. Runs in the latest versions of Edge, Chrome, and Firefox

SouthWest Transit requires the ACP data to be accessible via an open API, allowing the data to be stored systematically in a data warehouse. The data collected via the APIs will be used to generate analytics and reporting, leading to better decision making and cost efficiency. It will also allow for public access of the data via SouthWest Transit's website and mobile app, displaying information in real time to keep riders informed.

#### **4.8 - Reports**

- a. Ability for SouthWest Transit to design customized reports
- b. Ability to export reports as well as raw data to Excel (CSV) and PDF
- c. Out of the box reports:
  - a. Ridership
  - b. Utilization
  - c. Route Performance
  - d. Stop-Level details
  - e. NTD Reports

#### **4.9 - Real-time Open API**

SouthWest Transit requires that the following data collected with the APC system to be available in a real-time open API to allow SWT to populate lobby displays, website and mobile app with information:

- a. Vehicle location
- b. Vehicle heading
- c. Load count
- d. On-time performance

#### **4.10 - Software Updates and Upgrades**

- a. The APC system software will be field upgradeable and Over the Air
- b. The bidder will provide software updates for a minimum period of three years from the date SouthWest Transit's acceptance of the installation of the initial procurement, without additional cost to SouthWest Transit
- c. Any and all hardware or software licensing or maintenance fees must be noted in bidder's submission

#### **4.11 - Installation**

The bidder will be responsible for installation of the system described herein on buses and cutaways located at SouthWest Transit's maintenance facility in Eden Prairie, MN pursuant to the following:

- a. The bidder will complete installation and testing of APC systems in SouthWest Transit's entire fleet no later than July 31, 2025
- b. SouthWest Transit staff training will take place concurrently or immediately following installation in order to have administrative, operational, technical, and mechanical staff fully trained in advance of the time the APC system is deployed
- c. The bidder will provide additional training and technical support as necessary during the succeeding 12 months

## 5 - FLEET DETAILS

Make and Model	Year	Quantity	Front Door Height	Front Door Width	Rear Door Height	Rear Door Width
MCI D4500	2011	4	85"	30 ½"	NA	NA
MCI D4500	2012	7	85"	30 ½"	NA	NA
MCI D4500	2014	6	85"	30 ½"	NA	NA
MCI D4500	2015	12	85"	30 ½"	NA	NA
Gillig Lowfloor	2015	1	79"	39"	NA	NA
MCI D4500	2017	6	85"	30 ½"	NA	NA
MCI D4500	2019	9	85"	30 ½"	NA	NA
Prevost X3-45	2019	5	90"	30"	NA	NA
MCI D45 CRT LE	2020	2	84"	31"	88 ½"	36"
MCI D45 CRT LE	2021	4	84"	31"	88 ½"	36"
MCI D45 CRTe LE	2024	4	84"	31"	88 ½"	36"
Glaval Universal Cutaway	2024	10	81"	35 ½"	69 ½"	48 ½"

## 6 - COST BREAKDOWN

Bidders must provide a detailed cost breakdown for the Automatic Passenger Counter (APC) System. The cost proposal must include all expenses associated with the implementation, maintenance, and support of the system. The breakdown must be organized as follows:

### I. System Costs

- a. **Hardware:** Itemized costs for all required hardware, including but not limited to passenger counting sensors, data acquisition systems, and other onboard equipment.
- b. **Software:** Initial licensing fees and annual subscription or maintenance fees for the APC system software.
- c. **Integration:** Costs associated with integrating the APC system with SouthWest Transit's existing infrastructure, including Cradlepoint R1900 routers and backend systems.
- d. **Open API Development:** Costs related to ensuring the system provides a real-time open API to support SouthWest Transit's reporting and public information needs.

### II. Installation

- a. **Per Vehicle Installation:** Cost for installing the APC system on each vehicle, broken down by vehicle type (e.g., coach buses, cutaways).
- b. **Testing:** Costs for testing and quality assurance of installed systems.

### III. Training

- a. **Initial Training:** Costs for training SouthWest Transit personnel, including administrative, operational, maintenance, and technical staff.
- b. **Supplementary Training:** Costs for additional training or refreshers during the 12 months following installation.

### IV. Maintenance and Support

- a. **Warranty:** Coverage and cost of warranties for hardware and software.
- b. **Ongoing Support:** Annual fees for technical support, software updates, and hardware maintenance.

### V. Reporting and Analytics

- a. **Custom Report Design:** Cost for designing customized reports as requested by SouthWest Transit.
- b. **Standard Reports:** Cost for generating and accessing standard reports, including NTD compliance reports.

### VI. Data Hosting



- a. **Cloud Hosting:** Annual costs for hosting the APC system on a cloud-based platform, including failover and backup services.
  - b. **Data Backup Access:** Costs for enabling SouthWest Transit to download data sets and backup images.
- VII. **Additional Costs**
  - a. **Spare Equipment:** Cost for spare hardware components (e.g., sensors, cables) to ensure system uptime.
  - b. **Optional Features:** Itemized pricing for any optional features or services, such as enhanced analytics tools or expanded real-time API capabilities.
- VIII. **Taxes and Fees**
  - a. SouthWest Transit is exempt from local sales tax. Bidders must not include sales tax in the cost proposal.
  - b. Any applicable fees must be clearly itemized.
- IX. **Payment Terms**
  - a. SouthWest Transit's standard payment terms are **net 30 days** after receipt of a valid invoice. Invoices must be submitted electronically and include ACH payment capabilities.

## 7 - GENERAL INFORMATION

- 1. Taxes
  - a. Southwest Transit is exempt from local sales tax.
- 2. Government Data Act - Public Data
  - a. Bidder names and bid amounts become public upon proposal opening. Other information included with a bid (excluding trade secrets) become public when SWT has completed the selection process.
  - b. Trade secrets, as defined by Minnesota Statutes Section 13.37, are protected.
  - c. Bidders claiming trade secret protection must clearly identify such information.
  - d. Blanket claims for entire sections won't guarantee protection.
  - e. SWT, not the bidder, will make the ultimate determination if information included with a bid qualifies as a trade secret under Minnesota Statutes Section 13.37.

- f. A bidder's statement that information is copyright or otherwise protected doesn't automatically prevent public access to the information.
- 3. Form of Contract
  - a. A copy of the intended Southwest Transit contract is attached as Attachment C.
  - b. Reviewing the contract before submitting a proposal is recommended.
- 4. Performance and Payment Bonds
  - a. 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 insure the prompt and faithful performance of the contract by the bidder and to insure 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 Bond and Payment Bond Forms.
  - b. The selected 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.
  - c. 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.
- 5. Insurance
  - a. The selected bidder must maintain specific insurance coverage as outlined in Attachment C.
  - b. Details include:
    - i. Commercial General Liability
    - ii. Business Automobile Coverage
    - iii. Workers' Compensation Insurance
    - iv. Employers' Liability Coverage
  - c. Southwest Transit must be listed as an additional insured.

d. Certificates of Insurance are required before work commences.

6. Shipment (if applicable)

a. Shipment terms are specified (F.O.B. Destination, Freight Prepaid and Allowed).

7. Invoices

a. Preferred method and address for submitting invoices: electronically and ACH capabilities.

8. Compensation and Payment

a. Southwest Transit's standard payment terms are net 30 days after receiving the invoice.

## ATTACHMENT A: BID FORM

TO: SOUTHWEST TRANSIT

PROJECT: AUTOMATIC PASSENGER COUNTER

THE UNDERSIGNED BIDDER AGREES TO ENTER INTO A CONTRACT WITH SOUTHWEST TRANSIT TO SUPPLY ALL GOODS AND SERVICES IN ACCORDANCE WITH THE SCOPE OF WORK IN THE RFB.

ALL PRICES MUST BE BROKEN DOWN INTO THE LINE-ITEMS SPECIFIED BELOW. THE FINAL COST AT THE BOTTOM OF YOUR SUBMISSION MUST BE THE FINAL COST FOR ENTIRE PROJECT.

DESCRIPTION	AMOUNT
System Costs	\$
Installation	\$
Training	\$
Maintenance and Support	\$
Reporting and Analytics	\$
Data Hosting	\$
Additional Costs	\$
On-going Software Costs	\$
<b>TOTAL</b>	<b>\$</b>

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.

SIGNATURE: \_\_\_\_\_

SIGNATORY'S NAME AND TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

STATE OF INC/ORG: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

CONTACT INFORMATION: \_\_\_\_\_

## 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 AUTOMATIC PASSENGER COUNTER, 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 AUTOMATIC PASSENGER COUNTER shall be accepted by said Principal and said Principal shall enter into a contract for the furnishing of said AUTOMATIC PASSENGER COUNTER, 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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety/Attorney-in-fact

## ATTACHMENT C: FORM OF CONTRACT

### 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.

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-owed vehicles.)

Umbrella or Excess Liability            \$1,000,000

- c. Commercial General Liability. The Commercial General Liability Policy shall be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
- d. 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, 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.
10. Termination. This Contract may be terminated by SWT by seven (7) days' written notice delivered to Vendor at the address 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. 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.
20. 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.

21. Governing Law. This Contract shall be controlled by the laws of the State of Minnesota.
22. 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.
23. 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.
24. 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.
25. Services Not Provided For. No claim for services furnished by Vendor not specifically provided for herein shall be honored by SWT.
26. 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.

27. 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.

28. 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.

[signature page follows]

Executed as of the day and year first written above.

**SOUTHWEST TRANSIT**

By: \_\_\_\_\_  
Erik Hansen, Its Chief Executive Officer

**VENDOR**

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **Exhibit A**

### **Scope of Work**

#### **4.1 - Project Summary**

Currently, passenger counts are tracked manually by drivers and compared to fare box revenues for accuracy. This method leaves room for human error and is time consuming and clumsy. As a result, SouthWest Transit seeks to install Automatic Passenger Counter (APC) Systems to improve customer service, record keeping and reporting compliance, accountability, and overall effectiveness of the transit service.

The purpose of this RFB is to seek bids to provide a real-time information customer interface using an APC Information System with future options for SouthWest Transit's fixed-route transit fleet that presently includes up to 70 vehicles. See item 5 for fleet details.

#### **4.2 - System Operational Requirements**

- m. The APC system will accurately count passengers as they board and alight recording the data as a function of individual stops, routes and runs;
- n. Overall system performance will enable the exact determination of alighting and boarding passengers at each stop with an accuracy greater than 97%;
- o. The APC system will be designed and tested to produce highly accurate passenger counts, to demonstrate an ability to discriminate valid passengers from non-passenger objects, and to detect double-backs and re-crossings;
- p. The APC system will not interfere electronically with the operation of the transit vehicle or its onboard electronic equipment such as security equipment, engine controls, transmission or other electronic equipment;
- q. The APC system will be installed according to industry standards and recommended practices;
- r. All cables, wiring, interconnections, switches, and circuit breakers/fuses will be heavy duty and specifically designed for their purposes;
- s. The selected wire sizes and insulation will be based on current carrying capability, voltage drop, and flexibility requirements;

- t. A protective filtering device will be installed to protect the APC system, its memory and raw data from electrical fluctuation typically found in a transit bus, including but not limited to -- over voltage, under voltage, transient power surge/dip during engine or other transit bus equipment startup, alternator noises, etc.;
- u. The APC system equipment provided will be transferable to other transit buses as the need arises.
- v. The system will operate without any intervention from the operator.
- w. The system will have a monitor/led system to indicate to the operator it is online and functioning correctly.
- x. The system will have a monitor/led system to indicate the current passenger count.

### **4.3 - Passenger Count Sensors**

The passenger counting sensor features must include, but do not need to be limited to, the following:

- h. Sensors must be camera based with AI technology, beam break sensors are not acceptable.
- i. Acquisition of passenger counts by means of sensing devices at all vehicle doors with recording of route and geolocation information, including real time clock/clock synchronization features for accurate time/date stamp mark of data;
- j. Detection zones will be fully adjustable for the requirements of different bus designs;
- k. Counting accuracy will not be affected by normal variables including, but not limited to:
  - vi. The reasonable speed at which a person passes under the sensor.
  - vii. A passenger remaining immobile at the sensor location.
  - viii. Any other obstruction of the sensor.
  - ix. Variations in light and temperature within the operational specifications of the APC system.
  - x. Obstruction of the counter (passengers remaining immobile in the counter sensor field) that could affect the count accuracy will be noted in the data;



- l. Counting accuracy will also include features to reduce or eliminate counting inaccuracies caused by passengers carrying items such as packages, boxes or briefcases onto the vehicle;
- m. The sensors will differentiate between boarding and alighting passengers from either door of the vehicle;
- n. Sensors must have accuracy of 99% or greater

#### **4.4 - Data Acquisition System**

Specific requirements for the data acquisition system are as follows:

- k. Onboard system will allow data from APC/GPS to be collected and stored with generous capacity – measured in days of operation -- for storing registered data, and based on time intervals, numbers of stored records, etc. (subject to factors including the number of routes, etc.);
- l. APC system has provision for wireless data transfer between each transit vehicle and a server through a current SouthWest Transit mobile router;
- m. Data stored in the onboard APC system can be downloaded manually when needed;
- n. The receiving equipment will confirm transmission/ receipt of the raw data to servers;
- o. SouthWest Transit will have internet access to raw data;
- p. Data output will be available with compatibility to Microsoft Office Suite;
- q. Standard reports will include the ability to track and report all operational data needed for the Federal Transit Administration (FTA) National Transit Data (NTD) reports, including tracking of passenger miles;
- r. The APC system will include an error/failure log feature.
- s. The APC system will include power backup in the event external power is loss.
- t. The APC system will connect via ethernet to SWT's on board mobile router for internet connectivity. SWT uses Cradlepoint R1900 mobile routers.

#### **4.5 - Training**

The bid must include training, provided by the bidder, for authorized personnel to ensure satisfactory competence in using the APC system, including the software applications, data processing, report generation, API integration and system administration. To wit:

- c. Adequate training will be provided on the use and maintenance of the APC hardware leading to a satisfactory level of competence by the appropriate SouthWest Transit administrative, operational, maintenance, technical, and transit service operators;

- d. Training will take place at SouthWest Transit facilities at 14405 W 62<sup>nd</sup> Street, Eden Prairie, MN 55346

#### **4.6 - On-Board Hardware**

All hardware shall conform to all applicable quality control standards of the original manufacturer and the bidder. All hardware components shall be new and suitable for the purposes specified. All on-board equipment shall integrate with the vehicle's electrical supply. Additionally, equipment must meet the following standards:

- c. All on-board equipment must be able to operate in a transit environment.
- d. All equipment modules, cables, mounting hardware, and connectors shall be designed to withstand the full range of operating environments found in the areas in which they are to be installed, and shall not interfere with the operation of existing and future equipment.

#### **4.7 - Other System Requirements**

The successful bidder will supply a hosted, cloud-based software solution that provides an administrative console for authorized users. SouthWest Transit will be able to access the system via a standard web browser, without the need for software to be installed locally. The web-based administrative console software shall provide a single portal from which all system features will be available. System shall be hosted on redundant, failover-ready infrastructure with at least one geographically separate datacenter housing SouthWest Transit's data. Bidder shall describe the disaster recovery (DR), failover, and backup methodologies for the hosted environment. SouthWest Transit shall have access/capability to download copies of data sets and/or backup images through the web interface for local storage/possession.

##### **Fixed-Route General Requirement**

- c. Web-based; no software to install
- d. Runs in the latest versions of Edge, Chrome, and Firefox

SouthWest Transit requires the ACP data to be accessible via an open API, allowing the data to be stored systematically in a data warehouse. The data collected via the APIs will be used to generate analytics and reporting, leading to better decision making and cost efficiency. It will also allow for public access of the data via SouthWest Transit's website and mobile app, displaying information in real time to keep riders informed.

#### **4.8 - Reports**

- d. Ability for SouthWest Transit to design customized reports
- e. Ability to export reports as well as raw data to Excel (CSV) and PDF
- f. Out of the box reports:
  - a. Ridership
  - b. Utilization
  - c. Route Performance
  - d. Stop-Level details
  - e. NTD Reports

#### **4.9 - Real-time Open API**

SouthWest Transit requires that the following data collected with the APC system to be available in a real-time open API to allow SWT to populate lobby displays, website and mobile app with information:

- e. Vehicle location
- f. Vehicle heading
- g. Load count
- h. On-time performance

#### **4.10 - Software Updates and Upgrades**

- d. The APC system software will be field upgradeable and Over the Air
- e. The bidder will provide software updates for a minimum period of three years from the date SouthWest Transit's acceptance of the installation of the initial procurement, without additional cost to SouthWest Transit
- f. Any and all hardware or software licensing or maintenance fees must be noted in bidder's submission

#### **4.11 - Installation**

The bidder will be responsible for installation of the system described herein on buses and cutaways located at SouthWest Transit's maintenance facility in Eden Prairie, MN pursuant to the following:

- d. The bidder will complete installation and testing of APC systems in SouthWest Transit's entire fleet no later than July 31, 2025
- e. SouthWest Transit staff training will take place concurrently or immediately following installation in order to have administrative, operational, technical, and mechanical staff fully trained in advance of the time the APC system is deployed
- f. The bidder will provide additional training and technical support as necessary during the succeeding 12 months

## 5 - FLEET DETAILS

Make and Model	Year	Quantity	Front Door Height	Front Door Width	Rear Door Height	Rear Door Width
MCI D4500	2011	4	85"	30 ½"	NA	NA
MCI D4500	2012	7	85"	30 ½"	NA	NA
MCI D4500	2014	6	85"	30 ½"	NA	NA
MCI D4500	2015	12	85"	30 ½"	NA	NA
Gillig Lowfloor	2015	1	79"	39"	NA	NA
MCI D4500	2017	6	85"	30 ½"	NA	NA
MCI D4500	2019	9	85"	30 ½"	NA	NA
Prevost X3-45	2019	5	90"	30"	NA	NA
MCI D45 CRT LE	2020	2	84"	31"	88 ½"	36"
MCI D45 CRT LE	2021	4	84"	31"	88 ½"	36"
MCI D45 CRTe LE	2024	4	84"	31"	88 ½"	36"
Glaval Universal Cutaway	2024	10	81"	35 ½"	69 ½"	48 ½"

## **ATTACHMENT D: PERFORMANCE BOND 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 AUTOMATIC PASSENGER COUNTER, dated the \_\_\_\_ day of  
\_\_\_\_\_, 2025, ("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 \_\_\_\_\_, 2025.

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 AUTOMATIC PASSENGER COUNTER, dated the \_\_\_\_ day of  
\_\_\_\_\_, 2025, ("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 \_\_\_\_\_, 2025.

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 Director of Facilities and Fleet. A protester may request review of the Director of Facilities and Fleet's decision by the Director of Operation.

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 Director of Operations. If the contact person cannot be identified in the solicitation or is otherwise unavailable, the protest should be filed with the Director of Operations, 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 Director of Operations of the Director of Facilities and Fleet's decision *must* be filed within three (3) working days after the protester's receipt of the Director.
- d) Failure to file a protest or request for review by the Director of Operations 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 Director of Facilities and Fleet 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 Facilities and Fleet**

The Director of Facilities and Fleet 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 Director of Facilities and Fleet 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 Director of Facilities and Fleet will render a final decision no more than ten (10) working days after the filing of the protest.

## **7. Director of Operations Review**

Within three (3) working days after receiving the Director of Facilities and Fleet's written decision, a protester may request that the Director of Operations review the Director of Facilities and Fleet's decision. A request for Director of Operations review must be made in writing to the Director of Facilities and Fleet, 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 Director of Facilities and Fleet's decision.

The Director of Operations 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 Director of Operations may, as he or she sees fit, accept further written submissions, take testimony, and/or make a transcript of hearings or proceedings. The Director of Operations will issue a written decision no later than fourteen (14) working days after receipt of the request for review.

## **8. Effect on Procurement**

The Director of Facilities and Fleet, Director of Operations, 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 Director of Facilities and Fleet may waive stated deadlines and/or insubstantial deviations from the requirements herein.

## ATTACHMENT F: NON-COLLUSION AFFIDAVIT

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

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

On \_\_\_\_\_ (date), in \_\_\_\_\_ (county and state), 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 or proposals have been arrived at by the bidder independently and have 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 or proposals 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 or proposals and will not be communicated to any such person prior to the official opening of the bid or proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in this statement.

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.

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



