

CONTRACT AWARD and SIGNATURE PAGE

RTD Contract Number 18DO007

1 of 3
DUPLICATE ORIGINAL

ISSUED BY

Regional Transportation District
1660 Blake Street
Denver, Colorado 80202-1399
Notices to: Linda Wells Contract Negotiator
Linda.Wells@rtd-denver.com

CONTRACTOR

Allied Universal Security Services
390 Union Blvd., Suite 410
Lakewood, CO 80228
Notices to: Michael Daley, Contract Representative
Michael.daley@aus.com

Invoices: Submit invoices as stated in RTD Contracted Services Contract, Attachment A-3, Negotiated Pricing Schedule and Statement of Contract Costs.

Products/Services: Contracted Security Services for the Light Rail System, Commuter Rail System, Bus System and Several RTD Operating Locations

Total Contract Amount: Not to Exceed \$67,716,988.56

Inclusive of any cost detailed on RTD Contracted Services Contract, Attachment A-3

Type: Labor Hour

Effective Date: Date of execution by RTD

Period of Performance: Performance shall commence as of the date specified in the notice to proceed or, if no date is specified, upon Contractor's receipt of notice to proceed and shall expire 3 years after complete deployment of security services. Complete deployment of security service under this Contract will commence July 1, 2019. There are three (3) one-year options to extend the period of performance.

This Contract consists of: Contract Award and Signature Page; RTD Contracted Services Contract, including attachments thereto. These Contract documents constitute the entire Contract between the parties.

Contractor's Agreement

Contractor agrees to perform the services identified above and on the continuation pages for the consideration stated herein and to otherwise perform according to the terms of Contract. In executing this Contract, the Contractor warrants that it is familiar with the Statement of Work attached and that it is qualified to provide the associated level of effort required to successfully complete such tasks and that it can satisfactorily perform such tasks within the Contract Cost.

FOR ALLIED UNIVERSAL SECURITY SERVICES

By: 

Name (print): Steve Lutton

Title: President

Date: 3/12/19

Award

Regional Transportation District hereby accepts your offer to perform the services identified above and on the continuation pages, for the consideration stated herein, and in accordance with the terms and conditions of the Contract.


FOR THE REGIONAL TRANSPORTATION DISTRICT

By:  ^{FOR} DAVID A. GENOVA

David A. Genova
General Manager and CEO

Date: 3-18-19

Approved as to legal form for the Regional Transportation District

By: 

Name (print): Marisela D. Sandoval

Date: 3/4/2019

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RTD Contracted Services Contract

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RTD Contracted Services Contract

Part 1 – Introduction and Context

1.1 Purpose and Background.

1.1.1 Purpose. The purpose of this Contract is to provide contracted services to RTD to the standards and requirements as set forth in this Contract.

1.1.2 Background.

1.1.2.1 RTD. RTD was created in 1969 by the State General Assembly as a mass transportation planning agency for the Denver metropolitan area. RTD is a public body politic and corporate and a political subdivision of the State, organized and existing under the terms of the Regional Transportation District Act, C.R.S. § 32-9-102. In 1974, the Act was amended, and RTD became an operating entity charged with the responsibility for developing, maintaining, and operating a mass transportation system for the benefit of the inhabitants in its service area. The RTD service area encompasses portions of an eight-county region comprising the Denver metropolitan area, in which over one-half of the population of the State currently resides. RTD's mass transportation system promotes the public health, safety, convenience, economy, and welfare of the residents of the District and of the state of Colorado by providing safe, clean, reliable, affordable, and accessible service throughout the District.

1.1.2.2 RTD Services. RTD provides fixed-route bus, paratransit, light rail, and commuter rail services. RTD operates and maintains multiple transit facilities throughout its district area, and provides security and other services within its district area.

1.2 Definitions.

1.2.1 Except as otherwise specified herein or as the context may otherwise require, the following terms have the respective meanings set forth below for all purposes of the Contracted Services Agreement. Additional terms may be defined in Attachment A.

Business Day means any day that is not a Saturday, Sunday or other day on which commercial banks in Denver are authorized or required by law to remain closed.

Contract means the Contracted Services Contract specifically consisting

of the documents forming the contract, as specified in Section 1.5.1 and any amendments thereto.

Contract Administrator is the General Manager and CEO's delegate on this Contract to assist in general administration of this Contract.

Contractor means the individual, firm, company, corporation, partnership, or association entering into this Contract with RTD as identified on the Contract Award and Signature Page. Wherever used in this Contract, the term "Contractor" shall also refer to the Contractor's employees, agents, subcontractors, and any designated representative whose authority to act on the Contractor's behalf shall be delegated in writing.

Contract Award and Signature Page means the Contract Award and Signature Page where the parties execute the Contract.

DBE/SBE Contractor means a small-business enterprise contractor whose participation in a contract is based upon RTD's SBE program. RTD's SBE program sets an annual overall goal for the participation of small-business enterprises in RTD awarded contracts.

Department Program has the meaning given to it in Section 8-17.5-101, Colorado Revised Statutes.

Effective Date means the date the last party has signed the Contract Award and Signature Page, or the date on which the period of performance commences, whichever is earlier.

E-Verify Program has the meaning given to it in Section 8-17.5-101, Colorado Revised Statutes.

Key Personnel means personnel who are considered to be essential to the Work required under the Contract.

Liquidated Damages means a fixed dollar amount that may be assessed to the Contractor due to Contractor's failure to fulfill a Contract requirement as set forth in Attachment A.

Notice to Proceed means the written notice by RTD informing Contractor to begin the Work.

Performance Incentives means incentives defined by RTD in Attachment A to encourage the Contractor to provide the highest quality services above and beyond the minimum standards set forth in the Scope of Work.

Period of Performance means the period of time from the date

performance commences to the date performance expires, subject to any options to extend the performance, as set forth in the Contract.

Project Manager means the General Manager and CEO's delegate on this Contract to manage the Work.

Safety Sensitive Position means a position that requires a person to perform a "safety sensitive function" as defined by 49 C.F.R. Part 40 as amended and Part 655. Generally, a safety-sensitive function occurs when a person is performing, ready to perform, or immediately available to perform any duty related to the safe operation of public transportation.

Regional Transportation District or RTD means the Regional Transportation District, a political subdivision of the State of Colorado. Whenever used in this Contract, these terms shall include RTD's General Manager and CEO, subject to limitations of authority established by RTD's Board of Directors, and if so designated, the Contract Administrator or Project Manager.

Relevant Authority means the government of the United States of America, the State of Colorado, the cities and counties within or forming part of the District and any other agency, or subdivision of any of the foregoing, including any federal, state, or municipal government, and any court, agency, special district, commission or other authority exercising executive, legislative, judicial, regulatory, administrative or taxing functions of, or pertaining to, the government of the United States of America, the State of Colorado or the cities and counties within or forming part of the District.

Safety Sensitive has the same meaning as set forth in RTD's Drug and Alcohol Policy for employees who perform "safety sensitive functions" as that term is defined in 49 CFR Parts 40 and 655.

Work means the work and services to be performed by the Contractor for RTD's benefit pursuant to this Contract.

1.3 Interpretation.

1.3.1 General Interpretation Principles. Except as otherwise expressly provided or unless the context clearly requires:

- (a) the definitions of terms herein will apply equally to the singular and plural forms of the terms defined;
- (b) whenever the context may require, any pronoun will include the corresponding masculine, feminine, and neuter forms;

- (c) the words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation";
- (d) the verb "will" will be construed to have the same meaning and effect as the verb "shall";
- (e) any definition or reference to any contract, instrument, or other document herein will be construed as referring to such contract, instrument, or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein);
- (f) the captions and headings used in this Contract are inserted for convenience only and do not constitute part of this Contract and are in no way intended to describe, interpret, define or limit the scope or content of this Contract or any provision of this Contract;
- (g) the word "hereof", "herein", and "hereunder" and words of similar import, will be construed to refer to this Contract in its entity and not to any particular provision hereof;
- (h) reference to any person will be construed as a reference to such persons successors and permitted assigns;
- (i) all references herein to Sections, Parts and Attachments will be construed to refer to Sections and Parts of and Attachments to, this Contract;
- (j) references to this Contract (including any Exhibits and Attachments hereto) will be construed as a reference to that document as amended;
- (k) no interpretation of this Contract will be binding on RTD unless furnished in writing by an RTD representative with authority pursuant to Section 1.6; and
- (l) no alteration or interlineation of the Contracted Services Contract will be binding on RTD unless expressly referenced in the fully executed Contract with Attachments or an amendment thereto.

1.3.2 Conflict of Terms

1.3.2.1 In the event of conflict between the terms or provisions of any terms or provisions of this Contract, the order of precedence (in order from highest to lowest, where the terms or provisions of a higher precedence document shall govern in the event of a conflict with a lower precedence document) shall be as follows:

- (1) Amendments to the Contract, if any;
- (2) Contract Award and Signature Page
- (3) Attachment A Contract Specific Requirements;
- (4) Attachment G – Federal Terms [if applicable];
- (5) Contracted Services Contract;
- (6) Attachment E – Disadvantaged Business Requirements;
- (7) Attachment D – Insurance and Bond Requirements;
- (8) Attachment B – Scope of Work; and
- (9) All remaining attachments.

1.3.3 Representations and Warranties

1.3.3.1 The Contractor expressly represents and warrants that all services and supplies covered by this Contract shall conform to Part 2 of this Contract upon which this Contract is based and shall conform to the prevailing standards of practice normally exercised in Colorado for the performance of work of a similar nature and under similar circumstances. Any inspection, acceptance or payment for supplies and deliverables by RTD shall not constitute a waiver by RTD of any representations or warranties. These representations and warranties shall run to RTD, its successors, and assigns.

1.3.3.2 The Contractor represents and warrants that:

- (1) The Contractor has sufficiently informed itself in all matters affecting the performance of this Contract or the furnishing of the labor, services, supplies, material, equipment or any others material items specified in this Contract;
- (2) All personnel assigned by the Contractor to perform services to be furnished hereunder shall be capable, skilled, qualified, and competent to perform such services. RTD may require the Contractor to remove from service or from RTD property any employee, agent, or representative of Contractor or any of its

subcontractors that RTD in its discretion deems unqualified, careless, or negligent.

1.4 Contract Documents.

1.4.1 This Contract consists of the following documents, and any amendments:

- (1) Contract Award and Signature Page;
- (2) Contracted Services Contract; and
- (3) Attachments.

1.5 Period of Performance.

1.5.1 Effective Date. The Effective Date of this Contract is the date the last party has signed the Contract Award and Signature Page, or the date on which the period of performance commences, whichever is earlier.

1.5.2 Contract Closing. The Contract shall be effective until Contract closing. This Contract shall be considered closed after the following have been completed (i) all Work has been accepted by RTD or upon termination of this Contract and (ii) RTD has received all necessary closing documents provided to the Contractor by RTD, and (iii) the Contractor has received final payment; provided, however, that certain terms and conditions shall, by their nature, survive closing of this contract.

1.5.3 Period of Performance. The Contractor shall comply with the period of performance as set forth in the Contract Award and Signature Page.

1.5.4 Options. This Contract shall be subject to any options specified in the Contract Award and Signature Page. RTD shall have the unilateral right to exercise the options in accordance with the option terms, if any, prescribed by the Contract. Notice of RTD's intention to exercise any option will be given to the Contractor at least 60 days prior to the exercise of the option, as amended, but RTD's exercise of options shall not be binding upon RTD until the Contract is amended to reflect the exercised option. The Contractor's receipt of RTD's notice of intent to exercise any option does not commit RTD to exercise any subsequent option. RTD may exercise multiple options in one amendment, but the total options exercised shall not exceed the total number of option provisions authorized by this Contract, as amended.

1.6 Contract Administration.

1.6.1 General Manager. RTD's General Manager and CEO has the sole authority, subject to delegation and monetary limitations established by the RTD Board of Directors, to enter into, amend or terminate this Contract.

1.6.2 Contract Administrator. The Contract Administrator is the General Manager and CEO's delegate on this Contract to assist in general administration of this Contract.

1.6.3 Project Manager. The Project Manager is the General Manager and CEO's delegate on this Contract to manage the Work.

1.7 Contractor Representative. Contractor may designate one or more representatives to administer the Contract and to have overall direction and control over the Work. Any representatives so designated will personally supervise and control the Work. Contractor shall notify RTD of the names and contact information of any designated Contractor representatives.

1.8 Notices. Any notices or communications required or permitted to be provided pursuant to this Contract must be provided in writing and (i) personally delivered; (ii) mailed by prepared, certified mail or overnight courier; or (iii) transmitted by electronic mail transmission (including PDF), to the party to whom such notice of communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as set forth in Attachment A.

Any such notice or communication shall be deemed to have been provided on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed or prepaid by certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically, provided that the sender has received a confirmation of such fax or electronic transmission. Notice shall be given for any changes of address, fax number, email address or the person to be listed in the attention line.

Part 2 – Work

2.1 Work – General.

The Contractor shall perform the services as set forth in the Scope of Work, Attachment B.

2.1.1 Operating Authority. This Contract and any of the Work performed hereunder are contingent and expressly conditioned upon the ability of the Contractor to provide the Work consistent with all applicable laws and regulations. It is understood and agreed by the Contractor that any

permits, licenses, or authority utilized or secured to operate the Work shall not be considered an asset. The Contractor specifically covenants and agrees that it shall not claim or initiate any legal action to establish that RTD is obligated to purchase or receiving assignment of such permits, licenses, or authority and equipment utilized or secured for Work performed in connection with this Contract.

2.1.2 Additional Services. If RTD provides the Contractor with any vehicles or equipment, the Contractor shall not use any vehicles or equipment provided by RTD for charter services, school bus operations or other profit-making ventures without the express prior written permission of RTD.

2.1.3 Drug and Alcohol Testing. This section shall apply only to Safety Sensitive Positions. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, and permit any authorized representative of the U.S. Department of Transportation or its operating administrations, the State of Colorado, or RTD to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The Contractor agrees further to certify compliance with Part 655 before December 31st of every year and to submit the Management Information System reports not later than February 15 of every year to the Substance Abuse Testing Coordinator for RTD. To certify the compliance of the Contractor's program, the Contractor shall use the certifications published annually in the Federal Register by the Federal Transit Administration.

2.1.4 Hazardous Materials. If the Contractor purchases supplies for this Contract that contain hazardous materials or are themselves hazardous, Contractor represents and warrants that the Contractor understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials.

2.1.5 Small-Business Enterprises. RTD sets an annual overall goal for the participation of small-business enterprises ("SBEs"). Contracts containing a minimum level of SBE participation are awarded in reliance upon the Contractor's representations, certifications and submittals as required by Attachment E. The Contractor shall cooperate with RTD with regard to maximum utilization of minority and/or small businesses and will use its best efforts to insure that minority and small business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Contract. The Contractor shall assist RTD in verifying compliance with the SBE requirements of this Contract, if any, by submitting status reports itemizing payments to all SBE subcontractors with each monthly request for payment. Upon Contract

completion, the Contractor shall submit to RTD a summary of payments, by subcontract, made to all subcontractors.

2.2 Start-up, Transition, and Handover.

2.2.1 Commencement. Start-up and transition shall begin immediately upon the date specified in the Notice to Proceed or if no date is specified, upon receipt of Notice to Proceed. The Contractor shall be responsible for carrying out an effective and smooth transition and start-up process, which will assure that it is capable of assuming responsibilities for all Work.

2.2.2 Start-Up Plan. Before beginning start up, or as specified in Attachment B, the Contractor shall provide to RTD, for RTD's review and approval, a comprehensive, detailed plan of all start-up tasks and milestones necessary to ensure a smooth transition and start-up of the service as more specifically set out in Attachment B unless such plan requirement is waived in advance in writing by RTD. The start-up plan shall document recruitment and training schedules, acquisition of necessary equipment, leases or purchases of facility, permits, licenses, and all other activities necessary to implement a successful transit service program. This plan shall also include a detailed chronology and calendar and explanation of all items listed. The Contractor shall comply with the RTD-approved start-up plan.

2.2.2.1 The Contractor shall identify all additional personnel that will be utilized exclusively for the transition and start-up tasks and beyond the staff dedicated to the on-going operation of the Work by job description, qualifications, and utilization period.

2.2.3 Transition Plan. The Contractor shall fully cooperate with RTD and its current service provider in the efficient and effective transfer of services. Specific transition issues will be addressed during the start-up period. The Contractor shall participate in regular meetings held by RTD commencing with the award of the Contract. Upon RTD's request, and its sole direction, the Contractor shall develop and provide to RTD detailed transition plans six months prior to the end of the Period of Performance.

2.2.4 Start-up Costs. Any start-up costs incurred by the Contractor shall be included in the labor hour rate as specified in Attachment A-3. RTD shall not otherwise compensate the Contractor for any start-up costs incurred.

- 2.2.5 Start Date.** Transition and start-up must be completed by the applicable milestone dates. The Contractor shall have fully implemented and executed the start-up plan. If the Contractor fails to complete transition and start-up in accordance with the milestone dates, RTD, in its sole discretion, may assess Liquidated Damages, refuse to pay start-up costs, or terminate the Contract for default.
- 2.2.6 Milestones.** RTD will monitor any milestones identified in either Attachment A or Attachment B. The milestones will be used by RTD during start-up as measurements of Contractor performance and ability to meet contract requirements. If the Contractor fails to meet these milestones, RTD, in its sole discretion, may assess Liquidated Damages, refuse to pay start-up costs, or terminate the Contract for default.
- 2.2.7 Handover.** The Contractor shall participate in good faith in the transition of service at the expiration of the Contract. The Contractor shall cooperate and comply fully with handover procedures required by RTD necessary to achieve the efficient, effective, and undisrupted transfer of service.

2.3 Facilities.

2.3.1 Facility Requirements

- 2.3.1.1** Any Contractor-provided facility required under the Contract must house and provide all of the functions required for operational and maintenance requirements for service specified under this Contract, including separate operational and maintenance managers and support staff. Specific requirements for elements of the total operation may be shared between the facilities. However, shared functions must be approved by RTD prior to start-up. For all other day-to-day revenue operational and maintenance requirements, each facility must be autonomous.
- 2.3.1.2** At a minimum, any of the Contractor's facilities required under the Contract must include all of the following:
1. Paved parking area to adequately accommodate all RTD-provided vehicles.
 2. Must house and provide all of the functions required for operational and maintenance requirements of the Scope of Work, Attachment B.
- 2.3.1.3** Each of the Contractor's facilities must be compliant with the Americans with Disabilities Act (ADA) of 1990.

2.3.1.4 If the Contractor's use of its facilities for any purpose other than to provide RTD services, the Contractor shall demonstrate to RTD that the existing activity does not interfere or restrict the provision of such services as detailed in this Contract.

2.3.1.5 The Contractor shall be responsible for obtaining and complying with any and all applicable zoning, licensing fees, and permitting associated with the safe and legal operation of its facilities and all costs related.

2.3.1.6 The Contractor's work areas shall conform to local zoning, state and federal requirements.

2.3.2 Facility Improvements. If the Contractor proposes facility improvements, all approved facility improvements shall be complete before beginning services under this Contract.

2.3.3 Rented or Leased Facilities. If a Contractor's facility is rented or leased to the Contractor, the Contractor shall include in its lease agreement language assigning RTD the right to continue renting or leasing the facility through the Contract period in the event the Contractor cannot fulfill the entire term of the Contract. If the Contractor owns the facility being used, the Contractor must agree to lease the facility, or the portion required by this Contract, in lieu of assignment of a lease agreement with a third-party.

2.3.4 Inspections. RTD shall have access to the Contractor's facilities for the purposes of inspection on an as-needed basis.

2.3.5 Possession of equipment. RTD reserves the right, upon completion or termination of this Contract, to purchase any or all equipment and systems at fair market value.

2.4 Personnel.

2.4.1 Key Personnel and Other Requirements. All Personnel for this project shall meet the requirements set out in Attachment B, including listing all Key Personnel in the Proposal, Attachment F. Key Personnel are considered essential to the Work and required under the Contract.

2.4.1.1 Key Personnel Changes. The Contract shall not change or replace Key Personnel, as set forth in Attachment B, without the written consent of RTD. The Contractor must submit the résumé and qualifications of an acceptable replacement to RTD within thirty (30) days after notification of the resignation/relocation or as otherwise specified in Attachment B. RTD reserves the right to approve or reject any proposed

changes or replacement to Key Personnel during the term of the Contract.

2.4.1.2 Certification, Registration and Licensing. Contractor and all persons performing the Work will be certified, registered or licensed as may be required by applicable State and Federal Laws or as otherwise required in the Contract.

2.4.2 Hiring. The Contractor shall provide all personnel and human resource management to hire, train, and supervise all personnel related to this Contract.

2.4.3 Organization Chart. Upon request, the Contractor shall provide an overall organization chart showing the level of staffing proposed to meet the Work requirements for start-up and annually for on-going operations. The organization chart must start at the corporate level and continue down to the lowest reporting level. The chart shall indicate the number of each type of employee and job title. This chart shall identify all required personnel.

2.4.4 Description of Duties. Upon request, the Contractor shall provide a description of each primary manager/supervisor's job duties, how much control they will have over the operation at the local level, when they will be available, and how much of their time will be dedicated to the Contract during the start-up and on-going operations.

2.4.5 Minimum Staffing Levels. Any reduction to the originally proposed staffing levels requires RTD approval. The Contractor shall provide RTD written notification of any variance to the staffing levels that could impact the Contracted service immediately upon the occurrence of such variance. The Contractor shall accompany any such notification with a "recovery plan" that addresses personnel shortages.

2.4.6 Vacant Staff Positions. The Contractor shall have a maximum of ninety (90) days to fill any vacant staff position (Key Personnel, office management, administrative, or support staff).

2.4.7 Criminal Background Checks and Access Badges. For each individual performing any portion of the Work, which portion of the Work requires the individual to have (i) direct access to RTD's critical information systems or confidential information, (ii) unaccompanied access to RTD secured facilities, or (iii) access to money or stored value cards, the Contractor shall ensure that the individual (a) passes a criminal background check, and (b) obtains an RTD access badge, each in accordance with the standards set forth in this Section. The Contractor also shall ensure that the requirements in this Section are included in any subcontracts.

2.4.7.1 Criminal Background Checks. The Contractor shall ensure that all criminal background checks required by this Section are completed, and shall submit a certification stating the checks have been completed. In order to pass a criminal background check, the report shall not include any Disqualifying Offense, hereinafter defined. RTD believes all of the Disqualifying Offenses are job-related and consistent with business necessity for any individual performing any portion of the Work. If, after an individual review of (1) the nature and gravity of the offense, (2) the time that has passed since the offense and/or completion of the sentence, and (3) the nature of the job held or sought, the Contractor concludes that it would like to employ an individual to perform any portion of the work in conflict with these standards, the Contractor shall so notify RTD in writing of the rationale for this conclusion at least three business days prior to scheduling the individual to obtain an RTD access badge or begin the Work.

The criminal background check shall, at a minimum, cover the previous 7 years, and include the criminal record in the Colorado Bureau of Investigation database and shall be conducted by a licensed firm in accordance with applicable laws. Contractor shall maintain all records demonstrating the criminal background check results as confidential and, upon three business days' notice, shall make such records available to the Project Manager at any time during the Contract term.

Disqualifying Offenses

Any conviction in any jurisdiction of any of the following criminal offenses shall constitute a Disqualifying Offense, as that term is used herein.

Permanent Disqualifying Criminal Offenses

- Espionage, Sedition, Treason;
- A federal crime of terrorism as defined in 18 U.S.C. 2332b(g);
- A crime involving a transportation security incident (A transportation security incident is a security incident resulting in a significant loss of life, environmental damage, transportation system disruption, or economic disruption in a particular area, as defined in 46 U.S.C. 70101. The term "economic disruption" does not include a work stoppage or other employee-related action not related to terrorism and resulting from an employer-employee dispute);

- Improper transportation of a hazardous material under 49 U.S.C. 5124 or a comparable state law;
- Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device;
- Murder in the First or Second Degree and Manslaughter;
- Assault with intent to murder;
- Kidnapping in the First or Second Degrees, or hostage taking;
- Rape or aggravated sexual abuse;
- Endangering Public Transportation, C.R.S. 18-9-115;
- Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961, *et seq.* ("RICO"), or a comparable state law, where one of the predicate acts found by a jury or admitted by the defendant is one of the crimes listed above.

Seven (7) Year Disqualification

- Unlawful possession, use, sale, manufacture, purchase, distribution, receipt, transfer, shipping, transporting, delivery, import, export of, or dealing in a firearm or other weapon;
- Extortion;
- Dishonesty, fraud, or misrepresentation, including identity fraud (welfare fraud and passing bad checks do not constitute dishonesty, fraud or misrepresentation for purposes of this paragraph);
- Bribery;
- Smuggling;
- Immigration violations;
- Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961, *et seq.*, ("RICO") or a comparable state law, other than the violations of RICO listed above;
- Robbery;
- Distribution of, possession with intent to distribute, or importation of a controlled substance;
- Arson;
- Criminally Negligent Homicide and Vehicular Homicide;

- Assault in the First or Second Degree;
- False Imprisonment;
- Enticement of a Child or Internet Luring of a Child;
- Sexual Assault, Unlawful Sexual Contact, or Sexual Assault on a Child;
- Burglary;
- Any offenses involving bribery or corrupt influences as a public servant.
- Violation of the Computer Fraud and Abuse Act, 18 USC § 1030 or Colo. Rev. Stat. §§ 18-5.5-101 – 102.

Five (5) Year Disqualification

- Reckless driving;
- Third-Degree Assault;
- Any driving offense involving the use of alcohol or drugs;
- Any violent crimes not listed above including but not limited to cruelty to animals;
- Any crimes involving theft, fraud or extortion not listed above;
- Any crimes involving sexual misconduct not listed above;
- Any crimes not listed above that are aggravated or involving domestic violence or involve exploiting minors;
- Any crimes involving firearms or weapons not listed above;
- Theft of public transportation services, C.R.S. 18-4-802;
- Hindering transportation, C.R.S. 18-9-114;
- Endangering public transportation, C.R.S. 18-9-115 (misdemeanor conviction);
- Throwing missiles at vehicles, C.R.S. 18-9-116;
- Any crimes involving alcohol or drugs not listed above.

2.4.7.2 RTD Access Badge. The Contractor shall submit to the Project Manager all requests for an Access Badge. Such request shall include a certification that the individual has passed a criminal background check in accordance with this Article. Each individual performing Work must wear an Access Badge when present at any RTD secured facility. Contractor

shall ensure that all Access Badges issued pursuant to the Contract are returned at the end of the Contract term. Contractor shall pay a replacement fee for any Access Badge that needs to be replaced.

The term "Access Badge" shall mean the badges required by RTD's Access Control procedures.

Part 3 – Payments and Incentives

3.1 Contract Costs.

3.1.1 Options and Pricing. For agreed-upon options to extend the period of performance, RTD and the Contractor have negotiated options prices in accordance with the Statement of Contract Costs, Attachment A.

3.1.2 Compensation.

3.1.2.1 Not-to-exceed Price. This is a labor-hour Contract with a maximum not-to-exceed price set forth in the Contract Award and Signature Page within which price Contractor agrees to complete the Work as per the Contract. RTD shall not be required to pay the Contractor any amount in excess of the not-to-exceed price.

3.1.2.2 Inclusivity. All prices, rates, and costs negotiated and charged to RTD by the Contractor shall be inclusive of all fees associated with the Contractor's efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside consultant fees. No hourly charges shall exceed the hourly rates, if any, identified herein. The Contractor shall not invoice separately for mileage, travel time, parking expenses or any other miscellaneous charges.

3.1.2.3 Work Prior to Period of Performance. RTD shall not pay the Contractor for any Work performed or costs incurred prior to the Period of Performance. RTD shall not be required to pay any amount in excess of the Contract Cost, unless the Contractor has secured a written amendment to this Contract providing for such increase.

3.1.3 Tax Exemption. RTD is a political subdivision of the State of Colorado and is exempt from Federal excise taxes, Colorado sales taxes, local sales and use taxes.

3.2 Invoicing and Payment.

3.2.1 Invoicing

3.2.1.1 Monthly Invoices. The Contractor will submit monthly invoices that include: (1) all costs (including fixed, variable and adjustment as applicable); and (2) Liquidated Damages and Performance Incentives, as applicable.

3.2.1.2 Electronic Invoices. The Contractor will submit invoices electronically via email to:

Regional Transportation District
Attn: Accounts Payable
A.P.Department@RTD-denver.com

3.2.1.3 Satisfactory Invoices. Invoices must be signed by an authorized representative of the Contractor, and include at a minimum: invoice number, legal name of the Contractor, Contract number, purchase order number, period covered, appropriate service adjustments, and any other requirements set out in the Contract-Specific Requirements as set forth in Attachment A.

3.2.1.4 Timesheets. The Contractor will maintain signed time sheets for all labor services performed under this Contract and adequate documentation to support all non-labor expenses. At the request of the Contracting Administrator, written data regarding labor costs, written estimates of other costs, and information in support thereof will be made available within a reasonable time during the Contract period and for three (3) years after final payment. The Contract covenants and agrees that it shall require that similar records be maintained by any subcontractor(s) used by Contractor in the performance of this Contract.

3.2.2 Payment. RTD will pay the Contractor's invoices once RTD determines that all Work submitted for payment has been satisfactorily performed and all information and documentation required under the invoice has been submitted. RTD will pay the Contractor within 30 days after RTD's approval of electronically submitted invoices. RTD will not pay for Work performed before the Period of Performance and will not be required to pay amounts in excess of the Contract costs, as set out in Attachment A. The Contractor shall pay its subcontractor(s) for satisfactory performance of Work performed under this Contract within 15 days of receipt of payment by RTD for such Work.

3.2.2.1 Payment of DBEs/SBEs.

- (a) The Contractor shall pay its respective DBE/SBE (as applicable) Subcontractors any undisputed amount owed to such Subcontractor within thirty (30) days of receipt of the subcontractor's invoice by such Contractor, regardless of whether such Contractor has been paid for such invoice by RTD.
- (b) Approval of invoices shall not be unreasonably delayed. The Contract shall either approve or reject with written notice of deficiency or dispute to the payee DBE/SBE (as applicable) Subcontractor within ten (10) days of receipt of invoice by the Contractor.
- (c) The Contractor shall make prompt and full payment of any retainage kept by the Contractor to its respective DBE/SBE (as applicable) subcontractors within thirty (30) days after such DBE's/SBE's (as applicable) work has been completed and accepted by the RTD's Project Manager or by the Contractor, unless a claim is filed against a subcontractor.

3.3 Liquidated Damages.

- 3.3.1** Due to the nature and significance of the Work, the Contractor and RTD agree that a failure to perform the Work will likely result in severe economic loss to RTD. In addition, the Contractor and RTD also agree that it is extremely difficult to determine actual damages that may result from the Contractor's failure to perform the Work. Consequently, this Contract may allow RTD to assess certain Liquidated Damages for certain failures by the Contractor to perform the Work, as set forth in Attachment A.
- 3.3.2** Liquidated Damages provisions as defined in the Contract are assessed by RTD as such damages identified. The Contractor's liability for any single failure to perform that portion of the Work identified in this Section for which a Liquidated Damage is affixed is limited to and fixed at the sum of Liquidated Damages provided herein. Assessment of Liquidated Damages shall not constitute a waiver of RTD's right to terminate the Contract for the Contractor's default for ongoing failures to perform the Work or any other failure by the Contractor to perform the Work for which RTD has not assessed Liquidated Damages or not specifically identified herein.
- 3.3.3** RTD will provide to the Contractor a report of the Liquidated Damages assessed quarterly or as otherwise agreed by the parties. The Contractor may challenge any Liquidated Damages assessed by responding in writing within 30 calendar days after receipt of the report.

In order for any Liquidated Damages assessed to be waived by RTD, the Contractor shall demonstrate that the Contractor met the standards set forth in the Contract. The Contractor's response to RTD's report shall be returned to the Project Manager. The Project Manager shall then review the response to RTD's report and makes a determination on chargeability of the Liquidated Damage (full amount charged, reduced amount charged, or excused). All Liquidated Damages that are not responded to by the Contractor in writing within 30 days of the incident date will automatically be reviewed and charged as determined by the Project Manager. The decision of Project Manager regarding Liquidated Damages shall be final.

- 3.3.4** The Liquidated Damages, as assessed in this Section, will in no way whatsoever relieve the Contractor of its obligations to provide the services required by the terms of this Contract, and in no way constitutes a waiver of any other rights or remedies to RTD provided in this Contract or as provided by law.

3.4 Performance Incentives.

- 3.4.1** To the extent the total Performance Incentives do not increase the total Contract value, RTD may identify Performance Incentives on a quarterly basis as set forth in Attachment A. The purpose of the Performance Incentives is to encourage the Contractor to provide the highest quality services above and beyond the minimum standards set forth in the Work.
- 3.4.2** RTD shall provide to the Contractor a report of the Performance Incentives allowed for that period. The Contractor may challenge any Performance Incentives not allowed for that period by responding in writing to RTD within 14 calendar days after receipt of the report. In order for any Performance Incentive to be allowed, the Contractor shall demonstrate that the Contractor met the standards set forth in this Part and provide all applicable documentation to support this conclusion. RTD may include approved Performance Incentives to the next invoiced payment to the Contractor. RTD, in its sole discretion, shall determine whether to allow any Performance Incentive and there will be no opportunities for the Contractor's appeal except as set forth in this Section 3.4.2
- 3.4.3** The Performance Incentives as allowed by RTD pursuant to this Section in no way whatsoever relieve the Contractor of its obligations to provide the services required by the terms of this Contract, and in no way constitutes a waiver of any other rights or remedies held by RTD as provided in this Contract or as provided by law.

Part 4 – Partnering and Dispute Resolution

4.1 Partnering.

4.1.1 Cooperation.

- 4.1.1.1** Successful operation of the Work will, to a great extent, depend on the level of cooperation achieved between the Contractor and RTD. The Contractor shall be willing to work constructively with the RTD Project Manager to make service improvements during the Period of Performance, assist RTD in evaluation and planning efforts involved in problem-solving and new system design, periodically monitor performance of the services provided, and investigate complaints and failures to meet service standards.
- 4.1.1.2** The Contractor shall cooperate with all of RTD's other contracts and shall not interfere with the work of any other contractors which may be carrying out work or services for RTD.
- 4.1.1.3** The Contractor shall cooperate fully with any action or request for information received from RTD to ensure the continuation of service in accordance with RTD's service standards. RTD shall provide the Contractor current, up-to-date information to allow the Contractor to cooperate. The Contractor shall provide any necessary information to RTD upon the request of RTD within the time period provided by RTD.

4.1.2 Collective Bargaining and Notice of Strike.

- 4.1.2.1** Whenever the Contractor has knowledge that an actual or potential labor or subcontract dispute is delaying or threatens to delay the timely performance of the Work, the Contractor shall immediately give Notice thereof including all relevant information with respect thereto, to RTD, through its Contracting Officer.
- 4.1.2.2** The Contractor agrees to insert the substance of this Section, including this paragraph, in any subcontract related to this Contract under which a labor or subcontract dispute may delay the timely performance of the Work; except, that each such subcontractor shall provide that, in the event its timely performance is delayed or threatened by delay by any actual or potential labor or subcontract dispute, the subcontractor shall immediately notify the Contractor of all relevant information with respect to such dispute.

4.2 Intellectual Property Rights and Proprietary Information.

- 4.2.1 RTD-Furnished Materials.** RTD may make available to the Contractor, to the extent permitted by law, certain materials and information necessary to perform the Work. Such information and materials remain RTD's property. The Contractor shall use such materials and information only in connection with the performance of the Work and destroy all copies of such materials or information to RTD at the termination of the Contract. Nothing in this Contract shall be construed to confer upon RTD any patent, copyright, license or other right to use any materials or information not owned by RTD, unless such right is evidenced by express agreement between RTD and the Contractor or by operation of law. The Contractor shall indemnify and defend and hold harmless RTD, its officers, agents and employees against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or rights of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any materials furnished by RTD under this Contract.
- 4.2.2 Contractor-Created Materials.** The Contractor shall ensure that any materials or information specifically created by the Contractor for the purpose of performing the Work, including all deliverables required under this Contract, will be used solely with respect to the Work. To the extent permitted by Law, RTD shall be deemed the owner of all such materials or information created by Contractor. If a court of competent jurisdiction finds the Contractor to be the owner of any such materials or information, the Contractor shall automatically grant RTD a perpetual, nonexclusive, royalty-free and irrevocable license to reproduce and use, and permit others to reproduce and use solely for RTD's internal use, all such information or data. If necessary, the Contractor shall obtain similar nonexclusive licenses from the Contractor's consultants if necessary.

4.3 Records and Reporting; Audit Rights.

- 4.3.1 Access to Records.** For the period of performance of this Contract and for three years after Contract Closing, the Contractor shall maintain, preserve, and make available to RTD, and any of its authorized representatives, any records (digital or hard copy) created or maintained by the Contractor for purposes of performing the Work or as specifically required in Attachment A.
- 4.3.1.1** This "Access to Records" provision applies with equal force and effect to any subcontractors hired by the Contractor to perform Work under this Contract. The Contractor shall insert this provision in all subcontracts under this Contract and require subcontractor compliance therewith.

- 4.3.2 Audit Rights.** The Contractor shall maintain and RTD shall have the right to examine and audit all of the Contractor's records and other evidence sufficient to analyze all prices, costs, or rates negotiated and invoiced in performance of this Contract. RTD's right of examination shall include inspection at all reasonable times of the Contractor's offices engaged in performing the Contract.
- 4.3.3 Access to Records After Termination.** If this Contract is completely or partially terminated, the Contractor shall make available to RTD or any of its authorized representatives the records relating to the Work until 3 years after any termination. The Contractor shall make available to RTD or any of its authorized representatives records relating to appeals under the Dispute Resolution Procedure in Section or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.
- 4.3.4 CORA and Third Party Requests for Information.** The Contractor understands and acknowledges that any documents that it provides to RTD under this Contract are subject to public inspection and copying under the Colorado Open Records Act, Section 24-72-201 *et seq.*, unless exempt from public disclosure by law. The Contractor shall identify and mark as such any and all documents provided to RTD that it considers to be exempt from public disclosure and indicate the provision of the Colorado Open Records Act which exempts such document from public disclosure. If a Colorado Open Records Act request seeks the disclosure of documents considered by the Contractor to be exempt from public disclosure, except for proposals marked as confidential and proprietary, RTD will promptly notify the Contractor of such request. Within 24 hours of being notified by RTD of such request, the Contractor shall review the requested documents and confirm that the Contractor does not wish RTD to make such documents public. In addition, the Contractor agrees to hold RTD harmless and, at RTD's option, provide legal defense for RTD from all claims and demands, including attorney's fees, asserted against RTD that result from RTD's refusal to make public the documents the Contractor previously designated as confidential and proprietary. The Contractor also agrees that, if any action is filed in court seeking disclosure of the documents declared confidential and proprietary by the Contractor, RTD may deposit the documents with the court and the Contractor will defend in court its designation of the information as exempt from disclosure.
- 4.3.5 Compliance with Regulatory Reporting Requirements.** The Contractor shall provide reports of data and other information related to the Contractor's services upon the request of any federal, state or local regulator, and shall promptly provide to RTD a copy of any information provided to such regulator.

4.3.6 Non-Compliance. Should any regulator reject any portion of the Contractor's reports for non-compliance, RTD will have no obligation to reimburse the Contractor for any expenses incurred to prepare such report as determined by RTD in its sole discretion.

4.3.7 Systems Capable of Tracking Data and Reporting. The Contractor must maintain systems capable of tracking performance and other service-related data and producing reports to RTD or the regulators.

4.4 Confidentiality.

4.4.1 In this Section 4.4, **Information** means all information relating to RTD that is supplied by or on behalf of RTD (whether before or after the date of this Contract), either in writing, orally or in any other form, directly or indirectly from or pursuant to discussions with the Contractor (which for purpose of this provision shall be deemed to include the Contractor's employees and any subcontractors engaged under this Contract) or which is obtained through observations made by the Contractor and such term includes all work products, deliverables, analyses, compilations, studies and other documents whether prepared by or on behalf of RTD which contain or otherwise reflect or are derived from such information.

4.4.2 Each party will maintain confidentiality of any Information, except that Information may be disclosed or provided:

- (a) by either party to its directors, officers, employees, consultants and agents, including accountants, legal counsel and other advisors;
- (b) by RTD, to the Relevant Authorities or otherwise as RTD may require for the operation, maintenance or improvement of services in the event of, or following, termination of this Contract;
- (c) by the Contractor to any subcontractors to the extent such Information is reasonably necessary for the performance by the Contractor of its obligations under this Contract;
- (d) by either party to the extent:
 - i. it is required to disclose such Information pursuant to an applicable law or by any subpoena or similar legal process or by any Relevant Authority;
 - ii. the other party confirms in writing that such Information is not required to be treated as confidential (such confirmation not to be unreasonably withheld or delayed);

- iii. such Information is or comes into the public domain otherwise than through any disclosure prohibited by this Agreement;

provided that, in the cases of paragraphs (a), (b) and (c) of this Section, the persons to whom such disclosure is made will be informed of the confidential nature of such Information and shall only provide such Information subject to the same or similar requirements to maintain confidentiality as contained in this Contract.

4.5 Quality and Inspection of Work.

4.5.1 The Contractor shall perform the Work in accordance with good industry practice. Contractor will be responsible for the professional quality, technical accuracy, and coordination of all services. Contractor will, without additional compensation, correct or revise any errors or deficiencies.

4.5.2 All Work will be subject to inspection and/or test by RTD to the extent practicable at such reasonable times and places as may be designated by RTD during the term of the Contract. Such inspections and/or tests by RTD will be made in such a manner as not to unduly delay or interfere with the Work. Neither RTD's review, approval, or acceptance of, nor payment for, the Work will operate as a waiver of any rights or remedies under this Contract.

4.5.3 If any services performed hereunder or equipment/supplies provided hereunder are not in conformity with the requirements of this Contract, RTD will have the right to require the Contractor to perform the services again in conformity with the requirements of the Contractor or replace equipment, at no additional increase in the total Contract price.

4.5.2.1 When the services to be performed are of such a nature that the defect cannot be corrected by the Contractor's re-performance of the service, RTD shall have the right to take one or more of the following actions: (1) require the Contractor to immediately take all necessary steps to ensure future performance of the services in conformity with the requirements of the Contract; (2) reduce the Contract price to reflect the reduced value of the services performed by the Contractor as determined by RTD; and (3) assess Liquidated Damages.

4.5.2.2 In the event the Contractor fails to promptly perform the services again or take necessary steps to ensure future performance of the services in conformity with the requirements of the Contract, RTD shall have the right to take

one or more of the following actions: (1) have the services performed or equipment by RTD or another contractor in conformity with the Contract requirements and to charge the Contractor any cost incurred by RTD that is directly related to the performance of such services;(2) terminate this Contract for default; and (3) assess Liquidated Damages.

4.6 Changes.

4.6.1 Changes. The Contractor shall not make any changes to, or deviate in any way from the terms of this Contract, except as permitted under this Section 4.6. Any change to the pricing, Work, or the Contract Performance Period or which otherwise materially affects any term or condition of this Contract is not effective unless included in a written amendment to this Contract executed by RTD's General Manager and CEO, or RTD's General Manager and CEO's designee, and the Contractor.

4.6.2 Procedure.

4.6.2.1 Contractor Proposed Changes. The Contractor shall immediately notify RTD whenever the Contractor knows that (1) the Contractor's costs necessary to perform the Work will exceed the costs anticipated by this Contract; (2) the Contractor will not meet the timeframe for any schedule to complete the Work; or (3) the Contractor will not meet the standards for the quality of the Work due to substantial changes in the Work caused by external factors. The Contractor's Notice of the proposed change must describe whether and how the change will affect the terms and conditions of the Contract. The Contractor shall not be reimbursed by RTD for any costs in excess of the authorized amounts without an amendment to the Contract. If the Contractor fails to timely submit such Notice to RTD and does not satisfy the Contract requirements, RTD shall have the right to withhold payment, assess actual or liquidated damages caused by the Contractor's late submittal, or terminate this Contract. As soon as practicable after receiving such Notice, RTD will respond to the Contractor as to whether RTD, in its sole discretion chooses to take no action, rejects a proposed change, propose its own change, or agrees to the Contractor's proposed change, subject to certain conditions. No change may be implemented unless included in a written amendment executed by RTD's General Manager and CEO and the Contractor.

4.6.2.1.1 At all times notwithstanding any submission of a proposed change, or ongoing consideration regarding a change, the

Contractor shall continue to comply without delay with all of its obligations under this Contract. No submission of any proposed change or approval or refusal by RTD will in any way relieve the Contractor from any of its obligations, liabilities, and responsibilities under this Contract.

4.6.2.2 RTD Proposed Contract Changes. If RTD wishes to initiate at any time during the Contract period of performance any change or alteration to the Contract terms, RTD shall be entitled to submit a written request in respect of such change or alteration to the Contractor at RTD's own cost.

4.6.2.2.1 No later than 30 days following receipt of a proposed change by RTD, the Contractor shall respond to RTD in writing, at its own cost, indicating:

- (i) Whether it has any objection to carrying out the proposed change made by RTD, and upon what basis it makes such objection;
- (ii) The estimated not-to-exceed cost to be incurred or, as the case may be, saved by the Contractor to implement the proposed change by RTD.

4.6.2.3 Implementation of Changes. Any change to the Contract shall be implemented by the Contractor pursuant to the Negotiated Pricing Schedule/Statement of Contract Cost, Attachment A, unless RTD specifies otherwise, by means of an amendment to the Contract.

4.7 Dispute Resolution Procedure.

4.7.1 Preventing and Resolving Conflicts Through Communication and Negotiation. The parties agree to use commercially reasonable efforts to resolve disputes arising out of or related to this Contract using good faith negotiations by engaging sequentially in the dispute escalation process set forth below.

4.7.1.1 Level One. Project Managers for RTD and Contractor will meet personally in a timely manner to discuss and attempt to resolve the dispute. If they cannot resolve the dispute, either party may document the basis for the dispute and refer the dispute to Level Two.

4.7.1.2 Level Two. RTD's Assistant General Manager and Contractor's next-level up from Contractor's Project Manager will meet personally in a timely manner to discuss and attempt to resolve the dispute. If they cannot resolve the dispute, either party may document the basis for the dispute and refer the dispute to Level Three.

4.7.1.3 Level Three. RTD's General Manager and CEO, or equivalent designee at the time of dispute, and Contractor's CEO, or equivalent designee at the time of dispute, will meet personally in a timely manner to discuss and attempt to resolve the dispute.

4.7.2 Failure to Resolve a Dispute Through Negotiation. Except as otherwise specified in this Contract, if the dispute is not resolved within 45 days after referral to the last available level in Section 4.7.1 above, either RTD or Contractor may submit the dispute for judicial resolution in a court of competent jurisdiction in the State of Colorado. At all times prior to final resolution of the dispute, the parties shall continue to perform and make any required payments under this Contract in the same manner and under the same terms as existed prior to the dispute. The Contractor shall pay all costs, expenses and attorneys' fees incurred by the Contractor in connection with any claim, lawsuit, or appeal regarding a dispute that is brought by the Contractor.

Part 5 — Legal Terms

5.1 Compliance with Laws and Changes in Laws.

5.1.1 Compliance with Laws. It is the Contractor's obligation and duty to remain apprised of and to comply with (including bearing all costs of compliance) all applicable laws, rules, regulations, and ordinances that may affect the Contract or the Work. RTD inspection and/or audit of the Contractor's performance of this Contract, as specified herein, does not excuse the Contractor of this duty and obligation. The federal, state and local laws, rules, regulations, and ordinances and agency requirements applicable to the performance of this Contract include, but are not necessarily limited to, the following:

- (a) The terms of this Contract, including all attachments.
- (b) Title 32 of the Colorado Revised Statutes.
- (c) The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and 47 U.S.C. § § 225 & 661, as amended, and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended; their implementing regulations, 49 C.F.R. Parts 27, 37 & 38; Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151; and applicable guidance provided by the Department of

Transportation, Federal Transit Administration, and/or the Department of Justice.

- (d) The Colorado Anti-Discrimination Act, Colo. Rev. Stat. § 24-34-601 *et seq.*, as amended.
- (e) Federal Civil Rights laws including Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975 as amended, 42 U.S.C. § 6102, and Federal transit law at 49 USC § 5332.
- (f) Equal Employment Opportunity laws including Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Age Discrimination in Employment Act, as amended, 29 USC § 623, and Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112.
- (g) The Colorado Public Contracts for Services and Illegal Aliens Law, C.R.S. § 8-17.5-101 & 102, and the Department of Homeland Security E-Verify program.
- (h) Relevant RTD Policies and Procedures that RTD provided or as included in Attachment C.

5.1.2 Changes in Laws. If, due to any change in applicable law or regulations or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this Contract, performance of any provision of this Contract or any transaction contemplated hereby shall become impracticable or impossible, the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

5.2 Excusable Delay.

5.2.1 The Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by the Contractor to make progress in the execution of the Work hereunder which endangers such performance) if such failure arises out of unforeseeable causes beyond the control and without the fault or negligence of the Contractor; provided, that the Contractor shall within five days of any such failure, potential delay, or default, provide written Notice to RTD of the causes of the failure, potential delay, or default and the facts relating thereto. Such causes may include, but are not restricted to, acts of God or of the Public Enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor and RTD

must have been notified by the Contractor immediately upon its learning of the potential delay.

5.2.2 If failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of unforeseen causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be deemed to be in default, unless:

- (1) The supplies or services to be furnished by the subcontractor were obtainable from other sources at a price acceptable to RTD;
- (2) RTD has ordered the Contractor in writing to procure such supplies or services from such other sources; and
- (3) The Contractor fails to comply with such order.

5.2.3 Upon request of the Contractor, RTD shall ascertain the facts and extent of a failure to perform. If RTD determines that any failure to perform is excusable under this Section, RTD may revise the schedule of work and completion therefor, subject to RTD's rights under the Section 5.4, Termination.

5.3 Indemnity.

5.3.1 The Contractor shall indemnify, defend, and hold harmless RTD, its employees and agents against any and all claims, damages, liability, settlements, and court awards including costs, expenses and reasonable attorneys' fees, to the extent such claims are caused by any act or omission of, or breach of contract by the Contractor, its employees, agents, subcontractors or assignees pursuant to the terms of this Contract, or to the extent such claims arise out of a legal theory asserting that the Contractor, or an employee, agent, subcontractor or assignee of the Contractor, is an employee or agent of RTD; provided, however, that the Contractor's duties and obligations in this Section do not extend to claims caused solely by an act or omission of, or breach of the Contract by RTD, its employees, agents, other contractors or assignees, or other parties not under the control of or responsible to the Contractor. The Contractor shall assume and be solely responsible for discharging all obligations of RTD to any employee, agent, subcontractor, or assignee of the Contractor on any basis or legal theory, including but not limited to obligations to provide legal representation and to pay settlements or awards.

5.3.2 The Contractor shall give RTD immediate Notice of any suit or action filed or prompt Notice of any claim made against the Contractor arising out of the performance of this Contract. The Contractor shall immediately furnish to RTD copies of all pertinent papers received by the Contractor.

If the amount of the liability claimed exceeds the amount of insurance coverage, the Contractor shall authorize representatives of RTD to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim, which shall be paid by the Contractor.

5.3.3 Within 30 calendar days of the Contractor's receipt from RTD of a Notice of claim against RTD that RTD believes to be covered by the Contractor under Section 5.3.1, the Contractor shall give RTD written Notice stating whether the Contractor will assume RTD's defense in connection with the claim. In the event the Contractor fails to provide the above written notice, or fails to assume RTD's defense against a claim covered under this Section, the Contractor shall be liable to RTD for RTD's costs arising from or out of, or relating to, such claim, including reasonable attorneys' fees, investigation fees, expert witness fees, other costs of defense, any amounts expended in settling the claim, and any judgments awarded against RTD. For any claim for which the Contractor has assumed RTD's defense, the Contractor shall provide RTD with regular written updates on the status of the claim consistent with the requirements in Attachment C and shall consult with RTD prior to settling any such claims.

5.3.4 Indemnification in this Contract is separate and independent from the Contractor's other obligations in this Contract. The indemnification provided by this Contract shall be a continuing right to indemnification and shall survive the end of the Period of Performance or termination of this Contract.

5.4 Termination.

5.4.1 For Convenience. RTD may, by giving at least 14 days' prior written performance Notice to the Contractor, terminate this Contract, or suspend hereunder, in whole or in part and at any time for RTD's convenience. The Contractor shall be compensated solely for Work satisfactorily performed prior to the effective date of the termination or suspension. The Contractor shall have no right to recover lost profits on the balance of the Work, or any other measure of damages.

5.4.2 For Default. RTD may declare an event of default in the Contractor's performance of any term of this Contract by giving 7 days' prior written Notice to the Contractor specifying the basis for such default. The Contractor shall deliver a response in writing to RTD within 5 days of the date of RTD's default notice setting forth a reasonable proposal to timely cure or to prevent reoccurrence of the default. If the Contractor fails to respond to the notice of default within 30 days of the date of the notice of default, fails to cure the default to RTD's satisfaction, or if the default occurs again on any Work performed (or which should have been performed) during the remainder of the Contract term (including options), RTD shall have the right to terminate this Contract for default

by providing written Notice to the Contractor. RTD is not required to provide subsequent written notices of default for recurring instances of default already brought to the attention of the Contractor by a written notice. In the event of termination for default, the Contractor shall be compensated solely for Work satisfactorily performed prior to the effective date and time of termination. RTD may complete or cause the Work to be completed and the additional cost to RTD of completing the Work shall be deducted from any sum due the Contractor. If after termination for default it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for RTD's convenience. The foregoing remedy of termination shall be in addition to any other legal or equitable remedies available to RT, including Liquidated Damages

5.4.3 Suspension of Work. RTD may suspend the performance of the Contractor by giving the Contractor 7 days' prior written Notice. Upon Contractor's receipt of Notice of suspension of Work, the Contractor shall perform no further Work and RTD will not be required to reimburse the Contractor for any costs incurred subsequent to Contractor's receipt of notice of suspension and prior to notice to resume Work, if any. Suspension of Work may be in whole or in part, as specified by RTD. The Contractor shall continue to submit invoices to RTD for Work performed. If after 6 months of suspension, RTD has not given the Contractor notice to resume Work, the Contractor is entitled to request in writing that RTD either (1) amend the Contract or (2) terminate the Contract pursuant to "Termination for Convenience." If suspension for more than 6 months is not due in any part to the fault of the Contractor, RTD shall be required to amend or terminate the Contract. No amendment to the Contract shall be made if suspension, delay or interruption in performance of the Work is due to the fault or negligence of the Contractor.

5.5 Prohibited Interests.

5.5.1 Contractor's Interest. The Contractor shall not knowingly perform any act that would conflict in any manner or degree with the performance of the Work. The Contractor shall not knowingly employ any person when such employment would cause a conflict. Whenever the Contractor prepares or assists RTD in the preparation of a statement of work, work program, or system specifications to be used in a competitive procurement by RTD, the Contractor will be ineligible to supply the same services with such procurement. The Contractor may otherwise compete for RTD business on an equal basis with other parties. These restrictions apply until satisfactory completion of the Work.

5.5.2 Officials and Employees Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract, or to any benefit arising from it. No employee of RTD or any member of its governing body shall have any personal or financial interest, direct or indirect, in this Contract or any contract executed subsequently in connection herewith during his or her tenure or for one year thereafter. No director, officer, employee, or agent of RTD shall be interested in any contract or transaction with RTD except in his or her official representative capacity.

5.5.3 Gratuities. This Contract or any RTD contract with the Contractor may be terminated by written Notice if RTD determines that the Contractor, its agent, or another representative offered or gave a gratuity to an RTD director or employee; and intended, by the gratuity, to obtain a contract or favorable treatment under the contract.

5.5.4 Termination and Remedies. If this Contract is terminated pursuant to this Section, RTD is entitled to pursue the same remedies as in a "Termination for Default"; provided that the Contractor is not entitled to an opportunity to cure. The rights and remedies of RTD shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

5.6 Insurance and Bond Requirements. Contractor will maintain in full force and effect adequate insurance and bonds, in the amounts and coverages defined in Attachment D. Contractor's insurance must provide coverage for all claims that may arise from or in connection with the performance of the Work hereunder by Contractor, its employees, agents, subcontractors or assignees, including those claims made after the end of the Period of Performance or termination of the Contract. Contractor will maintain any bonds required by applicable State or Federal Law regulating the field or profession.

5.7 No Third Party Beneficiaries. This Contract is not for the benefit of any third party and shall not be deemed to create or evidence any right or remedy of any such third party, whether referred to herein or not.

5.8 Bankruptcy. If the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish to RTD, by certified mail, notification of the bankruptcy within 5 days of the initiation of the proceedings relating to the bankruptcy filing. Such notice must include (1) the date on which the bankruptcy petition was filed, (2) the identity of the court in which the bankruptcy petition was filed, and (3) a listing of contract numbers for all RTD contracts against which final payment has not been made. This obligation remains in effect until Contract closing.

5.9 Appropriations. All obligations of RTD under this Contract that require funding are subject to prior annual appropriations of monies expressly made by

the RTD Board of Directors. Nothing in this Contract may be construed as a multiple fiscal year obligation as described in Article X, Section 20 of the Colorado Constitution. If funding is not appropriated, RTD may terminate or modify this Contract with no further obligation to the Contractor. The parties may enter into a Contract amendment to provide additional funding if appropriated. RTD incurs no legal liability for any payment under this Contract beyond the current funding year, until funds are made available.

5.10 Independent Contractor. The Contractor is an independent contractor and not an employee. Any approval, review, inspection, direction or instruction by RTD or any party on behalf of RTD with respect to the Work will in no way affect the Contractor's independent contractor status. The Contractor shall pay when due all federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to the Contractor's employees, as well as all sales, consumer, employment, use and similar taxes for the Work or portions of the Work provided by or through the Contractor or any subcontractor or vendor or relating to their operations or property. The Contractor acknowledges that the Contractor and its employees are not entitled to workers' compensation benefits or unemployment insurance benefits unless the Contractor or a third party provides such coverage, and that RTD does not pay for or otherwise provide such coverage. The Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by RTD) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

5.11 No Partnership or Joint Venture. This Contract does not create a partnership, joint venture, or other association or relationship with RTD. Unless otherwise expressly provided in this Contract, neither the Contractor nor any agent or employee of the Contractor is an agent or representative of RTD and has no authorization, express or implied, to bind RTD to any agreements, liability or understanding.

5.12 Reasonableness of Consent or Approval. Whenever the approval or consent of RTD is called for under this Contract, RTD will be entitled to consider public and governmental policy in reasonably granting or denying such approval.

5.13 Authority. Each person executing this Contract expressly represents and warrants that he or she has been duly authorized by one of the parties to execute the Contract and to bind the party to the Contract terms and conditions.

5.14 Illegal Aliens.

5.14.1 The Contractor shall comply, and shall ensure its contractors and all subcontractors comply, in all material respects, with all applicable requirements of Section 8-17.5-101 *et seq.*, Colorado Revised Statutes.

- 5.14.2** The Contractor shall not (i) knowingly employ or contract with an illegal alien to perform any work under this Contract or (ii) enter into a contract with any subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform any work under such contract or this Contract.
- 5.14.3** The Contractor shall confirm, and shall ensure that any subcontractors confirm, the employment eligibility of all employees who are hired in connection with the Contractor's performance of its obligations under this Contract through participation in either the E-Verify Program or the Department Program.
- 5.14.4** The Contractor shall not use the E-Verify Program or the Department Program procedures for the purpose of preemployment screening of job applicants while this Contract is being performed.
- 5.14.5** If the Contractor participates in the Department Program, the Contractor shall:
- (1) notify RTD of participation in the Department Program and shall comply with Section 8-17.5-102(c), Colorado Revised Statutes and any other requirements of the Department Program;
 - (2) no later than 20 days after hiring an employee who is hired in connection with the Contractor's performance of its obligations under this Contract, confirm to RTD, in a certificate in form and substance satisfactory to RTD, that the Contractor has examined the legal work status of such employee, retained copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employees; and
 - (3) consent (and does hereby consent) to United States Department of Labor and Employment audits conducted in accordance with Section 8-17.5-102(5)(C)(III), Colorado Revised Statutes.
- 5.14.6** If the Contractor obtains actual knowledge that a subcontractor responsible for the performance of any part of the Contractor's obligations under this Contract employs or contracts with an illegal alien, the Contractor must notify such subcontractor and RTD within three Business Days of the Contractor having such actual knowledge. If, within three Business Days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, the Contractor shall terminate the agreement with the subcontractor; **provided** that the Contractor shall not be required to terminate such agreement with such subcontractor if, during such three Business Days after receiving the notice required in this Section 5.3.2.6, the subcontractor provides

information to RTD to establish that the subcontractor did not knowingly employ or contract with an illegal alien.

5.14.7 The Contractor shall cooperate and comply with any reasonable request the United States Department of Labor and Employment makes in the course of any investigation it undertakes.

5.14.8 This Section 5.7 shall not apply to any contracts for information technology services or products and services. *See* C.R.S. § 8-17.5-101(6)(b)(V).

5.15 No Federal Government Obligation. The Contractor acknowledges and agrees that, notwithstanding any concurrence by the United States federal government in, or approval of, the solicitation or award of this Contract, the United States federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTD, the Contractor, or any other party (whether or not a party to this Contractor) pertaining to any matter resulting from this Contract.

5.16 No Deemed Waivers; Remedies Cumulative. No failure or delay by either party in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. Notwithstanding any other provision of this Contract, the rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies that the parties would otherwise have.

5.17 Amendments. Neither this Contract nor any provision hereof may be waived, amended or modified except pursuant to an amendment in writing entered into by the parties.

5.18 Governing Law. This Contract shall be construed in accordance with, and this Contract and all matters arising out of or relating in any way whatsoever to this Contract (whether in contract, tort or otherwise) shall be governed by, the law of the State of Colorado.

5.19 Consent to Service of Process. Each party irrevocably consents to service of process by personal delivery, certified mail, postage prepaid or overnight courier. Nothing in this Contract will affect the right of any party to serve process in any other manner permitted by law.

5.20 Waiver of Consequential Damages. In no event, whether based on contracts, indemnity, warranty, tort (including, as the case may be, a party's own negligence) or otherwise, shall either party be liable to the other party for or with respect to any claims for consequential, indirect, punitive, exemplary, special or incidental damages, lost profits, lost revenues or otherwise; **provided**, however,

that this Section shall not limit a party's right to any damages (i) which are fines, penalties or other charges assessed by a Relevant Authority, (ii) which arise out of occurrences actually covered by any valid and collectible insurance maintained by either or both Parties or (iii) which are expressly provided for in this Contract, including Liquidated Damages.

5.21 Execution in Counterparts. This Contract (and each amendment, modification and waiver in respect of this Contract) may be executed and delivered in counterparts (including by email transmission), each of which will be deemed an original, but all of which when taken together shall constitute a single contract. This Contract shall become effective when it shall have been executed by each party and when each party shall have received counterparts hereof, which, when taken together, bear the signatures of the other party hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page to this Contract (including by facsimile or e-mail) shall be effective as delivery of a manually executed counterpart of this Contract.

5.22 Successor and Assigns. The Contractor shall not assign rights or delegate duties under this Contract (or subcontract any part of the performance required) without express, prior written consent of RTD. This provision shall not prohibit assignments of the right to payment to the extent permitted by law, provided that prior written notice of assignment adequate to identify the rights assigned is received by RTD. Such assignment shall not be valid until received by RTD and the Contractor assumes the risk that RTD receives such prior written notice of assignment.

5.23 Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5.24 Severability. Any provision of this Contract held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

5.25 Entire Agreement. This Contract embodies the entire agreement between the parties relating to the subject matter hereof and supersedes all prior commitments, agreements, representations, and understandings, whether oral or written, relating to the subject matter hereof, and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the parties hereto. All Attachments referred to herein are incorporated in this Contract by reference and constitute a part of this Contract.

5.26 Jurisdiction and Venue. The laws, regulations and rules of the State of Colorado govern the interpretation, execution and enforcement of this Contract without application of any choice of law rules that would apply the laws of any other state. Exclusive venue for any action related to performance of this Contract shall be the District Court of the City and County of Denver, State of Colorado.

5.27 Waiver. The waiver of any breach of a Contract term shall not be a waiver of any other term, or of the same term upon subsequent breach.

5.28 Joint and Several Liability. If Contractor is comprised of more than one legal entity, such as a joint venture, each such entity will be jointly and severally liable under this Contract.

Part 6 – Attachments

The following attachments are incorporated into the Contract by this reference.

Attachment A – Contract-Specific Requirements

A-1 General: Purpose and Definitions

A-2 Liquidated Damages and Performance Incentives.

A-3 Negotiated Pricing Schedule and Statement of Contact Costs.

A-4 Special Legal Terms.

A-5 Notice.

Attachment B – Scope of Work

B-1 Service Requirements.

B-2 Vehicles and Equipment.

B-3 Personnel.

B-4 Requirements for Uniforms, Service Equipment and Personal Appearance.

B-5 Standards of Conduct and Training.

B-6 Transition.

B-7 Compliance, Oversight, and Reporting.

Attachment C – RTD Reference Data

C-1 Background Information.

C-2 RTD Policies.

C-3 RTD Procedures.

C-4 RTD Forms.

Attachment D – Insurance and Bond Requirements

Attachment E – Disadvantaged Business Requirements [*reserved*]

Attachment F – RFP Documents

F-1 Instructions to Proposers.

F-2 Addenda.

F-3 Contractor Proposal.

F-4 Completed Certifications.

Attachment G – Federal Terms [*reserved*]

RTD Contracted Services Contract

Attachment A – Contract-Specific Requirements

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Attachment A-1 General: Purpose and Definitions

Section 1 Purpose and Background

1.1 Purpose. One of the purposes of public transportation services is to provide safe transportation. Accordingly, RTD selected a qualified contractor to provide armed uniformed security services to protect transit infrastructure and operations, which includes but is not limited to the light rail system, bus system and several RTD operating locations. The role of RTD's contracted security officers is to provide customer security, safety, and courteous service.

1.2 Background.

1.2.1 RTD. RTD was created in 1969 by the State General Assembly as a mass transportation planning agency for the Denver metropolitan area. RTD is a public body politic and corporate and a political subdivision of the State, organized and existing under the terms of the Act. In 1974, the Act was amended, and RTD became an operating entity charged with the responsibility of developing, maintaining, and operating a mass transportation system for the benefit of the inhabitants in its service area. The RTD service area encompasses portions of an eight-county region comprising the Denver metropolitan area, in which over one-half of the population of the State currently resides. RTD's mass transportation system promotes the public health, safety, convenience, economy, and welfare of the residents of the District and of the state of Colorado by providing safe, clean, reliable, affordable, and accessible service throughout the District.

1.2.2 Security Services. RTD deploys more than 270 full-time armed contracted security officers across the District. RTD currently subscribes to a hybrid security model of both sworn internal and external peace officers who are on-duty 24 hours per day and are strategically positioned in the District to support RTD and the contracted security force. RTD uses contracted security officers to perform the largest portion of security operations under the authority of the RTD Transit Police. Security operations includes enforcement of state laws relating to fare enforcement, RTD's Code of Conduct, and the protection of life and property.

Contracted security officers are expected to be engaged with the ridership and act as ambassadors to RTD stakeholders. RTD's security requirements include a full-time staff of supervisors and management support. All contracted security officers are required to be uniformed, armed, and outfitted with all of the equipment specified in Attachment B, Scope of Work. .

1.2.3 Pricing. The Contractor is required to provide RTD with an hourly billable rate per security office inclusive of all costs to perform the requirements of Attachment B, Scope of Work. The Contractor must not invoice RTD for any support positions, equipment, uniforms, benefits or vehicles. All Contract and operations support will be the sole financial responsibility of the Contractor.

1.2.4 Procurement for Contracted Services. RTD has implemented a procurement process for security services. The procurement process provides an equal opportunity for all businesses, including minority, women, and disadvantaged enterprises, to be considered by RTD in awarding the Contract. Through this uniform and transparent process, RTD gathers a diverse and competitive pool from which to select a qualified private contractor. Ultimately, the competitive procurement process allows RTD to negotiate a contract at the lowest possible cost in furtherance of the General Assembly's declaration that RTD provide affordable and safe transportation.

Section 2 Definitions

In addition to the terms defined in Section 1.2 of the Contract, the following terms have their respective meanings.

Cost Proposal means the pricing schedule attached to Attachment A, Negotiated Pricing Schedule and Statement of Contract Costs.

Post Orders means detailed description of duties and requirements for each post to be jointly developed by RTD and the Contractor.

Attachment A-2 Liquidated Damages and Performance Incentives

Section 1 Liquidated Damages

Pursuant to Section 3.3 of the Contract, RTD will apply the following Liquidated damages:

1. Five Hundred and no/100 Dollars (\$500.00) for failing to properly equip an office.
2. Five Hundred and no/100 Dollars (\$500.00) for each improper licensure.
3. Five Hundred and no/100 Dollars (\$500.00) for each officer with excessive hours on duty (more than 12 hours per day or more than 60 hours per week) not previously approved by RTD.
4. Five Hundred and no/100 Dollars (\$500.00) for each reassignment to duty of an officer previously suspended by RTD.
5. Five Hundred and no/100 Dollars (\$500.00) for assignment of an officer improperly trained or a nonqualified officer.
6. Five Hundred and no/100 Dollars (\$500.00) for failure to maintain proper insurance (public liability, worker's compensation, automobile insurance).
7. Five Hundred and no/100 Dollars (\$500.00) for failure to implement a drug and alcohol testing program that complies with 49 CFR Part 655.
8. Five Hundred and no/100 Dollars (\$500.00) for failure to certify compliance with 49 CFR Part 655 before December 31 of every year to the Substance Abuse Testing Coordinator for RTD.
9. Five Hundred and no/100 Dollars (\$500.00) for failure to submit the Management Information System reports not later than February 15 of every year to the Substance Abuse Testing Coordinator for RTD.
10. Five Hundred and no/100 Dollars (\$500.00) for each failure to cover a post after one-hour notification period.
11. Five Hundred and no/100 Dollars (\$500.00) for each officer who is late for duty.
12. Five Hundred and no/100 Dollars (\$500.00) for each failure to open a facility on-time.
13. Five Hundred and no/100 Dollars (\$500.00) for each occurrence of an officer asleep on duty.
14. Five Hundred and no/100 Dollars (\$500.00) for each occurrence of an officer abandoning duty during contracted time.

15. Five Hundred and no/100 Dollars (\$500.00) for violation of local, state, or federal law, regulation, or ordinance.

16. Five Hundred and no/100 Dollars (\$500.00) for each vehicle that is not properly as specified in Attachment B, Scope of Work.

Section 2 Performance Incentives

Pursuant to Section 3.3 of the Contract, RTD will apply the following Performance Incentives:

1. One thousand and no/100 Dollars (\$1000.00) for maintaining the same Contract Manager for a full calendar year.
2. One thousand and no/100 Dollars (\$1000.00) for maintaining the same Deputy Contract Manager for a full calendar year.

Attachment A-3 Negotiated Pricing Schedule and Statement of Contract Costs

For the satisfactory performance and completion of the Work under this Contract, RTD will pay the Contractor compensation as set forth herein. Capitalized terms shall have the meaning prescribed in the Contract, unless the context requires otherwise.

- A. Term.** Performance shall commence as of the date specified in the notice to proceed and shall expire 3 years after complete deployment of security services. Complete deployment of security service under this Contract will commence July 1, 2019. The Period of Performance may be extended, at RTD's sole option, as described below.
- B. Options and Pricing.** RTD shall have the unilateral right to exercise the options negotiated with the Contractor to extend the term of the Contract. This Contract has the potential for three (3) one-year options to extend the Period of Performance. RTD and the Contractor have negotiated options prices in accordance with the attached pricing schedule.
- C. Consideration.**
1. This is a labor-hour Contract with a maximum price not to exceed **\$67,716,988.56**, which within this price the Contractor agrees to complete the Work pursuant to the Contract. Compensation for Work shall be on a reimbursement basis and shall be the sum of negotiated labor hour rates as described herein. All estimated annual hours and estimated annual contract costs are estimates only and are subject to change based upon RTD security requirements in any given Contract year.
 2. The negotiated labor hour rates to be invoiced for Work under this Contract are detailed on the attached page(s), which are incorporated herein by this reference. Labor hour rates for option years are also provided. The labor hour rates shown are inclusive of all costs associated with all of the requirements in the Statement of Work.
 3. RTD will not pay the Contractor for any Work performed prior to the Period of Performance. RTD will not be required to pay any amount in excess of the Contract Cost unless the Contractor has secured a prior written amendment to this Contract providing for such increase.
 4. All labor hour rates, as they may be amended, will be inclusive of salaries, benefits, overhead, administration, profit and all costs associated with all the requirements in the Scope of Work. No labor hour charges may exceed the rates identified in this Statement of Contract Cost.
 5. All costs submitted by the Contractor for reimbursement, including costs incurred by any subcontractor performing under this Contract, must be allowable under the cost principles of the Federal Acquisition Regulation ("FAR"). Allowable costs shall be reasonable and meet accepted accounting principles, in accordance with FAR 48 CFR 31, specifically, subparts 31.105 and 31.2. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.
 6. RTD reserves the right to issue to the Contractor at any time a written notice of intent to disallow specified costs, whether incurred or planned for incurrence under this Contract, that are not allowable under FAR Part 31 or under the Contract. RTD will not reimburse any Contract Cost incurred by the Contractor or any subcontractors prior to the Effective Date unless those Contract Costs are incurred pursuant to RTD written Notice to

Proceed, and the Contract Costs are directly related to deliverable items set forth in the Statement of Work.

D. Invoicing. Not later than 10 days following the end of each calendar month within the Period of Performance, the Contractor must submit a monthly invoice for Work performed during the preceding month.

1. Invoices shall include:

- a) The Contractor's legal name;
- b) The Contract number;
- c) The invoice number;
- d) RTD Purchase Order Number;
- e) The period covered by the invoice;
- f) The total Contract Cost;
- g) The total amount due on the invoice, detailing each location and the associated hours and labor hour rates charged under the invoice; and
- h) All other information specifically required by the Scope of Work.

2. Submit invoices to:

Regional Transportation District
Attn: Accounts Payable

AP.Department@RTD-Denver.com

E. Payment. Payment of invoices will be made upon RTD's determination that all Work submitted for payment has been performed and all information and documentation required under the invoice and work order, if any, has been submitted. Payment will be made to the Contractor within 30 days after RTD approval of submitted invoices. The Contractor must pay its subcontractors for satisfactory performance of Work performed under this Contract within 15 days of receipt of payment by RTD for such Work.

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Attachment A-4 Special Legal Terms

Section 1 Duty to Protect Critical Infrastructure and Security Sensitive Information

4.1 Critical Infrastructure and Security Sensitive Information.

4.1.1 Definitions. For the purposes of this Contract, the following terms have the meanings prescribed herein.

4.1.1.1 Critical Infrastructure ("CI") shall mean those systems and assets, whether physical or virtual, so vital to RTD that the incapacity or destruction of such systems and assets would have a debilitating impact on RTD's security, economic security, the public health or safety, or any combination of those matters.

4.1.1.2 Critical Infrastructure Information ("CII") shall mean information, whether physical or virtual, not customarily in the public domain and related to the security of critical infrastructure or protected systems. CII consists of records and information regarding the design, construction, fabrication, maintenance, testing, or operation of CI, whether or not prepared by the Contractor. CII shall also include all information specified in Chapter I, Department of Homeland Security ("DHS"), Title 6 C.F.R 29.2 if provided by RTD to the Contractor.

4.1.1.3 Sensitive Security Information ("SSI") is information that is obtained or developed in the conduct of security activities, including research and development. Documents containing SSI are exempt from disclosure under Chapter XII Transportation Security Administration ("TSA"), DHS, Title 49 C.F.R. Parts 15 and 1520. SSI shall have the meaning set forth 49 C.F.R. 1520.5 and shall include, but not be limited to:

- a. Security screening information, including descriptions of a test object or test procedure for any device for the detection of any weapon, explosive incendiary or destructive device or substance; security training materials; identification of security personnel;
- b. Systems security information, including communications equipment such as computer systems, telephone systems, Automatic Vehicle Locator systems and programs integral to light rail switch and bus dispatch centers;
- c. Security programs and contingency plans;

- d. Security directives issued by TSA;
- e. Security inspection or investigative information;
- f. Threat information;
- g. Security measures; and
- h. Information circulars; performance specifications; vulnerability assessments.

4.1.2 "Authorized Persons" shall include only those persons with a "need to know," as defined in 49 CFR parts 15 and 1520, and who are authorized by virtue of their necessity to perform as required by the Contract.

4.1.3 Pursuant to the Contractor's Work for RTD under the Contract, the Contractor is receiving various documents or other records that may contain CII and/or SSI. The Contractor may plan, design, build and/or implement CI for RTD, and any information, whether physical or virtual, created during the development of CI contains either CII or SSI or both.

4.1.4 The Contractor, by accepting this Contract with RTD, agrees that it is responsible for the safe-keeping and non-disclosure of all documents containing CII and/or SSI. The Contractor must sign, and must require all subcontractors performing under this Contract to sign, a Confidentiality and Non-Disclosure Agreement in form and substance of the agreement in Attachment C-4.

4.1.5 The Contractor understands the following with respect to any documents, or information therein, that are provided by RTD, or which come into the Contractor's possession pursuant to the Contractor's Work for RTD:

4.1.5.1 Documents containing SSI:

- a. Shall bear a protective marking limiting distribution of these documents, which marking shall not be removed or altered in any way;
- b. Shall be controlled, handled, transmitted, distributed, and disposed of in accordance with 49 CFR 1520.9; and
- c. Shall not be released to the public or other personnel who do not have a valid "need to know" without prior approval in writing by TSA or the Secretary of DOT.

4.1.5.2 Documents containing CI and/or CII:

- a. These documents are considered by RTD to contain

information that is vital to the security and safe operation of RTD, whether or not these documents are otherwise classified by any other entity or law as containing such information.

- b. The use of the terms CI and CII by RTD does not imply and shall not be construed to compel or imply RTD's participation in any state or federal security reporting program.

4.1.6 The Contractor agrees to the following with respect to any documents containing SSI or CII that are provided by RTD, or which come into the Contractor's possession pursuant to the Contractor's Work for RTD.

4.1.6.1 The Contractor shall not photocopy or transmit electronically any documents containing SSI and/or CII unless strictly necessary for the performance of the contract under which the documents were initially distributed to the Contractor.

4.1.6.2 The Contractor will safeguard these documents and the information therein, to prevent inadvertent disclosure of them by keeping the documents, when not in use, in a secure container, such as a locked desk, file cabinet, or locked room.

4.1.6.3 The Contractor shall release these documents or the information therein to Authorized Persons only, such as a party, company, person, organization or entity that expressly serves the Contractor's obligations to RTD under its Contract with RTD, as determined by the Contractor's employee(s) with appropriate supervisory and decision-making authority.

4.1.6.4 The Contractor shall not release these documents or the information therein pursuant to any external request, whether purported to be under the Colorado Open Records Act or the Freedom of Information Act, without notifying RTD and providing the opportunity to protect these documents from disclosure. The Contractor shall notify RTD if a request is made for any documents containing CII and/or SSI if the request is made by anyone not an Authorized Person.

4.1.6.5 The Contractor shall notify RTD as soon as possible, and in no event later than 24 hours, after discovery that either SSI or CII has been disclosed to unauthorized persons. Unauthorized breach of the Contractor's security safeguards, whether physical or virtual, that may have allowed unauthorized persons to access CII or SSI shall be deemed a disclosure. The Contractor shall notify local police as well as RTD in the

event that any documents containing SSI have been disclosed in the course of theft.

4.1.6.6 RTD may request that the Contractor take measures to recover information, investigate thoroughly the extent of the breach and potential distribution of SSI and CII. If the breach was due to the fault of the Contractor, the Contractor shall indemnify RTD for all costs resulting from the breach; RTD may pursue additional legal remedies, as well.

4.1.6.7 The Contractor shall return, or destroy, CII and/or SSI documents following the completion of the Contract. Specifically, upon completion of the Contract and issuance of final payment to the Contractor, the Contractor may be directed by RTD to return to RTD, or to destroy, all or part of the CII or SSI in the possession of the Contractor.

4.1.6.8 If the Contractor is authorized to retain all or any portion of CII or SSI received in the course of the contract, whether for ongoing warranty or other work, the Contractor's duty to protect the information pursuant to this Section shall remain in full force and effect.

4.1.6.9 The Contractor's duty to protect CII and SSI extends to all Authorized Persons to whom such information has been disseminated by the Contractor in assembling the bid or proposal for this Contract. The Contractor is solely responsible for access to, handling and recollection of such information or materials. If CII or SSI is ordered returned or destroyed, the Contractor shall ensure that no physical or virtual copies remain in the Contractor's possession, or in the possession of any of its Authorized Persons.

4.1.7 Where the Contractor prepares, develops, designs, builds or implements CI or SSI for RTD, any resulting documents created by the Contractor containing CII and/or SSI, shall be safeguarded in the storage, transmission or retention by marking all such information, whether physical or virtual, with a statement that:

- a. The information contains SSI and/or CII; and
- b. The SSI and/or CII may be disclosed only to Authorized Persons and only for purposes of the performance of this Contract, making specific reference to the contract number.

4.1.8 The Contractor agrees that disclosure of CII or SSI to any unauthorized person, whether authorized by the Contractor or by theft or negligence, may be considered a breach of the contract. The Contractor further

agrees that RTD may seek appropriate legal remedies for any violation of this Section.

- 4.1.9** This Section, and all of the duties and obligations created by it, shall survive completion or termination of the contract for so long as the Contractor retains any RTD documents containing SSI and/or CII.

Section 2 Policies

- 4.2** The Contractor must establish and enforce anti-discrimination and anti-harassment policies and a code of conduct. The code of conduct must set forth the professional standards of conduct and behavior required of all Contract employees. Every security officer must be required to review and acknowledge by signature these policies prior to performing Work for this Contract.
- 4.3** Prior to the period of performance, the Contractor must provide RTD Deputy Chief of Police with a copy of any and all employee handbooks, policies, procedures, and codes of conduct. The Contractor must provide copies of any updates of these materials as applicable.

Section 3 Reporting Related Requirements

4.4 Requirements.

- 4.4.1** The Contractor must establish a confidential reporting system, such as a hotline, to allow any Contractor employee to report unlawful conduct or any other concerns or issues. The Contractor must provide the Contractor employee the option to remain anonymous.
- 4.4.2** The Contractor must establish, enforce, and promote a non-retaliation policy and company culture that strictly prohibits any retaliation against a Contract employee or any other individual who reports unlawful conduct or any other concerns or issues.
- 4.4.3** The Contractor must use, update, and maintain a software system to log security incidents related to the Work performed under this Contract. The software must be designed to support patrol, command staff, supervisory staff, and RTD. The Contractor must enter and record into the software system information about all security officer complaints, uses of force, and vehicle accidents, including the name of security officer(s) involved, date, time, details of the incident, and actions taken. The software must have the ability to analyze the incident data entered into the system and to identify security officers whose conduct and behavior may need to be evaluated further. The Contractor must use the IAPRO Blue Team software system or an approved equivalent.
- 4.4.3.1** The Contractor must submit a monthly report to RTD Deputy Police Chief with the names of any and all security officers who have been identified by the software system as needing

further evaluation as a result of a pattern of behavior or repeated conduct inconsistent with RTD's and the Contractor's policies and procedures. The monthly report must also thoroughly describe the steps or actions that Contractor has taken to remedy the conduct of the security officers who have been identified, including assignment of additional training and discipline.

Attachment A-5 Notice

In accordance with Section 1.8 of the Contract, the parties shall direct notice to the following:

To RTD:

RTD Project Manager
Robert Grado, Chief of Police
1660 Blake Street, BLK-43
Denver, CO 80202
Bob.grado@rtd-denver.com

RTD Contract Administrator
Linda Wells, Contract Negotiator
1660 Blake St., BLK-22
Denver, CO 80202
Linda.wells@rtd-denver.com

With a Copy to:
Office of General Counsel
1660 Blake St., BLK-23
Denver, CO 80202
Marisela.sandoval@rtd-denver.com

To Contractor:

Allied Universal Security Services Project Manager
Attn: Michael Daley, Business Development Manager
390 Union Blvd., Suite 410
Lakewood, CO 80228
Telephone: (720) 201-4109
Email: michael.daley@aus.com

Allied Universal Security Services, Regional Vice President
Attn: Jeremy Lee
390 Union Blvd., Suite 410
Lakewood, CO 80228
Telephone: (801) 631-7286
Email: Jeremy.lee@aus.com

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RTD Contracted Services Contract

Attachment B – Scope of Work

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DEPARTMENT OF HOMELAND SECURITY

SENSITIVE SECURITY INFORMATION



Warning: This record contains Sensitive Security Information that is controlled under 49 C.F.R. Parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know," as defined in 49 C.F.R. Parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 C.F.R. Parts 15 and 1520.

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RTD Contracted Services Contract
Attachment C – RTD Reference Data

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Attachment C-1 Background Information

1.1 Definitions. Listed below are definitions and acronyms and RTD-specific terms that are used throughout the Contract. Additional definitions are included in Attachment A.

- (1) **ANSI**. American National Standards Institute.
- (2) **DHS**. Department of Homeland Security.
- (3) **FRA**. Federal Railroad Administration.
- (4) **MUTCD**. Manual of Uniform Traffic Control Devices.
- (5) **NAS**. National Alert System.
- (6) **ISEA**. International Safety Equipment Association.
- (7) **Work**. The services to be performed as outlined in the Scope of Work/Services.

1.2 Vehicle Specifications. 2018 Ford Explorer Utility AWD Vehicle, or equal. 3.1 Engine: 3.7L V-6, normally aspirated gasoline engine with heavy-duty cooling system and engine oil cooler. 3.2 All-Wheel Drive (AWD). 3.3 Transmission: Six speed automatic heavy-duty calibration, column mounted gear selector and auxiliary oil cooler. 3.4 Heavy-duty fade resistant four wheel disc antilock brakes with power booster. 3.5 Heavy-duty power assist steering. 3.6 Tilt Steering Wheel. 3.7 Independent front and rear suspension. Front and rear stabilizer bars. 3.8 Five (5) tires, 245/55R18 BSW, "W" speed rated (includes spare). 3.9 Five (5) heavy-duty black steel wheels (includes spare). 3.10 Five (5) 5" center caps in lieu of 18" Wheel Covers (Includes spare). 3.11 220 Amp Alternator. 3.12 750 CCA (min.) battery. 3.13 speedometer certified for accuracy. 3.14 Speed control. 3.15 Air conditioning system with integral heater and defroster. 3.16 Electric rear window defroster. 3.17 AM/FM Stereo Radio. 3.18 Power adjustable brake and accelerator pedals. 3.19 Radio noise suppression bonding straps. 3.20 Power Windows and Door Locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position. 3.21 Rear inside door locks and handles fully operable. 3.22 Lift gate key lock cylinder and driver door key lock cylinder. 3.23 Single key locking system - Keyed alike to match existing fleet – no FOBS. Key number will be furnished on PO. 3.24 Heavy-duty front bucket seats without center console, designed for police usage and covered with heavy-duty cloth fabric. 6-way power adjusting driver's seat. 3.25 Heavy-duty vinyl bench rear seat in lieu of cloth. 3.26 Privacy glass for second and third row. 3.27 Driver and front passenger air bags, driver and passenger side curtain air bags and driver and front passenger seat mounted thorax air bags. 3.28 Vinyl floor covering, first and second row in lieu of carpeting. 3.29 Front License Bracket. 3.30 Spotlight provision, left hand with 6" LED Whelen spotlight. 3.31 Police power pigtail harness. 3.32 Pre-wiring for LED lamp, and speaker. 3.33 Courtesy lamps disabled when any door is opened. 3.34 First row red/white auxiliary dome lamp. 3.35 Red/white overhead dome lamp in cargo area. Page 10 of 13 3.36 Headlamp housing prep package (does not

include LED installed lights). 3.37 Standard production solid color exterior and standard interior trim (to be selected at time of award). 3.38 Left hand and right hand heated power adjusting outside side view mirrors. 3.39 Rear View Camera: 4" Display located in Center Stack. 3.40 Factory Installed Reverse Sensing System.

1.3 Bicycle Specifications.

BIKE SPECIFICATIONS

Safariland/Kona Patrol Bike - 29er	
FRAME MATERIAL	Kona® Race Light 7005 Aluminum Butted
Sizes	16", 18", 20", 22"
COMPONENTS	
Fork	RockShox™ XC 32 TK 29er 100mm
Crank	Shimano® FC552 with 42/32/24 Chainrings
B/B	Shimano® BB51
Pedals	Kona Jack Platform Pedal
Chain	KMC HG54
Cassette	Shimano® HG6210 (11-36)
F/D	Shimano® Deore
R/D	Shimano® SLX Shadow
Shifters	Shimano® Deore
Brake Calipers	Shimano® Hydraulic M446 Disc
Brake Levers	Shimano® Hydraulic M505
Front Brake Rotor	Shimano® RT51 Rotor, 180mm
Rear Brake Rotor	Shimano® RT51 Rotor, 160mm
Headset	FSA Integrated Tapered Headset
Handlebar	Kona® XC/BC Riser
Stem	Kona® XC
Seatpost	Kona® Double Clamp w/offset
Seat Clamp	Kona® QR
Grips	Velo Ergonomic
Saddle	Kona® Comfort
Rims	WTB SX23
Front Hub	Formula Disc
Rear Hub	Formula Disc
Spokes	Stainless 14g
Tires	Freedom Cruz Sport 29x2.0
Paint Color	Matte Black

Attachment C-2 RTD Policies

- 2.1 RTD Code of Conduct.** The RTD Code of Conduct sets forth rules prohibiting certain conduct that may adversely affect the use, operation, or occupancy of RTD vehicles (including RTD buses, access-a-Ride vehicles, call-n-Ride vehicles, light rail vehicles, and commuter rail vehicles), facilities (including bus and rail stations, parking facilities, bus stops, bus shelters, plazas and fountains, and administrative, operational and maintenance facilities), or property. Security officers will enforce RTD's Code of Conduct as a part of their duties under the Contract.

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Attachment C-3 RTD Procedures

3.1 Sensitive Security Information and Critical Infrastructure Information.

The Sensitive Information and Critical Infrastructure Information Procedure is intended to protect and prevent the unauthorized disclosure of certain RTD information that, if publicly released, would be detrimental to transportation security. The Procedure describes how RTD employees and contractors should protect, safely share, and destroy sensitive security and critical infrastructure information.

3.2 Fare Enforcement User Manual.

The Fare Enforcement Manual is a guide to the performance of fare enforcement duties for the Regional Transportation District. The duties of a fare inspector encompass all activities related to the enforcement of RTD's "Proof of Payment Fare System for Buses and Trains." Fare inspection activities must be conducted in a businesslike, courteous manner and with sensitivity to the varying needs of RTD patrons. Fare inspection activity shall be enforced consistently and in accordance with RTD policy. Security officers must follow the guidelines and examples of proper fare, transfers and passes as written in the most recent copy of the "RTD Trailblazer" Bus Operators Guide.

3.3 iPhone and Citation Procedure.

The iPhone and Citation Procedure is procedure governing the use and handling of iPhones issued to security officers and used to issue citations and outlining how to properly complete citations. Security officers who are issued iPhones must strictly adhere to this procedure.

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Attachment C-4 RTD Forms

4.1 Attached are samples of the following forms:

1. RTD Confidentiality and Non-Disclosure Agreement
2. RTD Background Investigation Certification
3. RTD Board Report Statistics
4. RTD Bus Checks Log

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT –**Confidential Information and Sensitive Security Information****1. Acknowledgements and Representations.**

- a. I, _____, am an employee or authorized agent of [_____ Contractor Name _____] ("Contractor") having its principal place of business at: [_____ Contractor Address _____], [_____ City _____], [_____ State _____], [_____ Zip Code _____].
- b. I understand that by virtue of my contractual relationship with RTD, I may have access to certain information that is highly confidential to RTD or that is vital to the security of RTD's transportation system.
- c. I have read this Confidentiality and Non-Disclosure Agreement (the "Agreement") and agree to comply with the terms and conditions of this Agreement and to protect the confidentiality and security of such information.

2. Definitions.

- a. **"Confidential Information"** as used in this Agreement, means (i) any document marked as "Confidential" on its face or designated as such in RTD's policies and procedures; (ii) any information disclosed orally and designated as "Confidential" at the time of disclosure; and (iii) any trade secrets, access and source codes concerning RTD systems and property, pricing and technical information, and proprietary information. Confidential Information does not include documents or information that are known publicly unless disclosed as a result of improper action or inaction, or is approved for release in writing by an authorized representative of RTD.
- b. **"Sensitive Security Information"** as used in this Agreement, is information that is obtained or developed in the conduct of RTD's security activities, including research and development, and shall have the meaning set forth 49 C.F.R. Parts 15 and 1520.

3. Nondisclosure; Protection of Information.

- a. I will not disclose CI or SSI (i) to any employee unless such employee needs access to the CI or SSI to perform work for RTD and such employee has executed a non-disclosure agreement in the form and substance of this Agreement, or (ii) to any third party without prior written consent by an authorized representative of RTD. Notwithstanding the foregoing, I may disclose CI or SSI as required by applicable law or by proper legal or governmental authority, provided that I give RTD prompt written notice of

any such demand and reasonably cooperates with RTD in any effort to seek a protective order or otherwise contest such disclosure.

- b. Without limiting the generality of Section 3.a, I agree that I am familiar with and will handle and protect CI and SSI with reasonable care in accordance with RTD's relevant policies and procedures. I agree that I will promptly notify an authorized representative of RTD of any misuse, misappropriation or unauthorized disclosure of CI or SSI, and will take all reasonable steps to protect any further unauthorized disclosure.
- c. I will not alter or remove markings, which indicate a category of information or require specific handling instructions, without the express written consent of RTD.
- d. I will not make copies of the CI or SSI provided to me or otherwise duplicate the information contained therein.

4. Remedies.

- a. Any violation of the terms and conditions of this Agreement may result in cancellation of my access to the information covered by this Agreement and may be cause for RTD to prohibit me from performing any work for RTD and removing me from RTD property.
- b. I further understand that RTD may seek appropriate legal remedies for any violation of the terms and conditions of this Agreement. In addition to any other remedy, RTD may be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security. I also agree that breach of this Agreement may cause RTD irreparable injury for which monetary damages would not provide adequate compensation.

5. Termination and Return. The terms of this Agreement will remain in effect so long as I am performing work for RTD on behalf of Contractor or so long as I have access to the CI or SSI. Upon termination of this Agreement, I will return all copies of CI or SSI in my possession to RTD.

6. Retention of Rights. RTD retains all right, title and interest in and to all CI and SSI.

Signature
Name (printed):
Title:

Date _____

For RTD use only.

Contract Number:	Title of Contract:	Contractor:
Responsible Department:	Project Manager:	

BACKGROUND INVESTIGATION CERTIFICATION

I, a duly authorized representative of the Contractor, hereby certify that the following individuals, who will perform work under the Contract, have successfully passed a criminal background check in accordance with the Contract.

Name	Position	Date Passed

FOR CONTRACTOR:

Signature

Date

Name (please print)

Title (please print)

NAME OF CONTRACTOR: _____
(please print)

RTD Contract No. 18DO007

BOARD OF DIRECTORS REPORT

To:

From:

Date:

Subject:

Date:

GM

Board Meeting Date:

Information

DISCUSSION:

Fare Enforcement Statistics

Fare inspectors, security officers, street supervisors, and police officers, conduct fare inspection on-board buses and light rail vehicles. RTD's policy is to provide a warning to first time offenders and then to issue a citation if that person is contacted a second time without fare. The table below shows the actual number of patrons without fare that resulted in warnings or citations. The variation in numbers from month to month may be due to several factors: special events or other security-related incidents.

Fare Inspection	July	August	September
Warnings			
Citations			
Totals			

Light Rail Station, Commuter Rail Platform and Fare Task Force On-board Enforcement

Transit security officers are assigned to Light Rail and Commuter Rail to check for proper fare and to provide security. The table shows how many patrons were contacted for the quarter and the percentage of patrons that did not present valid fare. There is also a designated transit security officer fare task force, whose duties are to only ride light rail vehicles and concentrate on fare related issues throughout the service area.

Light Rail

Number of Patrons 3rd Quarter 2017		
Patrons Checked	Without Fare	% Fare Evasion
Number of Patrons 2017 Yearly Total		
Patrons Checked	Without Fare	% Fare Evasion

Commuter Rail

Number of Patrons 3rd Quarter 2017		
Patrons Checked	Without Fare	% Fare Evasion
Number of Patrons 2017 Yearly Total		
Patrons Checked	Without Fare	% Fare Evasion

Fare Task Force

Number of Patrons 3rd Quarter 2017		
Patrons Checked	Without Fare	% Fare Evasion
Number of Patrons 2017 Yearly Total		
Patrons Checked	Without Fare	% Fare Evasion

Totals

3 rd Quarter Totals		
Patrons Checked	Without Fare	% Fare Evasion
Number of Patrons 2017 Yearly Total		
Patrons Checked	Without Fare	% Fare Evasion

RTD's Step on- Step Up Program

Officer(s) Name:
Beginning of shift
End of Shift

Date:
PDA#: _____
Radio:

	Time	Direction	Location	Bus #	Route #	Block #	Comments/Actions taken
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
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RTD Contracted Services Contract

Attachment D – Insurance and Bond Requirements

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Attachment D-1 Insurance Requirements

General

Contractor shall procure and maintain, and shall require that its **Subcontractors** purchase and continuously maintain in full force and effect for the Contract period specified herein, all insurance policies specified in this Exhibit. The Contractor shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

The insurance required hereunder shall not be interpreted to relieve the **Contractor** of any obligations under the Contract and liability of **Contractor and Subcontractors** under this Exhibit shall not be limited to coverage provided under said insurance policies. The **Contractor and Subcontractors** shall remain solely and fully liable for all deductibles / Self Insured Retentions (SIR's) and amounts in excess of the coverage actually realized.

Commercial General Liability Insurance

The **Contractor and Subcontractors** shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury. By its terms or appropriate endorsements such insurance shall include the following coverage: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations. The exclusion for Expected or Intended Injury should not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property and shall be documented on the Certificate of Insurance.

Amount of Coverage:	\$1,000,000 per occurrence
	\$2,000,000 aggregate

Automobile Liability Insurance

The Contractor and Subcontractors shall provide Automobile Liability Insurance insuring against claims for bodily injury and property damage arising out of the ownership, maintenance or use of all owned/leased as well as hired and non-owned vehicles used in the performance of the Work.

Amount of Coverage:	\$1,000,000 combined single limit
---------------------	-----------------------------------

Workers' Compensation and Employer's Liability Insurance

The **Contractor and Subcontractors** shall provide Workers' Compensation Insurance sufficient to meet its statutory obligations to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death).

The **Contractor and Subcontractors** shall provide Employer's Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee.

Amount of Coverage: \$1,000,000 bodily injury by accident
 \$1,000,000 bodily injury by disease
 \$1,000,000 policy limit

Umbrella/Excess Liability

The **Contractor and Subcontractors** shall provide Umbrella/Excess Liability insurance limits as follows:

(Contracts \$5,000,000 and under)
Amount of Coverage: \$5,000,000 per occurrence
 \$5,000,000 aggregate
(Contracts above \$5,000,000)
Amount of Coverage: \$10,000,000 per occurrence
 \$10,000,000 aggregate

This excess insurance shall be at least as broad as the **Contractor's and Subcontractors'** primary Commercial General Liability, Commercial Auto Liability and Employer's Liability insurance. The above insurance levels may be met through any combination of general liability insurance and excess liability/umbrella insurance so long as the total amount meets the stated requirements.

Professional Liability

This insurance requirement applies when a supplier has a professional designation or license and/or is providing professional services. The minimum limit for architects and engineers is \$5,000,000 per occurrence and in the aggregate and may be increased depending upon the nature of the services to be provided to RTD.

The **Contractor and Subcontractors** shall provide Professional Liability Insurance covering liability arising out of any negligent act, error, mistake or omission in the performance of Contractor's services under this Contract. This insurance is to be maintained for the duration of the Contract and for a minimum of two (2) years following completion of this Contract.

(Contracts \$1,000,000 and under)
Amount of Coverage: \$2,000,000 per occurrence
 \$2,000,000 aggregate
(Contracts above \$1,000,000)
Amount of Coverage: \$5,000,000 per occurrence
 \$5,000,000 aggregate

Cyber Risk Insurance

This insurance requirement applies when a third party will be using, storing or accessing private, confidential or protected information on behalf of RTD. This insurance shall be maintained for the duration of the Contract and a minimum of two years following its termination.

Amount of Coverage: \$2,000,000 per occurrence
\$2,000,000 aggregate

Coverage to include:

Network Security & Privacy
Media Liability
Regulatory Defense & Penalties
Privacy Breach Costs
PCI Fines and Penalties
Data Restoration
Network Business Interruption
Cyber Extortion

Endorsements, Waivers and Related Requirements

Prior to performing any Work, the **Contractor** agrees to furnish RTD with a certificate of insurance for each of the Contractor's and its' Subcontractors' policy(s).

All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. All insurance companies shall provide RTD with 30 days' advance notice of cancellation of policies by Registered or Certified mail. The Contractor shall be responsible to immediately notify RTD in writing of any changes or cancellations of its insurance, or the Contractor may be found in breach of the Contract and the Contract could be terminated. Any notice of cancellation shall be provided to the Contract Administrator designated for Notices on the Contract Award and Signature page. Such notice requirement does not waive the insurance requirements contained herein.
2. For the insurance specified herein, RTD and its members, directors, officers, employees and agents shall be named as an additional insured (except Workers' Compensation).
3. For claims covered by the insurance specified herein, said insurance coverage shall be primary and non-contributory insurance with respect to the additional insured parties, and their members, directors, officers, employees and agents.
4. The insurance specified herein shall contain a waiver of subrogation in favor of RTD as set forth below:

"All policies of insurance carried by the **Contractor or Subcontractors** pursuant to this Contract shall expressly waive any right on the part of their insurer(s) against RTD and its members, directors, officers, employees and agents, which right, is hereby expressly waived to the full extent permitted by law."

5. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The amount of insurance must be "at least" equal to the limits of liability shown herein.

Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have at a minimum an AM Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) or equivalent from similar rating agency and shall be subject to approval by **RTD**. Each insurance company's rating as shown in the latest AM Best Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

Premiums, Deductibles and Self-Insured Retentions

The **Contractor and Subcontractors** shall be responsible for payment of premiums for all of the insurance coverages required hereunder. The **Contractor** further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the **Contractor or Subcontractors** are responsible hereunder, the **Contractor** shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$25,000 in the **Contractor's and Subcontractors'** insurance must be declared and approved in writing by **RTD**.

Certificate of Insurance

The **Contractor** will deliver to the Contract Administrator designated for Notices on the Contract Award and Signature page a certificate of insurance with respect to each required policy to be provided by the **Contractor and Subcontractors**. The required certificates must be signed by the authorized broker or agent representative of the insurance company shown on the certificate and authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements, waivers, and related requirements described above shall be attached to the certificates of insurance when submitted to **RTD**. A certified, true and exact copy of each insurance policy (including renewal policies) required under this contract shall be provided to **RTD** if so requested.

Renewal Policies

The **Contractor** shall promptly deliver to **RTD** a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to **RTD** not less than 30 calendar days prior to the expiration date of any policy.

No Recourse

There shall be no recourse against **RTD** for the payment of premiums or other amounts with respect to the insurance required from the **Contractor**.

Failure to Provide or Maintain Insurance Coverages

The **Contractor's and Subcontractor's** failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract. In addition to the remedies that **RTD** may have under the insurance specified herein, **RTD** may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the **Contractor and Subcontractors**) or procure substitute insurance. The **Contractor** is responsible for any costs incurred by **RTD** in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the **Contractor and Subcontractors**.

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Attachment D-2 Bond Requirements

DISHONESTY BOND:

An Employee Dishonesty Bond in the amount of \$100,000 is required for all personnel assigned to cover RTD's Treasury Post. RTD's Treasury Post requires security officers to transport sealed and locked containers containing currency and other valuables. Security officers will not be exposed to open containers of loose currency. RTD will require an RTD Treasury employee to perform any work requiring the opening of a sealed container or equipment containing currency or other valuables. Given the sensitive nature of the Treasury Post position, the Contractor must obtain an employee dishonesty bond for all personnel assigned to cover this post. The cost for employee dishonesty bonds shall be included into the Contracted hourly rate. Proof of coverage must be submitted to RTD.

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RTD Contracted Services Contract

Attachment E – Disadvantaged Business Requirements [*reserved*]

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RTD Contracted Services Contract

Attachment F – RFP Document

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RTD Contracted Services Contract
Attachment F-1 Instructions to Proposers

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A REQUEST FOR PROPOSALS (RFP)

FOR

PROFESSIONAL SERVICES

**CONTRACTED SECURITY SERVICES for the LIGHT RAIL SYSTEM, COMMUTER
RAIL SYSTEM, BUS SYSTEM and SEVERAL RTD OPERATING LOCATIONS**

**SCOPE OF WORK PROVIDED AT PRE-PROPOSAL BRIEFING (12/17/2018), MUST
ATTEND IN PERSON**

**REGIONAL TRANSPORTATION DISTRICT
(RTD)**

1660 BLAKE STREET

DENVER, COLORADO 80202-1399

RFP NO. 18DO007

12/4/2018

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- The Scope of Work and Contract Cost Form have been designated and marked as Sensitive Security Information by RTD's Chief of Police. To obtain a copy of the Scope of Work and Contract Cost Form, prospective proposers will be required to attend the Mandatory Pre-Proposal Briefing (or to schedule a meeting with the Contract Negotiator on or before December 20, 2018) and to sign this Confidentiality and Non-Disclosure Agreement.

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INSTRUCTIONS TO PROPOSERS

INSTRUCTIONS TO PROPOSERS**RFP SUMMARY****A. RFP Schedule**

12/4/2018	RFP advertised and made available to prospective proposers.
12/17/2018 10:00 a.m.	A Mandatory Pre-Proposal Briefing will be held at RTD's Administrative Offices, 1660 Blake Street, Denver, Colorado. Prospective proposers must attend this briefing in-person to be eligible to move forward in the process. At the mandatory briefing, prospective proposers will be able to obtain a detailed Scope of Work (SOW) and Contract Cost Form for this RFP, which have been designated as Sensitive Security Information (SSI) given the nature of this RFP. An employee or authorized agent of the prospective proposer must provide a state issued identification card and sign a Non-Disclosure Agreement (NDA) to receive the SOW and Contract Cost Form for this RFP. The employee or authorized agent must be authorized to execute the NDA on behalf of the prospective proposer and to bind the prospective proposer to the terms and conditions of the NDA. If a prospective proposer is unable to attend the mandatory briefing, the prospective proposer must contact the Contract Negotiator to schedule a meeting, on or before December 20, 2018, in order to obtain the SOW and Contract Cost Form and to be eligible to submit a proposal.
12/21/2018	Inquiry Period: Written questions from prospective proposers are to be received by close of business. Questions must be directed to Linda Wells, Contract Negotiator.
12/31/2019	RTD sends responses to written questions, if any, to all prospective proposers.
01/14/2019 3:00 p.m. prevailing local time	Proposals due: Written proposals must be received by Contracts and Procurement, RTD, 1660 Blake Street, Denver, Colorado 80202-1399. Every page of every copy of the proposal must be marked as SSI in accordance with RTD's Sensitive Security Information and Critical Infrastructure Information Procedure.

Estimated for Week of 01/21/19	Oral presentations by selected finalists will be held at RTD, 1660 Blake St., Denver, Colorado 80202.
Estimated for 01/31/2019	RTD anticipates making final selection.

- B. Services** – RTD is seeking proposals from qualified firms to provide Contracted Security Services for the Light Rail System, Commuter Rail System, Bus System and Several RTD Operating Facilities.
- C. Cost Type** – Payments are anticipated to be made on a Fixed Price Labor-Hour basis.
- D. Award of Contract** – Award of a Contract from this RFP will be based upon “best value” competitive proposal procedures. Proposers will be evaluated on cost and qualifications including experience with similar size and scope operations, experience writing state citations, key personnel experience, firms training programs, supervision and chain of command approach, officer compensation, recruitment and retention plans. See **AWARD PROCESS**, Section A, Evaluation Criteria.
- E. Period of Performance** – Subject to the Termination provision, performance shall commence as of the date specified in the notice to proceed or, if no date is specified, upon Contractor’s receipt of notice to proceed and shall expire 3 years after complete deployment of security service. Complete deployment of security service under this contract will commence July 1, 2019. There are three (3) one-year options to extend the period of performance.
- F. Options for this Contract** – There are three (3) one-year options to extend the period of performance.
- G. Disadvantaged and Small Business Requirement for Contracts with No SBE Goal:** RTD has not specified a SBE participation goal for the Work to be performed under the resulting Contract. However, RTD encourages proposers to pursue subcontracting, mentoring, joint venturing, teaming and partnering opportunities with SBE firms in the ordinary course of its business/teaming strategies. To date, RTD has achieved greater than 20% SBE participation on its overall FasTracks SBE Program. Proposers are encouraged to create a level playing field to the maximum practical extent consistent with the objectives and requirements of the RTD SBE program based on federal regulations codified at 49 CFR Part 26 and RTD’s SBE Program Policy. Furthermore, proposers are to submit a general workforce breakdown for their company (including affiliates) and the project specifically (**Enclosure 5: Employer Certification of Workforce**). RTD is an equal opportunity employer and also operates a successful Small Business Office. Therefore, RTD expects proposers to demonstrate the same meaningful level of commitment to diversity from businesses that participate in RTD’s procurement process.
- H. Proposals shall be valid for a duration of no less 180 days from proposal due date.**

GENERAL INSTRUCTIONS

A. General.

1. Provide approximately 11,000 hours of weekly uniformed, armed transit security services and fare enforcement for the entire light rail and commuter rail alignments, bus system, and RTD operations and facilities as detailed in the Scope of Work. A three (3) year contract will be awarded starting with complete deployment of security services on July 1, 2019. There are three (3) one-year options to extend the period of performance.

2. Sensitive Security Information. The Scope of Work (SOW) and Contract Cost Form for this RFP contains detailed information about RTD's security model, the disclosure of which would be detrimental to transportation security. Therefore, RTD's Chief of Police has designated and marked the SOW and Contract Cost Form as Sensitive Security Information (SSI) pursuant to 49 C.F.R. Parts 15 and 1520 and RTD's Sensitive Security Information and Critical Infrastructure Information Procedure. Any documents or information marked as SSI must be handled in accordance with RTD's Sensitive Security Information and Critical Infrastructure Information Procedure.

3. Option(s). RTD has included the potential for options on this Contract, therefore, proposals should be adjusted to cover such option(s). The option quantities or periods contained in the proposer's proposal shall be evaluated in order to determine Contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered "sole source" procurements. RTD will evaluate offers for award purposes by adding the total proposed price for all options to the total proposed price for the initial term of the Contract. Award of a Contract containing options shall not obligate the RTD to exercise such option(s).

4. Brand Name or Equal. If an item in this Solicitation is identified as "brand name or approved equal," the purchase description reflects the characteristics and level of quality that will satisfy RTD's needs. The salient physical, functional, or performance characteristics that "approved equal" products must meet are specified in the Solicitation. To be considered for award, offers of "approved equal" products, including "approved equal" products of the brand name manufacturer, must meet the salient physical, functional, or performance characteristic specified by this Solicitation; clearly identify the item by brand name, if any, and make or model number; include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and clearly describe any modifications the proposer plans to make in a product to make it conform to the Solicitation requirements. The proposer must also mark any descriptive material to clearly show such modifications. RTD will evaluate "approved equal" products on the basis of information furnished by the proposer. Requests for approved equals must be received by Linda Wells, Contract Negotiator, in writing during the Inquiry Period stated in the RFP Schedule. Any request for an approved equal must be fully supported with technical data, test results, or other pertinent

information as evidence that the substitute offered is equal to or better than the Specification requirement. In addition, any test requirements in the Specifications that pertain to an item under consideration for approved equal must be submitted with the request for approved equal. Decisions of the RTD shall be reduced to writing by the Contract Negotiator, and shall be final. Responses to requests for approved equals will be issued by Addendum per the RFP Scheduled date for responses to questions.

5. The Proposal Contents Checklist, attached to these instructions, is included for the proposer's convenience. Each proposer is solely responsible for submitting any necessary forms and certifications that may be required by the Contract.

6. The RTD Contracted Services Contract included with this RFP is a copy of the Contract contemplated for award substantially in the form to be executed.

7. A list of all holders of the RFP is available for view and/or print on the RTD website. The list is obtainable from the RFP advertisement date through the RFP close date.

B. Addenda to RFP. In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposer to make an adequate interpretation of the provisions of this RFP, an addendum to the RFP will be provided to each recipient of this RFP. Addenda to this RFP may be designated and marked as Sensitive Security Information in the sole discretion of RTD's Chief of Police. If an addendum is marked as SSI, only prospective proposers who have received the RFP **and** who have signed an NDA will be provided with the addendum. Addendum marked as SSI will be uniquely numbered and assigned to prospective proposers who have received the RFP **and** who have signed an NDA. Any addenda marked as SSI must be handled in accordance with the terms of the NDA and RTD's Sensitive Security Information and Critical Infrastructure Information Procedure.

C. Inquiries. Questions about RTD and this RFP shall be directed, **in writing**, to:

Linda Wells, Contract Negotiator
Regional Transportation District
1660 Blake Street
Denver, CO 80202-1399
FAX (303) 299-2010
Linda.wells@rtd-denver.com

1. From the issuance date of this RFP until RTD selects a Proposal for award, Linda Wells, Contract Negotiator, is the sole point of contact for RTD and RTD's project team members concerning this RFP. Any violation of this condition may cause for RTD to reject the offending Proposer's Proposal. If RTD later discovers that the Proposer has engaged in any violations of this condition, RTD may reject the offending Proposer's Proposal or rescind its contract award. Proposers must agree not to distribute any part of their Proposals beyond RTD. A Proposer who shares information contained in its Proposal with other RTD personnel, RTD project team

members, RTD board members, and/or competing Proposer personnel may be disqualified.

2. RTD will not respond to any questions regarding this RFP until the Mandatory Pre-Proposal Briefing. Any questions by proposers must be submitted in writing, whether hard-copy, facsimile or e-mail submission. **All requests for clarifications and/or changes to the form of the Contract, including suggested changes to the terms and conditions, must be made during the Inquiry Period.** RTD has no obligation to respond to questions or requests for clarifications or amendments that are not submitted in writing, nor to those submitted outside of the Inquiry Period. Except as provided below, RTD's responses to all inquiries properly submitted will be answered in the form of an addendum that will be provided to each recipient of this RFP unless the addendum is designated and marked as SSI in the sole discretion of RTD's Chief of Police. If an addendum is marked as SSI, only prospective proposers who have received the RFP **and** who have signed an NDA will be provided with the addendum. Addendum marked as SSI will be uniquely numbered and assigned to prospective proposers who have received the RFP **and** who have signed an NDA. Any addenda marked as SSI must be handled in accordance with the terms of the NDA and RTD's Sensitive Security Information and Critical Infrastructure Information Procedure.
3. Attendance at the **Mandatory Pre-Proposal Briefing** ("Briefing") is required to obtain a detailed SOW and Contract Cost Form and to be eligible to submit a proposal for this RFP. RTD has designated and marked the SOW and Contract Cost Form as Sensitive Security Information (SSI). To ensure that this SSI is safeguarded, an employee or authorized agent of the proposer will be required to attend the Briefing in-person. **At the Briefing, the employee or authorized agent must present a state-issued identification card and sign an NDA in order to receive a copy of the SOW and Contract Cost Form, which will be uniquely numbered and individually assigned.** The employee or authorized agent must be authorized to execute the NDA on behalf of the prospective proposer and to bind the proposer to the terms and conditions of the NDA.
4. Due to the sensitive nature of the SOW, there may be answers to some questions asked at the Briefing that may be deemed SSI in the sole discretion of RTD's Chief of Police. RTD will not answer any questions deemed SSI in the public forum of the Briefing. Any answers deemed SSI will be provided in a uniquely numbered and assigned addendum to all prospective proposers in accordance with Section C.2 above.
5. Prospective proposers that attend the Briefing, will receive: (1) a copy of the minutes; (2) answers to all questions presented in accordance with Section C.2 above; (3) a listing of all recipients of the RFP (current to date of Briefing), and (4) a copy of the sign-in sheet from the Briefing. RTD's Sensitive Security Information and Critical Infrastructure Information Procedure, which outlines the handling procedures for the SOW and Contract Cost Form and any other materials provided that are marked as SSI, is provided as part of this RFP. **All copies of the SOW, Contract Cost Form, and any other materials provided that are marked as**

SSI must be returned by the "Proposal Due Date," even if the proposer chooses to withdraw from the process. Proposers must return to RTD their uniquely numbered SOW, Contract Cost Form, and any other materials provided that are marked as SSI with their proposal or, if no proposal is submitted, in an opaque envelope mailed via U.S. First-Class Mail or other traceable delivery service. The outside wrapping (i.e. box or envelope) should not be marked as SSI.

6. Because the SOW and Contract Cost Form have been designated and marked as SSI, proposals made in response to this RFP will be designated as SSI and considered **exempt** from the Colorado Open Records Act, CRS 34-72-200.1 *et seq.* (as amended).

PROPOSALS

A. Submission Requirements.

1. Any alteration, interlineation, or erasure by the proposer in the form of the RFP documents as originally prepared by RTD shall render the accompanying proposal non-responsive and may constitute cause for rejection. Conditional proposals or those that take exception to the RFP documents or Scope of Work/Services may be treated as non-responsive.
2. **SSI Markings.** **Every page of every copy of your proposal**, whether physical or electronic, **must be marked as Sensitive Security Information** in accordance with Section 5.2 of RTD's Sensitive Security Information and Protected Critical Infrastructure Information Procedure.
3. **Proposal Submission.** RTD's Contract Negotiator, Linda Wells, must receive:
 - a) **One (1)** original copy of your technical proposal in paper format;
 - b) **Eight (8)** copies of your technical proposal in paper format, marked "copy y of x";
 - c) **One (1)** electronic copy of the technical proposal (thumb drive or disk) in Adobe PDF format that is in compliance with The Rehabilitation Act of 1973, 29 USC 701, Section 508, which requires that the document be readable by all, including those with disabilities, and marked as such;
 - d) Portable drives including "flash" or "thumb" drives should not themselves be marked SII, but the drive itself should be encrypted or all SSI documents stored on it should be password-protected.
 - e) **One (1)** paper copy of the cost proposal;
 - f) **One (1)** paper copy of all RTD-required forms and certifications to be completed and submitted with Proposal.

Your proposal and/or uniquely numbered and assigned Scope of Work, Contract Cost Form, and addenda marked SSI must be received no later than the time and date set forth in the RFP Schedule. Proposals received by RTD after the time and date specified shall be considered non-responsive and will not be returned to the proposer.

4. Signatures. Proposals must be signed by a duly authorized official of the firm. Proposals submitted by consortiums, joint ventures, or teams, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each submittal should indicate the entity responsible for execution on behalf of the consortium, joint venture, or team.
5. Proposal Format.
 - a) **Cost proposals MUST be submitted in a sealed envelope.**
 - b) Technical proposal responses should not exceed 30 single-sided pages. (One "page" is defined as one standard 8½ x 11 inch sheet of paper in Times New Roman, in no less than twelve-point font.) All charts, graphic displays, *etc.*, must be of readable size. Foldouts to illustrate particular items are permitted, but will be included in page count. Cover letters should be no longer than two pages.
 - c) The proposal shall be bound, with tabs at the beginning of each section.
 - d) Submission of standard promotional material and corporate literature not specifically requested by RTD is discouraged. Any such information may not be fully considered in the evaluation.
 - e) Electronic copies will contain the same information as the hard copy of the technical proposal and shall be in Adobe PDF format that is in compliance with The Rehabilitation Act of 1973, 29 USC 701, Section 508, which requires that the document be readable by all, including those with disabilities, and marked as such.

B. Content Requirements.

1. All proposals must include the signed Addenda acknowledgement listing all addenda received. Failure to provide this acknowledgement form or to list all addenda may cause the proposal to be rejected as non-responsive.
2. In addition to any information required by the Scope of Work/Services, all proposals shall contain and will be evaluated based on the following sections:
 - a) A cover letter (**maximum two pages**) briefly describing the firm or firms (including subcontractors, if any) on the proposed project team, referencing the RFP by name and number.
 - b) A detailed technical proposal (**maximum 30 pages**) in narrative form including the following items in the order listed below and shall not exceed 30 pages, excluding attachments. Items that will not be counted in the 30 page limit are: the firm's cover letter, resumes, Tables and certifications. Proposals shall address the following:
 - (i) Completed Table 1 (included in Proposers Content Checklist herein), Company Experience Providing Armed Security Services, detailing the firms armed security contract experience for a minimum of five contracts.

- (ii) Completed Table 2, Key Personnel Managing and Supervising Armed Security Services, detailing the experience of the firm's key personnel in managing and supervising armed security contracts,
- (iii) Completed Table 3, Firm's Training Program, detailing the hours of training received by officers.
- (iv) Completed Table 4, Supervisor and Officer Compensation Program, detailing the firm's officer compensation program.
- (v) Documentation in support of Tables 1 through 4 above:
 - Detailed descriptions of the contracts listed in Table 1 describing the scope of the Contract and specific security officer duties and activities.
 - Resumes of Key Personnel listed in Table 2.
 - Detailed description of the firm's training program including topics covered and number of hours per topic received by officers in training prior to assignment, per Table 3.
 - Detailed description of the firm's weapons training and qualifications program including an example of qualification document detailing the qualification requirements, number of rounds for qualification, and criteria for passing or qualifying.
 - RTD provides all employees with a comprehensive health, wellness and Personal Time Off benefits package. Provide a chart detailing the benefits offered and whether they are offered at the expense of the employee or employer. If any benefit is at the expense of the employee, detail the monthly cost per benefit to the employee.
 - Officer Recruitment and Retention Plan. As of October 2017 the Denver metro area was at a 2.1% unemployment rate. Compensation and benefits are vital to quality recruitment and retention of security officers. As of May 2016 the U.S. Bureau of Labor Statistics reports that the median hourly wage for security officers in the transportation services industry receive an average of \$16.84 per hour. Competitive armed security positions within the Denver metro area provide hourly wages above \$21.00 per hour. When determining the over-all billable rate to RTD, it is recommended that a comparable compensation rate be considered along with the cost of support personnel and equipment. Provide a detailed plan demonstrating the ability to provide (and retain) RTD with more than 280 full-time armed and trained security officers that meet the hiring requirements specified within the Statement of work.

Provide a plan to expand the authorized number of security officers beyond 350 to support the security needs as the transit services expand.

- Provide a plan for compliance with 49CFR Part 40 Part 655 Drug and Alcohol program requirement.
 - Organizational chart showing the firm's proposed approach to supervision and chain of command. The firm shall identify the supervisory roles and total number of supervisory personnel dedicated 100% to the Contract that will be included in the Contract hourly rate.
- c) Supplemental project information appendix, including:
- d) Completed forms and certifications required by the Contract (one copy each)
- e) Contract Cost Proposal, as described below (**one copy, sealed**).
- C. Contract Cost Proposal. Each proposer shall submit, in a separate, sealed, document, one copy only of the information required below:
1. A fixed rate labor-hour Contract will be awarded.
 2. Costs must be submitted on the Cost Proposal Form provided at the Mandatory Pre-Proposal Briefing. Pricing for all Option years must also be submitted on this Form.
 3. All supporting documentation for the cost proposals, including, without limitation:
 - a) Information demonstrating to RTD that the proposer has the necessary financial resources to perform the Contract. This information should include:
 - (i) Financial statement for the last three years (or since the entity commenced operations, if less than three years). The most recent financial statements must include either an Auditor's Report Letter or an Accountant's Review Letter. The financial statements shall include Balance Sheets, Statements of Income and Stockholder's Equity, and a Statement of Change in Financial Position. If the proposer is a parent or subsidiary of another entity, consolidated financial statements are also required.
 - (ii) Un-audited balance sheets of the proposer and un-audited balance sheets of proposer and its subsidiaries, if any, for interim quarterly periods since the close of its last fiscal year.
 - b) Names of banks or other financial institutions with which the proposer conducts business; and
 - c) Letter of credit commitments (if any).

AWARD PROCESS

- A. Evaluation Criteria. Proposals will be evaluated according to the following criteria, listed in descending order of importance:

1. Cost, including Options.	40%
2. Qualifications <ul style="list-style-type: none"> a) Demonstrated experience of the firm in providing armed security services for contracts of similar size and scope b) Demonstrated experience of Key Personnel in managing and supervising armed security contracts of similar size and scope c) Demonstrated experience in writing state statute citations into court 	20%
3. Organizational Programs <ul style="list-style-type: none"> a) Firm's training program and firm's weapons and training qualifications programs b) Firm's supervision and chain of command approach c) Firms 49CFR Part 40 Part 655 Drug and Alcohol Compliance Plan 	20%
4. Recruitment and Retention Plan	10%
5. Officer Compensation Plan	10%

- B. Notifications to Unsuccessful Proposers.

1. Pre- and Post-Award Notices of Exclusion. The Contract Negotiation shall notify unsuccessful proposers in writing of exclusion from award. Requests for a debriefing must be submitted to the Contract Negotiator within three days of receipt of such notice. Debriefings requested for and provided prior to Contract award shall address only the requesting proposer's proposal; post-award debriefings may address all proposals submitted. Only one pre-award or post-award debriefing shall be provided per proposer.
2. Protests. Protests related to this RFP must be submitted in writing to the Contract Negotiator and will only be accepted from proposers whose direct economic interest would be affected by the award of a Contract or failure to award a Contract. Copies of RTD's protest procedures are available upon request to the

Contract Negotiator. Proposers must exhaust all administrative remedies prescribed by RTD's protest procedures before proceeding to court.

LEGAL NOTICE TO PROPOSERS

- A. Background Investigations. Any proposer awarded a Contract with RTD shall be required to perform background investigations on all employees selected to perform under this Contract and shall be required to certify to RTD that it has performed and evaluated such background investigations.
- B. Prohibition on Employment of Illegal Aliens. The proposer is hereby notified that any Contract resulting from this RFP is a "Public Contract for Services" under C.R.S. § 8-17.5-101. The selected proposer shall be required to comply with the applicable provision contained in Section III, General Terms and Conditions, in addition to all other terms of the Contract.
- C. Organizational Conflict Of Interest. By submitting a proposal for award of Contract under this RFP, proposer certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest, as defined in the Federal Acquisition Regulation (FAR) Subpart 9.5. If the proposer cannot so certify, it shall provide a disclosure statement with its proposal that describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any consultant or subcontractor) may have a potential organizational conflict of interest. If RTD determines that a potential conflict exists, the proposer shall be excluded from award unless the conflict can be avoided or otherwise resolved through the inclusion of a special Contract provision or other appropriate means.
- D. Allowable Costs. If this Contract provides for payment of reimbursable costs, all costs submitted for reimbursement shall comply with the cost principles of FAR Part 31.
- E. Insurance and Bond Requirements. Proposers' attention is directed to the insurance and bond requirements prescribed in Attachment D. It is highly recommended that proposers confer with their insurance carriers or brokers in advance of proposal submission to determine the availability of bonds, insurance certificates and any endorsements prescribed therein.
- F. News Releases. RTD's written approval is required prior to any communication with the press or any public disclosure relating to this RFP or any subsequent awards.
- G. Pre-Award Audit. RTD reserves the right to conduct a pre-award audit to verify labor rates, overhead rates, *etc.* should the RTD determine that such an audit is required prior to negotiation or award of a Contract.
- H. Cost of Proposal Preparation. RTD shall not reimburse proposers for costs incurred for preparation of proposals or required documentation.
- I. Materials Submitted. All materials submitted shall become the property of RTD and will not be returned to the proposer.
- J. Confidentiality. RTD is a public entity subject to the provisions of the Colorado Open Records Act and all materials submitted that are not marked as SSI may become

public records subject to inspection by the public at any time after any Contract is executed. Any confidential or proprietary information that the proposer discloses to RTD with respect to this RFP must be clearly designated as confidential or proprietary at the time of disclosure. RTD shall hold such information confidential unless such information: (a) was in RTD's possession prior to disclosure by the proposer; (b) becomes public knowledge through no fault of RTD; (c) was lawfully acquired by RTD from a third party not under an obligation of confidentiality to RTD; or (d) is required to be disclosed by law or court order. In the event of a legal challenge to the confidentiality of records so designated by the proposer RTD shall notify the proposer and tender to it the defense of any action filed. By submitting a proposal under this RFP, proposer hereby agrees to accept such tender of defense. RTD cannot and does not guarantee that the confidentiality of records so designated will be upheld by a reviewing court.

K. Rights Reserved to RTD.

1. All proposers are hereby notified that the execution of a Contract pursuant to this RFP is dependent upon negotiation of a mutually acceptable Contract with the successful proposer(s) and subsequent appropriation by RTD's Board of Directors of the necessary funds. **Successful proposers must be prepared to execute the Contract (as may be amended by the issuance of Addenda) that is provided with this RFP. RTD has no obligation to accept requested changes to the form of the Contract terms beyond the Inquiry Period and no changes will be made after award to the successful proposer(s) (other than in respect of typographical errors).**
2. It is the intent of RTD to make an award within 90 days from the RFP due date; however, all proposals shall be valid for no less than 180 days.
3. RTD reserves the right to reject all offers and re-solicit or cancel this RFP if deemed by the RTD to be in its best interest.
4. RTD reserves the right to enter into a Contract with any proposer based upon the initial proposal or on the basis of a best and final offer without conducting oral discussions.

L. Prohibited Interests. No employee of RTD or any member of its governing body shall have any personal or financial interest, direct or indirect, in this Contract or any contract executed subsequently in connection herewith during his or her tenure or for one year thereafter. No director, officer, employee, or agent of the Regional Transportation District shall be interested in any contract or transaction with the District except in his or her official representative capacity.

M. Competition in Subcontracting. Proposers shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of any Contract awarded.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT –**Confidential Information and Sensitive Security Information****1. Acknowledgements and Representations.**

- a. I, _____, am an employee or authorized agent of _____ ("Prospective Proposer") having its principal place of business at:
- _____/_____/_____
Address City State
- _____
Zip Code
- b. I expressly represent and warrant that I have been duly authorized by Prospective Proposer to execute this Confidentiality and Non-Disclosure Agreement (this "Agreement") and to bind the Prospective Proposer to the terms and conditions of this Agreement.
- c. Prospective Proposer understands that it is being granted access to Confidential Information ("CI") or Sensitive Security Information ("SSI") for the sole purpose of making technical and cost proposals in response to RTD's Request for Proposals for **Contract for Security Services for the Light Rail System, Commuter Rail System, Bus System and Several RTD Operating Locations.**
- d. Prospective Proposer, as a party to this Agreement with RTD, accepts responsibility for the safe-keeping and non-disclosure of documents containing CI and/or SSI.

2. Definitions.

- a. **"Confidential Information"** as used in this Agreement, means (i) any document marked as "Confidential" on its face or designated as such in RTD's policies and procedures; (ii) any information disclosed orally and designated as "Confidential" at the time of disclosure; and (iii) any trade secrets, access and source codes concerning RTD systems and property, pricing and technical information, and proprietary information. Confidential Information does not include documents or information that are known publicly unless disclosed as a result of improper action or inaction, or is approved for release in writing by an authorized representative of RTD.
- b. **"Sensitive Security Information"** as used in this Agreement, is information that is obtained or developed in the conduct of RTD's security activities, including research and development, and shall have the meaning set forth 49 C.F.R. Parts 15 and 1520.

3. Nondisclosure; Protection of Information.

- a. Prospective Proposer will not disclose CI or SSI (i) to any employee unless such employee needs access to the CI or SSI in order to create a proposal in response to RTD's Request for Proposals, or (ii) to any third party without prior written consent by an RTD authorized representative. Notwithstanding the foregoing, Prospective Proposer may disclose CI or SSI as required by applicable law or by proper legal or governmental authority, provided that Prospective Proposer gives RTD prompt written notice of any such demand and reasonably cooperates with RTD in any effort to seek a protective order or otherwise contest such disclosure.
- b. Without limiting the generality of Section 3.a., Prospective Proposer will protect CI and SSI with reasonable care in accordance with RTD's policies and procedures. Prospective Proposer will promptly notify an RTD authorized representative of any misuse, misappropriation or unauthorized disclosure of CI or SSI, and will take all reasonable steps to protect any further unauthorized disclosure.
- c. Prospective Proposer will not alter or remove markings, which indicate a category of information or require specific handling instructions, without the express written consent of RTD.
- d. Prospective Proposer agrees that it will only use CI, SSI, or CII provided to it for purposes of responding to RTD's Request for Proposals. If Prospective Proposer uses such information, Prospective Proposer agrees to carry forward any markings or other required restrictions to derivative products and will protect derivative products in the same manner as set forth in this Agreement. All terms and conditions of this Agreement will apply with equal force to any derivative products created by Prospective Proposer.
- e. Prospective Proposer shall not make copies of the CI or SSI provided to it or otherwise duplicate the information contained therein.
- f. Prospective Proposer shall return all copies of all CI and SSI provided to it by RTD.

4. Remedies.

- a. Any violation of the terms and conditions of this Agreement may result in cancellation of Prospective Proposer's access to the information covered by this Agreement and may be cause for RTD to reject Prospective Proposer's proposal, if any.
- b. Prospective Proposer further understands that RTD may seek appropriate legal remedies for any violation of the terms and conditions of this Agreement and that Prospective Proposer is bound by these terms and conditions for so long as Prospective Proposer retains any portion or copy of any document that contains CI or SSI. In addition to any other remedy, RTD may be entitled to injunctive relief against such breach or threatened breach, without proving

actual damage or posting a bond or other security. Prospective Proposer agrees that breach of this Agreement may cause RTD irreparable injury for which monetary damages would not provide adequate compensation.

5. **Termination and Return.** The terms of this Agreement will remain in effect until Prospective Proposer has returned all copies of all CI and SSI provided to it by RTD.
6. **Retention of Rights.** RTD retains all right, title and interest in and to all CI and SSI.

FOR _____ Date _____
Name of Prospective Proposer

By _____
Signature
Name (printed):
Title:

For RTD use only.

RFP Number: 18DO007	Proposal Deadline: 1/14/2019	Title of Contract: Contract for Security Services for the Light Rail System, Commuter Rail System, Bus System and Several RTD Operating Locations.
Responsible Department: Safety, Security & Asset Management	Project Manager: Steve Martingano, RTD Deputy Chief	

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RTD Contracted Services Contract

Attachment F-2 Addenda

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To: Prospective Proposers

From: Linda Wells, Contract Negotiator

Date: December 11, 2018

Subject: RFP 18DO007
Contracted Security Services for the Light Rail System, Commuter Rail System, Bus System and Several RTD Operating Locations
Addendum 1

The following changes are made to the RFP:

1. The RFP Schedule is revised as follows. Changes are highlighted in yellow.

RFP Schedule

12/4/2018	RFP advertised and made available to prospective proposers.
12/17/2018 10:00 a.m.	A Mandatory Pre-Proposal Briefing will be held at RTD's Administrative Offices, 1660 Blake Street, Denver, Colorado. Prospective proposers must attend this briefing in-person to be eligible to move forward in the process. At the mandatory briefing, prospective proposers will be able to obtain a detailed Scope of Work (SOW) and Contract Cost Form for this RFP, which have been designated as Sensitive Security Information (SSI) given the nature of this RFP. An employee or authorized agent of the prospective proposer must provide a state issued identification card and sign a Non-Disclosure Agreement (NDA) to receive the SOW and Contract Cost Form for this RFP. The employee or authorized agent must be authorized to execute the NDA on behalf of the prospective proposer and to bind the prospective proposer to the terms and conditions of the NDA. If a prospective proposer is unable to attend the mandatory briefing, the prospective proposer must contact the Contract Negotiator to schedule a meeting, on or before December 20, 2018, in order to obtain the SOW and Contract Cost Form and to be eligible to submit a proposal.

01/04/2019	Inquiry Period: Written questions from prospective proposers are to be received by close of business. Questions must be directed to Linda Wells, Contract Negotiator.
01/10/2019	RTD sends responses to written questions, if any, to all prospective proposers.
01/31/2019 3:00 p.m. prevailing local time	Proposals due: Written proposals must be received by Contracts and Procurement, RTD, 1660 Blake Street, Denver, Colorado 80202-1399. Every page of every copy of the proposal must be marked as SSI in accordance with RTD's Sensitive Security Information and Critical Infrastructure Information Procedure.
Estimated for Week of 02/25/2019	Oral presentations by selected finalists will be held at RTD, 1660 Blake St., Denver, Colorado 80202.
Estimated for 03/01/2019	RTD anticipates making final selection.

2. Contracted Services Contract, Part 2, Work, Section 2.2 Start-up, Transition, and Handover, item 2.2.3, Transition Plan and item 2.2.4, Start-up Costs are deleted in their entirety and replaced as follows:

2.2.3 Transition Plan. The Contractor shall fully cooperate with RTD and its current service provider in the efficient and effective transfer of services. Specific transition issues will be addressed during the start-up period. The Contractor shall participate in regular meetings held by RTD commencing with the award of the Contract. Upon RTD's request, and its sole direction, the Contractor shall develop and provide to RTD detailed transition plans six months prior to the end of the Period of Performance.

2.2.4 Start-up Costs. Any start-up costs incurred by the Contractor shall be included in the labor hour rate as specified in Attachment A-3. RTD shall not otherwise compensate the Contractor for any start-up costs incurred.

The remainder of the RFP is unchanged.

To: Prospective Proposers

From: Linda Wells, Contract Negotiator

Date: January 10, 2019

Subject: RFP 18DO007
Contracted Security Service for Light Rail System, Commuter Rail System, Bus System and Several RTD Operating Locations
Addendum 2

This addendum covers:

- **Answers to questions submitted in response to the RFP**
- **Pre-Proposal Meeting Minutes**
- **Pre-Proposal Attendee List**

Questions and corresponding Answers:

Q1. Do you have an electronic version of the SSI coversheet you provided with the SOW documents yesterday?

A1. Yes, it is attached.

Q2. References

We need to notify our reference contacts that RTD will be reaching out to them to verify references. Will this be the RTD Contract Administrator or someone else on the evaluation team?

A2. Reference inquiries will be made by the Contract Negotiator.

Q3. W-9 Form

Can bidders submit the signed IRS Form W-9 instead of the form in the RFP?

A3. Yes.

Q4. B. Content Requirements, Section B2 (V) Resumes of Key Personnel

Questions regarding key personnel resumes:

a). Are you seeking resumes of key personnel that would be dedicated to this contract (3.1) or local Area Office or Region key personnel responsible for contract?

b). If dedicated contract key personnel (3.1) resumes are required would minimum qualifications be acceptable? Note: current incumbent key staff would

be considered for (3.1) as long they are qualified and performing to both the contractor's and RTD's standards.

A4. a). Per the instructions on Table 2, provide references for Key Personnel with Experience Managing and Supervising Armed Security Services responsible for this Contract. The Proposer must decide who the Key Personnel are.

b). As long as the key personnel meets the minimum qualifications as specified in the Contract, the Contractor can determine who they want to assign as key personnel.

Q5. Questions Regarding Officer Recruitment & Retention:

Will RTD require the contractor certify officer base wage rate for all staff assigned to RTD in addition base wage that should apply to training time and all hours worked at RTD? The 21.50/hour minimum wage suggested is a good starting point however, our recent research shows wages paid in the Metro Denver Area for upper tier security personnel is closer to 23.50 to 26.00 hour with Federal contracts and law enforcement impacting this labor market. Will evaluation points be deducted if higher officer wages are used?

A5. No. The current Contractor wages are also higher for upper tier personnel and experienced officers.

Q6. 2.1.5 Small Business Enterprise

Question regarding Minority/Small Business Participation:

Does RTD have a disadvantaged business participation goal in the contract? If so, what percentage of this contract is currently being subcontracted by the prime contractor to a disadvantaged business and what is the name of this disadvantaged business?

A6. There is no SBE or DBE participation goal assigned to this contract.

Q7. 2.1.3 Drug & Alcohol Testing

a). Question: Is the Drug and Alcohol plan included in the 30-page requirement or as an attachment?

b). Question: Is RTD expecting a **draft** Drug and Alcohol Plan that would be expected to be submitted by the awarded contractor to RTD for approval or a copy of an approved plan from another current transit system contract?

A7. a). Yes.

b). Yes, the complete and final Drug and Alcohol Plan is to be submitted within 30 days of Contract award for approval by RTD.

Q8. 3.3 Liquidated Damages & Performance Incentives

a). Question: Has the current security provider been charged liquidated damages? If so, please provide the total dollar amount for contract term.

b). Question: Can the potential earned incentives be rolled up into the officer performance recognition plan?

A8. a). No.

b). No.

Q9. 3.1 Non-Billable Support, Supervision, Chain of Command

Questions: Please clarify which positions are non-billable and also clarify any position duplication and provide salaries for each position:

- **3.1.4 Contract Manager, One Position 40 hours per week**

Non-Billable Yes/No Pay Rate_____

- *RTD Answer: Not Billable*

- **3.1.5 Recruiter, One Position 40 hours per week**

Non-Billable Yes/No Pay Rate_____

- *RTD Answer: Not Billable*

- **3.1.6 Academy Instructor, One Position 40 hours per week** Non-Billable Yes/No Pay Rate_____

- *RTD Answer: Not Billable*

- **Additional Question:** It takes 2 to 3 hours per event to effectively re-qualify each officer with a firearm per quarter. Based the current RTD staffing levels we estimate it will take an estimated 700 hours per quarter of instructor time. To accomplish this task without "cutting corners" the instructor will spend an estimated 233 hours per month plus record keeping time for firearms. Will RTD authorize a second 24 hours per week Academy Instructor for a total of 64 hours per week instead of 40 hours?

- *RTD ANSWER: Yes, if requested by awarded Contractor, this can be negotiated.*

- **3.1.7 Shift Supervisors, No Hours listed**

Non-Billable Yes/No Pay Rate_____

- *RTD Answer: Not Billable.*

- **Additional Question:** Are the Shift Lieutenants under 3.1.9 the same as shift supervisor?

- *RTD ANSWER: Yes*

- **3.1.8 Assistant Project Manager, Two Positions 80 hours per week**

Non-Billable Yes/No Pay Rate_____

- *RTD Answer: Not Billable*

- **3.1.9 Captain, One Position 40 hours per week**

Non-Billable Yes/No Pay Rate_____

- *RTD Answer: Not Billable*
- **3.1.10 Shift Lieutenants and Sergeants, (10 LTs & 10 Sgts) 20 positions 800 hours per week**
Non-Billable Yes/No Pay Rate_____
 - *RTD Answer: Sergeants are billable if assigned to a billable POST. Lieutenants are considered part of the management team as Shift Supervisors and are not billable.*
- **Additional Question: are the Shift Lieutenants same as shift supervisor under 3.1.7**
 - *RTD ANSWER: See Above.*

Q10. 2.4 RTD Furnished Data Services and Equipment

Question: Can RTD provided computer equipment to be used for daily contract security operations, such as schedule management, training, officer performance, email etc., or will contractor need to provide additional equipment to the command and control staff for these purposes?

A10. RTD currently provides desktop computers to address all of this. RTD email addresses are provided for internal operations and communications related to RTD only. Day-to-day business not related to the RTD Security Contract is to be conducted via the Contractors' corporate email. A computer and email use policy / training will be provided to the Contractor before starting operations.

Q11. 2.4.5 Offices

Question: Will office space be available for the entire command and control staff listed under 3.1? In addition, is training academy space available for in-service training and will larger space be available if required for in-service training at RTD facilities?

A11. RTD currently provides office space at several locations to support the Contractor's day-to-day security operations. This includes space for contract administrators, recruitment and classroom training. The Contractor is required to provide a firearms range for firearms qualifications.

Q12. 3.2.2 Minimum Security Officer Qualifications

Question: What percentage of the incumbent security staff meets these minimum qualifications?

A12. Most incumbent security officers meet the minimum qualifications. If a prospect's experience closely meets the minimum requirements, an exception may be made in the sole discretion of RTD's Chief or Deputy Chief of Police. We do not have the current percentage.

Q13. 3.3 Certification of Security Officers by RTD

Question: What percentage of the current security force been certified by RTD?

A13. RTD does not "certify" security officers.

Q14. 1.4.2.6 Emergency Coverage

Question: How many temporary emergency coverage hours were added in 2018?

A14. No emergency hours were utilized in 2018.

Q15. Alternative Proposal Options: As your current provider services, we would like to present RTD with a standard proposal submission (meeting all requirements of this RFP) for evaluation.

a). In addition to the standard proposal submission, are submitting vendors permitted to provide additional "alternate proposal" submissions based on national standards, best practices and recommendations? We understand that the alternate proposal submissions must exceed the standards set-forth in the RFP documents.

b). If yes, how would RTD like alternative submissions to be submitted?

- For example: As a separate document with pricing included or an attachment to the main proposal with separate pricing sheets identified with alternative proposal titles in a separate sealed envelope (as the standard submission is).

A15. a). No. Alternate Proposals are not permitted.

b). Alternate Proposals are not permitted.

Q16. Proposal Submission:

a). Given the critical nature of this engagement, is RTD requesting proposing bidders disclose any government contracts within the state of Colorado cancelled or withdrawn due to failure to perform within the past 3-year period?

b). Relating to the pricing proposal – given the nature and varying levels tenure, experience and title for the level of billable employees, would RTD allow proposing bidders to provide averaged wage levels in the pricing submission, ensuring that the "level/rank" system is maintained and so RTD can have an understanding of the actual average wage level paid to the employee base year over year (rather than just evaluating based on the initial hire wage level)?

- This will ensure all proposing bidders propose an appropriate wage-level system promoting experience and seniority on the account (rather than resetting wages upon start).

c). It is noted on p.7.Sec5 that proposals are to be bound with tabs. Can Proposers submit the original and copies in a 3-ring binder as the "Binding"

noted?

d). Relating to the financial proposal, section C requests: "Letter of credit commitments (if any)". We would like to ensure we are delivering your intended information in this request:

- Can RTD provide clarifications of this request? We are requesting that RTD provide additional information on the specific information requested and the extent of the request. While we have seen this request in the past, it is typically associated with Workers Comp Insurance and do not request coverage amounts.

e). Table 2 – Key Personnel Experience Managing and Supervising Armed Security Services

- Can RTD further clarify whether you are requesting the proposed management team in this table, or simply a list of management personnel serving other contract?
 - We would assume RTD is requesting that we identify the names and current experience of the individuals we are proposing to serve and support the program, but wanted to clarify.

A16. a). Yes.

b). The Proposer is not expected to restart any wages. The Proposer should consider all overhead when submitting the hourly cost and be aware that Table 4 is not used in the Cost Evaluation. Contract Cost valued at 40% of the Evaluation Criteria, is evaluated based on the Price Proposal received as SSI with the Scope of Work at the Pre-proposal briefing. If you are referencing Table 4, the information submitted on that Table is used in evaluation of the Officer Compensation Plan valued at 10% of the Evaluation Criteria. Table 4 is not used in the Cost Evaluation.

c). Yes.

d). If your company has any outstanding Letters of Credit, they need to be disclosed with your financial information.

e). The Proposer should identify the existing key management personnel currently serving other key accounts and their relevant experience. If a management team has been identified that will be assigned to RTD, that personnel should also be shared with RTD.

Q17. Audits: Several audit rights are mentioned throughout the RFP and contract for RTD. Can RTD provide proposing bidders with the number and type of audits completed during the contract period?

A17. RTD currently performs monthly random staffing audits to ensure that post are being staffed and RTD is being invoiced accurately. RTD and the Contractor are also required to participate in annual audits by outside agencies, such as the Colorado Public Utilities Commission, FTA and TSA.

Q18. Performance Incentives: If the current structure (or proposed structure) indicates more than one "Deputy Contract Manager" for the service of this contract, can RTD expand the \$1,000 performance incentive for retaining this position to the additional post?

A18. This can be discussed if requested before award of Contract, but is not part of the evaluation process.

Q19. Vehicle Specification:

a). Understanding the procurement of an entire fleet of 2018 vehicles would be a cost burden on any provider (incumbent or prospective), Would RTD permit similar makes and models as an alternative to the make/model outlined in the RFP?

b). Will RTD allow for "newer model vehicles" within a 3-year period of this RFP and below a "maximum mileage threshold" (rather than the listed 2018 or newer requirement)?

c). Would RTD also be willing to accept "newer model bicycles" within a 2-year period of this RFP and meeting specified standards as well as appropriate safety and use thresholds (rather than the listed 2018 or newer requirement)?

A19. a). No.

b). No.

c). No.

Q20. Understanding the fluid nature of the TSO positions (meaning TSOs may be deployed on multiple alignments through their career and as the needs of RTD evolve), is RTD requiring that ALL Security Professionals serving on this contract be licensed with the City and County of Denver as Armed Security Guards?

A20. Yes. All TSOs must be licensed by the City & County of Denver.

Q21. Understanding the labor-based nature of this contract, will RTD allow proposing bidders to provide an overtime billing rate to be used ONLY for required overtime (based on required staffing schedules) or short notice coverage requests with less than a particular amount of notice? This rate would NOT be used for any coverage hours outside of the exceptions specified.

A21. No.

Q22. Does RTD provide parking for employees serving this contract for downtown sites? Or parking the responsibility of proposing bidders?

A22. RTD does not currently provide parking. However, RTD is currently considering whether to allowing security partners free parking at RTD Park-n-Rides.

Q23. Can RTD clarify if it is expected that TSOs receive CPR/First Aid/AED Certifications prior to assignment?

A23. Yes.

Q24. Contract Section 5.1.2 – Would RTD be willing to negotiate this term to permit a renegotiation and/or pass-through of additional costs incurred by the proposing bidders?

A24. No.

Q25. Contract Section 5.3.1 – would RTD be willing to insert the word “negligent” in line 4 between the words “any” and “act” and the deletion of the word “solely” from line 11?

A25. No.

Q26. Contract Section 5.3.5- Would RTD be willing to accept a cap in liability from proposing bidders?

A26. No.

Q27. Contract Section 5.4.1 – would RTD be willing to adjust this term to allow the provider termination for convenience rights as well as RTD?

A27. No.

Q28. Attachment D-2 – regarding the requirement for a \$100,000 Dishonesty Bond to be provided at provider’s cost.

a). When is this required?

b). If proposing bidders General Liability coverage covers acts of dishonesty, is this bond necessary?

A28. a). The dishonesty bond is required at time of award.

b). No. Not required if General Liability Insurance covers dishonesty. The Certificate of Insurance needs to be clear whether or not it is included.

Q29. Attachment D-1 – with regard to insurance requirements: Under Endorsements, Waivers and Related Requirements, in subsection (2), would RTD be willing to

make the following adjustments?

- replace "named" with "included" in line 2 and add to the end "to the extent of the Contractor's negligent performance of the Services and up to the required insurance coverage amount"

A29. No.

Q30.1.4.1.6 Special Coverage Shifts (this question is repeated for Light Rail, Facilities and Commuter Rail Sections)

- It is understood that a number of special coverage circumstances are known in advance and can be scheduled for accordingly. As it relates to late-notice requests for officers IN ADDITION to scheduled deployments, would RTD consider a "Billable Overtime Rate" which covers short notice additional coverage requests requested with less than 72-hours' notice?

A30. No. RTD will work with the Contractor to reallocate assigned post temporarily to accommodate emergency assignments.

Q31.1.4.2.7 Fare Enforcement Task Force

- Are the hours requested for this task force included in the billable hours for the Commuter Rail services listed in the RFP?
 - If not, are these additional non-billed positions totaling 400 hours per week (10 Full Time Employee Equivalents)?

A31. The Fare Enforcement Task Force hours are included in the base hours. They are not part of the Commuter Rail Hours.

Q32.1.4.2.8 Special Enforcement Detail

- Are the hours requested for this Special Enforcement Detail included in the billable hours for the Commuter Rail services listed in the RFP?
 - If not, are these additional non-billed positions totaling 400 hours per week (10 Full Time Employee Equivalents)?

A32. The Fare Enforcement Task Force hours are included in the base hours. They are not part of the Commuter Rail Hours.

Q33.2.1 Security Vehicles

- a). Can RTD provide proposing bidders with an understanding of the average miles per vehicle to ensure appropriate calculations for maintenance & Fuel?
- b). Can RTD specify the frequency car washes are expected for the fleet (i.e. every other fuel fill-up)?
- c). This will ensure each proposing bidder provides clean vehicles which represent RTD's brand throughout the city.

A33. a). The current contractor is putting approximately 100,000 miles per year on each vehicle.

b). The Contractor vehicles include RTD Decals. The Contractor is expected to keep their patrol vehicles clean and are permitted to use the RTD carwash at no charge.

c). See previous response.

Q34. Would RTD provide clarification regarding whether any of these vehicles are used as a personal vehicle?

- For example, do all of these vehicles remain parked on RTD property when not being used for company business, or are certain vehicles dedicated to individuals (such as the project manager) for 24/7 use?

A34. This decision should be made by the Contractor. RTD does not specify this, however marked vehicles should be stored in a secure lot when not in use. RTD does provide space to park these vehicles. The current contractor does provide an unmarked vehicle for the project manager.

Q35. 4.1.1.1.1 Uniforms

a). Given the nature and scope of the services requested, would RTD also specify a requirement that proposing bidders provide body armor to officers serving under this contract at no cost to the officers?

b). In our experience, given the nature of duties, this can be considered PPE for job safety.

c). For clarification, can RTD specify that proposing bidders MUST PROVIDE all uniforms & equipment listed in the section to the officers serving under the contract?

d). The current language does not clearly state that the proposing bidder must provide the equipment. This specification will ensure the equipment is not the burden of the officer and will ensure uniformity of equipment across posts (avoiding officers providing their own firearms and duty gear)

A35. a). Yes. Body Armor should be provided at no cost to each security officer. The Scope of Work has been updated as attached and will be sent only to those companies that have received a numbered SSI copy of the SOW..

b). Yes.

c). All uniforms and equipment are to be provided to each officer serving on the RTD account. This cost should be calculated in the proposer's submitted proposal included with the all-encompassing rate.

d). The SOW has been updated as attached and will be sent only to those companies that have received a numbered SSI copy of the SOW.

Q36.4.1.1.1.8 Badge

Understanding the customized requirements of numbering / rank / need to be similar to the RTD Police badge:

- a). Will RTD provide the badges for officers serving under this contract? (we have seen this provided through other government accounts to ensure accountability for standard-issue customized badges).
- b). If no, Can RTD provide an approximate cost for proposing bidders understanding this is a custom badge?
- c). or at a minimum, the specifications required for each level of badge for accurate pricing?

A36. a). RTD will not provide badges.

b). Estimated to be less than \$ 80.00 each (in bulk purchase).

c). Single tone Silver for Transit Security Officers; Two tone, gold and silver for the rank of Sergeant & above. RTD will work with the Contractor to approve a badge that represents both organizations. Generic temporary corporate badges will be permitted until new badges can be procured.

Q37.4.3.2 – would RTD modify the requirements for mustaches and beards reflect an exception for “religious or medical reasons”?

A37. The current policy allows for neat and trim facial hair and is specified in the SOW Any exceptions will be evaluated on a case by case basis as requested by the Contractor.

The remainder of the RFP is unchanged.

PRE-PROPOSAL MEETING MINUTES

Purpose: Pre-Proposal Conference
RFP 18DO007
Contracted Security Services for the Light Rail System, Commuter Rail System,
Bus System and Several RTD Operating Locations

Date/Time: Monday, December 17, 2018, 10:00AM MST

Location: 1660 Blake Street, Denver, CO 80202, Conference Room A

Schedule

- 10am - 10:20am: Introductions of RTD Team and RFP Review
- 10:20am – 10:45am – Scope Review
- 10:45am – 11:00am – Distribute SOW and Cost Form to those Signing NDA's

Introductions

1. Linda Wells, Contract Negotiator
2. Marisela Sandoval, Assistant General Counsel
3. Bob Grado, RTD Chief of Police
4. Steve Martingano, RTD Deputy Chief of Police
5. Jan Bump, Administrative Assistant, Contracts

Linda Wells:

- **Safety Moment**
- **Remarks and explanations at this conference shall not qualify the terms of the solicitation unless a written Addendum is furnished to everyone.** RTD will answer all questions asked at the briefing that are not deemed SSI by RTD's Chief of Police. **All questions must be submitted in writing to Linda.Wells@rtd-denver.com.** RTD is not bound to any information provided at this conference until it is asked in writing and answered by Addenda.
- The Scope of Work and Contract Cost Form have been designated and marked as Sensitive Security Information by RTD's Chief of Police. To obtain these documents, an employee or authorized agent of the prospective proposer must provide a state issued identification card and sign a Non-Disclosure Agreement. The employee or authorized agent must be authorized to execute the NDA on behalf of the prospective proposer and to bind the prospective proposer to the terms and conditions of the NDA. A numbered copy of the forms will then be issued to the authorized employee or agent of the prospective proposer. This process will take place at the conclusion of this conference.
- Addenda to this RFP may be designated and marked as SSI in the sole discretion of RTD's Chief of Police. If an addendum is marked as SSI, only prospective proposers who have received the RFP and who have signed an NDA will be provided with the addendum. Addenda marked as SSI will be uniquely numbered and assigned to prospective proposers who have received the RFP and who have signed an NDA. Any addenda marked as SSI must be handled in accordance with the terms of the NDA and RTD's Sensitive Security Information and Critical Infrastructure Information Procedure.
- **All copies of the SOW, Cost Form and any other materials provided that are marked as SSI must be returned by the Proposal Due Date, even if the proposer chooses to withdraw from**

the process.

- Award of a contract will be based upon best value competitive proposal procedures.
- A new Contract form has been created for this procurement. Please read the entire RFP document carefully as there are changes in the placement of information.
- Addendum 1 was issued on 12/11/18. This Addendum revised the RFP Schedule, and the Contracted Services Contract, Part 2, Work, Section 2.2 Start-up, Transition, and Handover, item 2.2.3, Transition Plan and item 2.2.4, Start-up Costs **are deleted in their entirety and replaced as stated in the Addendum.**

RFP Instructions to Proposers

1. **RFP Schedule as revised by Addendum 1**, page 1:

Inquiry Period Ends: Friday, January 4, 2019, close of business – All questions and requests for clarifications and/or changes to the form of the Contract, including suggested changes to the terms and conditions, must be made during the Inquiry Period. RTD has no obligation to respond to questions or clarifications that are not submitted in writing.

RTD Sends Responses to Written Questions: Thursday, January 10, 2019 – Addendum will include pre-proposal attendance list, responses to written questions, if any, the solicitation holders list, and minutes of this conference.

Proposals Due: Thursday, January 31, 2019, 3pm prevailing local time.
Proposals received after this date and time will be considered non-responsive and will NOT be returned.

- **Period of Performance.** Complete delivery of security service under this contract will commence July 1, 2019 and continue for three years.

Options: There are three one-year options to extend the period of performance.

3. **Proposal Submissions**, page 6. **Every page of every copy of your proposal (technical and cost), whether physical or electronic, must be marked as Sensitive Security Information** in accordance with Section 5.2 of RTD's Sensitive Security Information and Protected Critical Infrastructure Information Procedure. The number of copies and format of those copies is described on page 6. **The Cost Proposal must be in a sealed envelope.**

a). Because the SOW and Contract Cost Form have been designated and marked as SSI, proposals made in response to this RFP will be designated as SSI and considered exempt from the Colorado Open Records Act, CRS 34-72-200.1 et seq. (as amended).

4. **Proposal Content Requirements**, pages 7-9.

5. **Evaluation Criteria**, page 10.

Project Team

- Review the Scope of Work
- Answer Questions.

RFP#18D0007 - CONTRACTED SECURITY SERVICES
12/17/18 - 10:00 a.m. Pre-Proposal SIGN-IN SHEET

PLEASE PRINT

NAME (S):	John A. Miller, Jeremy Graves, ^{12/20/18} Bobo	PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE
COMPANY NAME:	G4S SECURE SOLUTIONS			
ADDRESS:	14111 E. ALAMEDA AVE #300, Aurora, CO			
PHONE:	303.341.4433			
E-MAIL:	jeremy.graves@usa-g4s.com. jbaat.Bobo@usa-g4s.com			

NAME (S):	Hit West	PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE
COMPANY NAME:	WEST			
ADDRESS:				
PHONE:				
E-MAIL:				

NAME (S):	Kevin Wares	PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE
COMPANY NAME:	DENVER WEBB PROTECTIVE SERVICES			
ADDRESS:	2121 S Blackhawk #230 Aurora, CO			
PHONE:	720 505 2000			
E-MAIL:	Kevin.Ware@denver-webb-protective.com			

RFP#18D0007 - CONTRACTED SECURITY SERVICES
12/17/18 - 10:00 a.m. Pre-Proposal SIGN-IN SHEET

PLEASE PRINT

NAME (S):	Cameron Ramsey	PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE
------------------	----------------	-------------------------	-----------------------	----------------

COMPANY NAME:

United American Security

ADDRESS:

2600 S. Parker Road Suite 5-153

PHONE:

303-514-8077

E-MAIL:

~~cameron.ramsey@teamuas.com~~ cameron.ramsey@teamuas.com

NAME (S):

Rosa Romero

COMPANY NAME:

Desouza Protective Services LLC

ADDRESS:

1400 16th St, Denver Co 80202

PHONE:

720-586-7700

E-MAIL:

admin@DesouzaProtectiveServicesLLC.com

NAME (S):

Anthony Vargas

COMPANY NAME:

Allied Universal

ADDRESS:

PHONE:

E-MAIL:

PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE
Allied		

RFP#18D0007 - CONTRACTED SECURITY SERVICES
12/17/18 - 10:00 a.m. Pre-Proposal SIGN-IN SHEET

PLEASE PRINT

NAME (S):		MICHAEL DALEY / CHRIS BURKETT / TONY VARGAS / JEREMY LEE / STEVE QUATRO ✓		PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE
COMPANY NAME:		ALLIED UNIVERSAL SECURITY SERVICES				
ADDRESS:		390 UNION BLVD. STE 410, LAKEWOOD CO 80228				
PHONE:		720.201.4109				
E-MAIL:		MICHAEL.DALEY@AUS.COM				
NAME (S):		ROBERT MURPHY		PRIME CONTRACTOR ✓	SUB-CONTRACTOR	DBE/SBE
COMPANY NAME:		SECURITAS SECURITY SERVICES				
ADDRESS:		1555 E. HAMMOND AVE STE 610				
PHONE:		(303) 389-1827				
E-MAIL:		r.murphy@securitasinc.com				
NAME (S):		Austin Crain		PRIME CONTRACTOR ✓	SUB-CONTRACTOR	DBE/SBE
COMPANY NAME:		Securitas Security Services				
ADDRESS:		7555 E. Hampden Ave., Suite 610				
PHONE:		(303) 591-2333				
E-MAIL:		austin.crain@securitasinc.com				

RFP#18D0007 - CONTRACTED SECURITY SERVICES
12/17/18 - 10:00 a.m. Pre-Proposal SIGN-IN SHEET

PLEASE PRINT

NAME (S): COMPANY NAME: ADDRESS: PHONE: E-MAIL:	PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE
	Andrew Sampson		
	Alert Patrol		
	5160 Copan Drive, Margate, Florida		
	960-931-2781		

NAME (S): COMPANY NAME: ADDRESS: PHONE: E-MAIL:	PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE
	Andrew Sampson		
	Alert Patrol		
	5160 Copan Drive, Margate, Florida		
	960-931-2781		

NAME (S): COMPANY NAME: ADDRESS: PHONE: E-MAIL:	PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE
	Andrew Sampson		
	Alert Patrol		
	5160 Copan Drive, Margate, Florida		
	960-931-2781		

NAME (S): COMPANY NAME: ADDRESS: PHONE: E-MAIL:	PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE
	Andrew Sampson		
	Alert Patrol		
	5160 Copan Drive, Margate, Florida		
	960-931-2781		

RFP#18D0007 - CONTRACTED SECURITY SERVICES
12/17/18 - 10:00 a.m. Pre-Proposal SIGN-IN SHEET

PLEASE PRINT

NAME (S): COMPANY NAME: ADDRESS: PHONE: E-MAIL:	<div>Steve Martinyano</div>			PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE
	<div>RTD</div>					
	<div>1660 Blake St</div>					
	<div>Steve.Martinyano@RTD-Denver.com</div>					

NAME (S): COMPANY NAME: ADDRESS: PHONE: E-MAIL:	<div>Bob GRADO</div>			PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE
	<div>RTD</div>					
	<div>1660 Blake St.</div>					

NAME (S): COMPANY NAME: ADDRESS: PHONE: E-MAIL:	<div>Bob GRADO @ RTD-DENVER.COM</div>			PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE

NAME (S): COMPANY NAME: ADDRESS: PHONE: E-MAIL:	<div>Michael Vigil</div>			PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE
	<div>Denver Metro Protective Services</div>					
	<div>2121 S. Blakehawk St</div>					
	<div>720-505-2006</div>					
	<div>michael@denver-metro-protective.com</div>					

RFP#18D0007 - CONTRACTED SECURITY SERVICES
12/17/18 - 10:00 a.m. Pre-Proposal SIGN-IN SHEET

PLEASE PRINT

NAME (S): COMPANY NAME: ADDRESS: PHONE: E-MAIL:			
	PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE

NAME (S): COMPANY NAME: ADDRESS: PHONE: E-MAIL:			
	PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE

NAME (S): COMPANY NAME: ADDRESS: PHONE: E-MAIL:			
	PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE

NAME (S): COMPANY NAME: ADDRESS: PHONE: E-MAIL:			
	PRIME CONTRACTOR	SUB-CONTRACTOR	DBE/SBE

Plan Holder Report as of 12/13/2018 08:24:58 AM MST**Denver Regional Transportation District - Const.**

RFP 18DO007 Contracted Security Services-Please see description below (eBidDoc #6039741)

Contact: Linda Wells
 Phone: 303-299-2214
 E-mail: linda.wells@RTD-Denver.com
 Bid Date: 01/31/2019 03:00 PM MST

[Help](#)

Company	Contact	Designation	Bus. Types	Entry Date	Doc Type	Comments
Allied Universal 1642 South Parker Road Suite 300 Denver, CO 80231	Charles Bohnenberger Phone: 303-901-9037 Fax: Email: govservices@aus.com	Other		12/04/2018	eBidDoc	
AlliedBarton Security Services - Denver 390 Union Blvd Suite 410 Lakewood, CO 80228	Michael Daley Phone: 720-496-0025 Fax: 720-496-0035 Email: govservices@alliedbarton.com	Prime Bidder		12/04/2018	eBidDoc	
Cambridge Systematics, Inc. 555 12th Street, Suite 1600 Oakland, CA 94607	Wendy Williamson Phone: 510-873-8700 Fax: 510-873-8701 Email: prequalifications@camsys.com	Other		12/05/2018	eBidDoc	
Dodge Data & Analytics 4300 Beltway Place Suite 150 Arlington, TX 76018	Melanie Yancey Phone: 8175278246 Fax: 8176087129 Email: dodge.docs@construction.com	Plan Room		12/05/2018	eBidDoc	
Shay Enterprise 1789 Tavern Ln Tacoma, WA 98402	Tamara Shay Phone: 253-985-6691 Fax: Email: tshayenterprise@gmail.com	Other		12/05/2018	eBidDoc	
Champion National Security 1616 Gateway Blvd Richardson, TX 75080	Bret Wilkinson Phone: 972-235-8844 Fax: Email: bwilkinson@champ.net	Other		12/05/2018	eBidDoc	
Lopez Enterprizes LLC P.O. Box 211175 Denver, CO 80221	CHRIS LOPEZ Phone: 720-204-5401 Fax: Email: clopez@lopezenterprizes.com	Other	DBE,MBE,SBE	12/05/2018	eBidDoc	
Off Duty Services, Inc 1908 Ave D A100 Katy, TX 77493	Aaron Ault Phone: 281-346-2188 Fax: Email: aault@offdutysservices.com	Supplier	WBE	12/06/2018	eBidDoc	
Vets Securing America 10100 Reunion Place #120 San Antonio, TX 78216	Nagah Abdelshahid Phone: 424-213-4138 Fax: 310-645-6233 Email: nagah@vetssecuringamerica.com	Prime Bidder		12/06/2018	eBidDoc	
Denver Metro Protective Services 2121 S Blackhawk Street, Suite 230 Aurora, CO 80014	Brian Lopez Phone: 720-505-2000 Fax: 720-505-2000 Email: operations@denver-metro-protective.com	Prime Bidder	DBE,SBE	12/07/2018	eBidDoc	

DEPARTMENT OF HOMELAND SECURITY

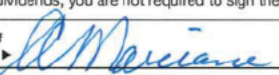
SENSITIVE SECURITY INFORMATION



Warning: This record contains Sensitive Security Information that is controlled under 49 C.F.R. Parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know," as defined in 49 C.F.R. Parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 C.F.R. Parts 15 and 1520.

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- c) Supplemental project information appendix, including:
- d) Completed forms and certifications required by the Contract (one copy each)

<p>Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>► Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>UNIVERSAL PROTECTION SERVICE, LP</p>		
<p>2 Business name/disregarded entity name, if different from above</p> <p>DBA ALLIED UNIVERSAL SECURITY SERVICES</p>		
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ► _____</p>		
<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the U.S.)</p>		
<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>1551 N. TUSTIN AVENUE, SUITE 650</p> <p>6 City, state, and ZIP code</p> <p>SANTA ANA, CA 92705</p> <p>7 List account number(s) here (optional)</p>		<p>Requester's name and address (optional)</p>
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>		
<p>Social security number</p> <p>____ - ____ - ____</p> <p>or</p> <p>Employer identification number</p> <p>____ - ____ - ____ - ____ - ____ - ____</p> <p>3 3 - 0 9 7 3 8 4 6</p>		
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <p>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</p> <p>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</p> <p>3. I am a U.S. citizen or other U.S. person (defined below); and</p> <p>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</p> <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>		
<p>Sign Here Signature of U.S. person  Date ► 1/12/18</p>		
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</p>		
Cat. No. 10231X		Form W-9 (Rev. 11-2017)

BIDDERS REPRESENTATION

REGARDING

CONTINGENT FEE

THE BIDDER REPRESENTS:

- a. That it (has), (has not), employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract, and
- b. That it (has), (has not), paid or agreed to pay to any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage, or brokerage fee, contingent upon or resulting from the award of this Contract.

The Bidder agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 48, Subpart 3.4.)

EXECUTION OF STANDARD FORM 119: If the Bidder indicates above that it has represented that it has employed or retained a company or person (other than a full-time, bona fide employee working solely for the Bidder-Contractor) to solicit or secure this Contract, or that it has paid for, agreed to pay any fee, commission, percentage, or brokerage fee to any company or person contingent upon or resulting from the award of this Contract, it may be requested by the Contracting Officer to furnish a completed Standard Form 199, "Contractor's Statement of Contingent or Other Fees." If the Bidder has previously furnished a complete Standard Form 119 to the RTD, it may accompany its offer with a signed statement, (a) indicating when such completed form was previously furnished, (b) identifying by number the previous Request for Proposal or Contract, if any, in connection with such form was submitted, and (c) representing that the statement in such form is applicable to this offer.

Signature Muhunt Daly
Title BUSINESS DEV. MANAGER
Date 1/21/2019

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND
OTHER RESPONSIBILITY MATTERS**

- A. The Proposer certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
 4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal

Contractor Name ALLEN UNIVERSAL SECURITY SERVICES

Date: 01/21/2019

By: MICHAEL DALEY, BUSINESS DEV. MGR
Name and Title of Authorized Representative


Signature of Authorized Representative

CERTIFICATION REGARDING LOBBYING

The undersigned, MICHAEL DALEY
certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor, ALLIED UNIVERSAL SECURITY SERVICES,
certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.A. 3801, et seq., apply to this certification and disclosure, if any.

Michael Daley Signature of Contractor's Authorized Official
MICHAEL DALEY
BUSINESS DEV. MGR. Name and Title of Contractor's Authorized Official
1/21/2019 Date

Certification of Compliance with
Prohibition Against Employment of Illegal Aliens

Pursuant to C.R.S. §§ 8-17.5-101 *et seq* and in accordance with that provision of this Contract entitled Prohibition against Employment of Illegal Aliens:

I, the undersigned, a duly authorized representative of Contractor, hereby certify that, at the time of this Certification:

1. The Contractor does not knowingly employ or contract with an illegal alien who will perform Work under this Contract; and
2. The Contractor will participate in the E-Verify Program or the Department Program, as those terms are defined in C.R.S. §8-17.5-101, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract.

NAME OF CONTRACTOR: ALIED UNIVERSAL SECURITY SERVICES
(please print)

Solicitation or Contract No. 18D0007

FOR CONTRACTOR:

Michael Daley
Signature

01/21/2019
Date

MICHAEL DALEY
Name (please print)

BUSINESS DEVELOPMENT MANAGER
Title (please print)

Rev. 8/31/17
RTD Contract
Exhibit 4 - Completed Certifications

ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE REQUIREMENTS

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to RTD, or the person's objectivity in performing work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) Each firm responding to the RFP shall provide the statement described in paragraph (c). This requirement will apply individually to any of the firm's consultants or lower-tier subcontractors that also furnish services in performance of the agreement to be awarded.

(c) The statement must contain the following:

(1) Name of the firm and the number of the RFP in question.

(2) The name, address, telephone number, and federal taxpayer identification number, if applicable, of the firm.

(3) A description of the nature of the services rendered by or to be rendered on the agreement or related thereto.

(4) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the firm who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to RTD or any other client respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The client and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(5) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the services to be provided in connection with the agreement or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the agreement or related thereto has been communicated as part of the statement required by (c) above.

(d) Failure of a firm to provide the required statement may result in the firm being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

The Offeror ☒ is ~~is~~ not aware of any information bearing on the existence of any potential organizational conflict of interest. If the Offeror is aware of information bearing on whether a potential conflict may exist, the Offeror shall provide a disclosure statement describing this information.

Signature Michael Daly

Title BUSINESS DEVELOPMENT MANAGER

Date 01/21/2019

CO= J412313
U= L146760

EQUAL EMPLOYMENT OPPORTUNITY
2017 EMPLOYER INFORMATION REPORT
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. ALLIED UNIVERSAL SECURITY SERVICES
1551 N. TUSTIN AVENUE
SUITES 125 225 250 6T
SANTA ANA, CA 92705

2.a. ABSS - SW CO DENVER
390 UNION BLVD.
SUITE 410
LAKEWOOD, CO 80228
JEFFERSON COUNTY
c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:030603836 EIN :330973846

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 561612 Security Guards and Patrol Services

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
			***** MALE *****						***** FEMALE *****						
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
FIRST /MID OFFICIALS & MGRS	3	0	57	0	0	0	0	0	4	0	0	0	1	0	65
PROFESSIONALS	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	1	0	0	0	0	0	1	0	0	0	0	0	2
ADMINISTRATIVE SUPPORT	0	1	8	1	0	0	0	0	4	1	1	0	0	1	17
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	161	76	934	295	5	35	18	68	234	112	0	10	7	25	1980
TOTAL	164	78	1001	296	5	35	18	68	243	113	1	10	8	26	2066
PREVIOUS REPORT TOTAL	92	44	570	91	4	10	7	19	122	40	0	4	1	10	1014

SECTION F - REMARKS

PROPOSAL CONTENTS CHECKLIST

Your submitted proposal must contain the following items, in this order:

- ☒ Cover Letter (maximum 2 pages)
- ☒ Addenda Form
- ☒ Technical Proposal One (1) hard copy.
- ☒ Technical Proposal One (1) electronic copy per RFP Instructions.
- ☒ Technical Proposal **EIGHT (8)** hard copies (maximum 30 pages each) per RFP Instructions.
- ☒ Table 1, Company Experience Providing Armed Security Services
- ☒ Table 2, Key Personnel Experience Managing and Supervising Armed Security Services
- ☒ Table 3, Firm's Training Program
- ☒ Table 4, Supervisor and Officer Compensation Program
- ☒ Documentation in support of Tables 1 - 4
- ☒ Any other additional documentation required by the Scope of Work
- ☒ Any other additional information required by the RFP Instructions
- ☒ Cost Proposal (1 hard copy in a sealed envelope)
- ☒ Price Form
- ☒ All other documentation required by RFP Instructions
- ☒ One (1) hard copy Form W-9 Taxpayer Identification Number Request
- ☒ One (1) hard copy of Certification Regarding Contingent Fee
- ☒ One (1) hard copy Certification Regarding Debarment
- ☒ One (1) hard copy of Certification Regarding Lobbying
- ☒ One (1) hard copy Certification of Compliance with Prohibition Against Employment of Illegal Aliens
- ☒ One (1) hard copy Organizational Conflict of Interest Certification
- ☒ One (1) hard copy Enclosure 5 Solicitation Statistics

* Items in bold have been provided.

RTD Contracted Services Contract
Attachment F-4 Completed Certifications

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
UNIVERSAL PROTECTION SERVICE, LP

2 Business name/disregarded entity name, if different from above
DBA ALLIED UNIVERSAL SECURITY SERVICES

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input checked="" type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____				

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1551 N. TUSTIN AVENUE, SUITE 650

6 City, state, and ZIP code
SANTA ANA, CA 92705

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
3	3		-	0	9	7	3	8 4 6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *[Signature]* Date ► *1/12/18*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

BIDDERS REPRESENTATION

REGARDING

CONTINGENT FEE

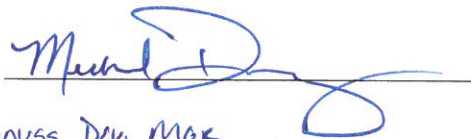
THE BIDDER REPRESENTS:

- a. That it (has), (has not), employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract, and
- b. That it (has), (has not), paid or agreed to pay to any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage, or brokerage fee, contingent upon or resulting from the award of this Contract.

The Bidder agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 48, Subpart 3.4.)

EXECUTION OF STANDARD FORM 119: If the Bidder indicates above that it has represented that it has employed or retained a company or person (other than a full-time, bona fide employee working solely for the Bidder-Contractor) to solicit or secure this Contract, or that it has paid for, agreed to pay any fee, commission, percentage, or brokerage fee to any company or person contingent upon or resulting from the award of this Contract, it may be requested by the Contracting Officer to furnish a completed Standard Form 199, "Contractor's Statement of Contingent or Other Fees." If the Bidder has previously furnished a complete Standard Form 119 to the RTD, it may accompany its offer with a signed statement, (a) indicating when such completed form was previously furnished, (b) identifying by number the previous Request for Proposal or Contract, if any, in connection with such form was submitted, and (c) representing that the statement in such form is applicable to this offer.

Signature



Title

BUSINESS DEV. MGR

Date

1-28-19

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND
OTHER RESPONSIBILITY MATTERS**

- A. The Proposer certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
 4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal

Contractor Name Allied Universal Security Services

Date: 1/28/19

By: MICHAEL DALEY
Michael Daley Business Dev. Mgr.
Name and Title of Authorized Representative

MICHAEL DALEY
Signature of Authorized Representative

CERTIFICATION REGARDING LOBBYING

The undersigned, MICHAEL DALEY
certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor, Allied Universal Security Services,
certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.A. 3801, et seq., apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

MICHAEL DALEY, BUS. DEV. MGR. Name and Title of Contractor's Authorized Official

1/28/19 Date

Certification of Compliance with
Prohibition Against Employment of Illegal Aliens

Pursuant to C.R.S. §§ 8-17.5-101 *et seq* and in accordance with that provision of this Contract entitled Prohibition against Employment of Illegal Aliens:

I, the undersigned, a duly authorized representative of Contractor, hereby certify that, at the time of this Certification:

1. The Contractor does not knowingly employ or contract with an illegal alien who will perform Work under this Contract; and
2. The Contractor will participate in the E-Verify Program or the Department Program, as those terms are defined in C.R.S. §8-17.5-101, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract.

NAME OF CONTRACTOR: Allied Universal Security Services
(please print)

Solicitation or Contract No. RFP No.: 18DO007

FOR CONTRACTOR:


Signature

1/28/19
Date

MICHAEL DINEY
Name (please print)

BUSINESS DEV. MGR
Title (please print)

ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE REQUIREMENTS

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to RTD, or the person's objectivity in performing work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) Each firm responding to the RFP shall provide the statement described in paragraph (c). This requirement will apply individually to any of the firm's consultants or lower-tier subcontractors that also furnish services in performance of the agreement to be awarded.

(c) The statement must contain the following:

(1) Name of the firm and the number of the RFP in question.

(2) The name, address, telephone number, and federal taxpayer identification number, if applicable, of the firm.

(3) A description of the nature of the services rendered by or to be rendered on the agreement or related thereto.

(4) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the firm who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to RTD or any other client respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The client and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(5) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the services to be provided in connection with the agreement or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the agreement or related thereto has been communicated as part of the statement required by (c) above.

(d) Failure of a firm to provide the required statement may result in the firm being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

The Offeror ☐ is ☒ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the Offeror is aware of information bearing on whether a potential conflict may exist, the Offeror shall provide a disclosure statement describing this information.

Signature



Title

Business Dev. Mgr

Date

1/28/19

CO= J412313
u= L146760

EQUAL EMPLOYMENT OPPORTUNITY
2017 EMPLOYER INFORMATION REPORT
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. ALLIED UNIVERSAL SECURITY SERVICES
1551 N. TUSTIN AVENUE
SUITES 125 225 250 6T
SANTA ANA, CA 92705

2.a. ABSS - SW CO DENVER
390 UNION BLVD.
SUITE 410
LAKEWOOD, CO 80228
JEFFERSON COUNTY
c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:030603836 EIN :330973846

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 561612 Security Guards and Patrol
Services

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS				
	MALE	FEMALE	***** MALE *****	***** FEMALE *****	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN		NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES
EXECUTIVE/SR OFFICIALS & MGRS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
FIRST/MID OFFICIALS & MGRS	3	0	57	0	0	0	0	0	0	4	0	0	0	0	1	0	65
PROFESSIONALS	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	2
ADMINISTRATIVE SUPPORT	0	1	8	1	0	0	0	0	0	4	1	1	0	0	0	1	17
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	161	76	934	295	5	35	18	68	234	112	0	10	7	25	1980	0	0
TOTAL	164	78	1001	296	5	35	18	68	243	113	1	10	8	26	2066	0	0
PREVIOUS REPORT TOTAL	92	44	570	91	4	10	7	19	122	40	0	4	1	10	1014	0	0

SECTION F - REMARKS

RTD Contracted Services Contract

Attachment G – Federal Terms [*reserved*]