



Contract Number 12DO033 between the REGIONAL TRANSPORTATION DISTRICT and Allied Universal Security Services dated December 7, 2012 is amended pursuant to General Terms & Conditions Article 6, Options, as set forth below:

Purpose: The purpose of Amendment No. 12 is to implement the following provisions:

1. Amendment 12 extends the period of performance through January 31, 2019.
2. Amendment 12 funds the final twelve months of the extended period of performance. The Contract amount as revised by Amendment 12 of not-to-exceed \$41,969,651.82 is increased by \$16,790,602.18 to a revised Contract amount not-to-exceed \$58,760,254.00.
3. Amendment 12 adjusts the estimated deployment hours and not-to-exceed totals as follows:

	WEEKLY HRS	11/12th of 2018	1/12 of 2019
SOUTHWEST/CENTRAL RAIL	1,032	1,598,740.00	93,079.52
BIKE PATROL	336	520,520.00	30,304.96
SEPCIAL EVENTS	448	328,423.33	406,712.68
BOULDER JUNCTION	168	260,260.00	15,152.48
BLAKE	55	85,204.17	4,960.63
BOULDER TICKET/Boulder TC	168	260,260.00	15,152.48
CIVIC CENTER/FASTRACKS	344	532,138.75	30,981.41
DISTRICT SHOPS (Operations)	60	92,950.00	5,411.60
DENVER UNION STATION (Includes Plaza Officer)	1,301	2,014,846.17	117,305.45
TREASURY	120	185,900.00	10,823.20
SMITH RD/PEORIA	168	260,260.00	15,152.48
SOUTHEAST RAIL	848	1,313,693.33	76,483.95
WEST RAIL	680	1,053,433.33	61,331.47
I-225 RAIL	848	1,313,693.33	76,483.95
A-LINE/EAST RAIL	1,581	2,366,217.50	225,114.16
DIA	173	258,319.50	24,575.67
GOLD LINE (Commuter Platform)	1,498	2,242,032.50	213,169.48
NORTHWEST SEGMENT (B Line)	416	622,343.50	59,171.21
	<b>10,242</b>	<b>\$ 15,309,235.42</b>	<b>\$ 1,481,366.76</b>
Base Hrs	6,576		
FasTrack Hrs	3,667		

4. Pursuant to Amendment 12 and in exchange for the increased funding, the Contractor shall take the following actions during the extended period of performance:
  - a. Abide by and provide security services in accordance with the revised Statement of Work (SOW) dated December 28, 2017, which supersedes and replaces all previous versions and is attached hereto as Exhibit A and made part of Amendment 12. Under the revised SOW, the number of hours RTD will allow to be billed under the contracted

hourly rate for Training, per Section 2.7., B., is increased from 32 to 60 hours, and overtime billing is permitted only to the extent set forth in Section 2.8 of the revised SOW.

- b. Compensate security officers in accordance with the proposal and rate schedule as set forth in Option 4 dated December 22, 2017, attached hereto as Exhibit B and made part of Amendment 12.
5. Commencing up to six months prior to the end of the extended period of performance, RTD may issue to the Contractor notice of the selection of a new security services provider. In the event a new security services provider is selected, Amendment 12 requires the Contractor to participate in and carry out certain handover procedures required by RTD in order for the new provider to take over security services. Amendment 12 requires the Contractor to carry out and participate in the following procedures and requirements:
- a. The Contractor shall cooperate fully with RTD and any successful security services provider in order to achieve an efficient and effective transfer of operation of security services.
  - b. The Contractor, at RTD's sole cost and expense, shall at RTD's request participate in an effective transition program to ensure the successful continuation of all security services to a new provider.
    - i. The transition program shall commence 90 calendar days before the end of the extended period of performance and shall include a 60-calendar day gear-up phase.
    - ii. During the 60-day gear-up phase, the Contractor shall grant the new provider access to office space and the equipment necessary for the new provider to carry out security services for RTD.
    - iii. At the end of the 60-day gear-up period, the Contractor must participate in a phase-out period of 30 calendar days, unless extended by RTD. The 30-day phase-out period will consist of a schedule of phases to be determined and fixed by RTD (see Sample Phase Schedule below). During each phase, the Contractor will gradually reduce personnel deployments to certain assignments until no more assignments remain. At the end of the 30-day phase out period, the new provider will have taken over all assignments and the Contractor shall be relieved of duty.

Sample Phase Schedule

Personnel deployments to assignments will be reduced per week according to the following schedule:

Phase 1 (one week): Union Station, Civic Center & Remaining Facilities

Phase 2 (one week): Commuter Rail Lines

Phase 3 (one week): Light Rail Lines

Phase 4 (one week): Remaining Operational Deployments

- iv. During the 60-day gear up phase, the Contractor shall be compensated in the normal course under the Contract. During 30-day phase-out period, the Contractor shall submit invoices to RTD in accordance with the amount of billable hours worked for the Contractor's remaining assignments.

- v. At any time during the transition program, RTD reserves the option to extend the Contract for a period of up to four weeks.
- c. The Contractor shall provide, convey, or surrender (as the case may be) to RTD (to the extent not already provided, conveyed or surrendered to RTD):
  - i. All keys, access codes, or other devices necessary to access RTD owned property;
  - ii. RTD handheld radios and lapel microphones, handheld ticket writing devices, electronic 4" printers, computers, and any other devices necessary required to operate security services;
  - iii. Original bicycles furnished to Contractor by RTD; and
  - iv. Such other items as required by RTD, including any other RTD property.

Such surrender shall be subject to audit and verification by RTD that all equipment, devices, and other assets owned by RTD have been conveyed, surrendered, or provided to RTD; Contractor shall reasonably facilitate and allow RTD to conduct such audit and verification.

- d. The Contractor shall remove and surrender RTD logos from any and all equipment, uniforms, or other items required to operate security services.

Except as provided herein, all other terms and conditions of the Contract remain unchanged and in full force and effect.

Approved as to Legal Form for the  
Regional Transportation District:

By: Marisela D. Sandoral  
Legal Counsel

Name (print): Marisela D. Sandoral

Date: 1/5/2018

**Regional Transportation District**

By: David A. Genova  
General Manager and CEO

Date: 1.5.18

**Allied Universal Security Services**

By: [Signature]

Date: 1/4/2018

# **Contract Security Services**

## **STATEMENT OF WORK (Revised per Amendment 12)**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

##### **A. Description**

The Regional Transportation District (RTD) provides public transit services for an eight county area in the Denver Metropolitan Area. The RTD operates multiple facilities and several modes of transit alternatives including bus, light rail, and paratransit services. RTD is seeking a qualified contractor to provide armed uniformed security services for the light rail system, bus system and several RTD operating locations.

##### **B. Purpose**

The purpose of this contract is to provide security services with an emphasis on customer service and ambassadorship. The role of RTD's contracted security guards encompasses customer security, safety, and courtesy.

### **PART 2 – DESCRIPTION OF WORK**

#### **2.1 PERIOD OF PERFORMANCE**

- A.** The period of performance for this Contract is three years, with two one year options. The starting date of the contract is February 1, 2013.

#### **2.2 SCOPE**

- A.** In accordance with the terms of this Contract and as requested by the Transit Police Chief or Deputy Chief, Security Operations, the Contractor shall furnish all necessary labor, equipment, materials, and incidentals to perform the statement of work.

## 2.3 LIGHT RAIL SECURITY SERVICES

- A. The Contractor shall provide uniformed security services for the entire light rail alignment. All security officers shall be armed. The security force shall consist of the following approximate hours per week on the below alignments:

- Central Alignment - 640 hours
- South West Corridor - 392 hours
- South East Corridor - 848 hours
- West Corridor/C-Line - 680 hours
- Total light rail hours per week – 2,560 hours
- Emergency coverage for other posts or assignments may not be pulled from the established Light Rail scheduled hours. Emergency/special assignments various locations approximately 5,732 hours per year.

Duties shall include, but are not limited to, the following: the physical patrol of light rail vehicles, stations/platforms, park-n-Rides, fare enforcement, the enforcement of RTD rules and regulations. Each shift, each security officer shall perform the following: fare enforcement on vehicles & platforms, a minimum of two walk-through patrols at each park-n-Ride on their assigned section of the alignment; and at least one off-train physical patrol of every passenger station on their assigned section of the alignment. Security officers shall work alone unless a situation demands a cover officer. Security officers shall perform their duties as outlined in the Post Orders for light rail security officers.

- B. All security officers assigned to light rail must pass an RTD administered test on systems safety, policies, and procedures with a score of at least eighty (80) percent before assuming any duties.
- C. Security officers shall work eight (8) hour shifts to cover a twenty-four hour span on weekdays, weekends, and holidays. The specific schedule of working hours for each required shift shall be jointly developed by the Contractor and RTD, and may be altered at any time by the Transit Police Chief or Transit Police Commander, Field Operations, if deemed necessary. All shifts shall be covered during their assigned times and may not be made up at a later date or time.
- D. Special coverage shifts may be added to cover special events at the normal contract hourly rate. Special coverage may be required at any time in response to the National Alert System (NAS) as specified by the Department of Homeland Security (DHS) or other special events as follows: Bronco games, Parade of Lights, New Years Eve, and any other event with anticipated large Light Rail crowds. A separate special events schedule shall be jointly developed by RTD and the Contractor. The Contractor shall anticipate approximately 30 special events per year where as many as 30 additional officers will be necessary per event in addition to the regular schedule. Additional officers for special events shall meet the minimum training and qualifications stated in the Contract.
- E. The Contractor shall also supply six (6) dedicated full-size marked security vehicles (see **2.9 Vehicles**).

## 2.4 FACILITY SECURITY SERVICES

**NOTE: REFER TO AMENDMENT 12 FOR REVISED HOURS**

- A.** The Contractor shall provide uniformed security services for RTD operations and facilities throughout the Denver Metropolitan area. All security officers shall be armed. The security force shall consist of as many officers as the Contractor deems appropriate to cover the required operating hours of each individual facility with single officer coverage. Security officers shall be armed at all facility locations. The specific work shifts of officers shall be determined by the Contractor, but must meet the single person coverage of each fixed facility during open hours and be subject to the approval of the Transit Police Chief or Transit Police Commander, Field Operations. Security officer duties shall include, but are not limited to the following: opening and closing of facilities, setting and deactivating alarm systems, physical patrol of all post areas at least once every 30 minutes, courteously assisting RTD customers with questions, review and operation of CCTV systems, and enforcement of RTD rules and regulations. Special coverage may be required at any time in response to the National Alert System (NAS) as specified by the Department of Homeland Security (DHS) or other special coverage. In addition, the Contractor will assign an officer to assist RTD Video Investigations in the pulling of video data packs from video buses and/or light rail vehicles. The Civic Center post shall be a two officer post with one officer performing regular patrol post duties, and one officer monitoring the loading dock entrance. Both officers shall work the Civic Center Station hours listed in Section 2.4 B of the Technical Specifications.

RTD Holidays are New Year's Day, Martin Luther King Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Locations where security is **not needed** on Holidays are: Blake Administration Building, FasTracks Office & Operations Center.

- B.** The hours for each facility are as follows.

Blake Administration Building  
1660 Blake St., Denver  
Monday through Friday  
6:30 AM to 5:30 PM (55 hours per week)

Boulder Downtown Station  
1600 Walnut St., Boulder  
Monday through Sunday  
4:30 AM to 2:00 AM (168 hours per week)

Boulder Junction @ Depot Square  
(Opening 08/17/15)  
(168 hours per week)

Civic Center Station  
1550 Broadway, Denver  
Monday through Friday  
4:45 AM to 11:30 PM Monday through Friday  
5:45 AM to 11:30 PM Saturday & Sunday (258.5 hours per week)

FasTracks Office  
1560 Broadway, Suite 700, Denver  
Monday through Friday  
7:30 AM to 5:30 PM (50 hours per week)

Operations Center  
1900 31<sup>st</sup> Street, Denver  
Monday through Friday  
5:30 AM to 5:30 PM (60 hours per week)

Treasury Revenue Collection  
3301 Ringsby Ct., Denver  
Varying schedule (4 officers up to 160 hours per week)  
*(Officers assigned to this post must have a valid CDL driver's license with an air brake endorsement.)*

Denver Union Station  
1701 Wynkoop St., Denver  
24 Hours per day (6 officers/1,008 hours per week)

Approximate weekly total hours for facilities: 19,275.5 hours

Other RTD operating locations or facilities may be added to this list as required by RTD. If required, the Contractor shall provide services at any additional RTD operating location, facility, or other RTD property throughout RTD's operating area at the established contract hourly rate.

## **2.5 SUPERVISION AND CHAIN OF COMMAND**

- A.** The Contractor shall be responsible for supervision of all security officers assigned to their Contract. Supervision shall include the enforcement and compliance with all Post Orders. Failure to provide supervision will result in Contract termination. The Contractor shall establish a chain of command reporting structure and provide the structure to the Transit Police Chief or Transit Police Commander, Field Operations for acceptance. Any modification or change to the chain of command must be reported immediately to the Transit Police Chief or Transit Police Commander, Field Operations. The Contractor's Project Manager or designee shall be available to RTD twenty-four (24) hours per day, 365 days per year.

The Contractor shall assign a full-time Contract Manager to oversee their security services and be a single point of contact for RTD. This Contract Manager will operate out of an office on RTD property and perform all duties necessary to

assure contractual compliance. The contractor shall have a supervision program in place to provide physical supervision for all posts. All supervisory checks will be documented and turned into the Transit Police Chief on a regular basis.

In addition, the Contractor shall designate a shift supervisor on duty for all shifts. The Contract Manager shall review all incident reports and individual officer time sheets for accuracy. All security officer incident reports shall be submitted into the RTD Record Management System (RMS). Timesheets detailing all worked hours for each officer shall be signed by the individual officers and the Contract Manager, and shall be submitted with each invoice.

In the event of a security officer no show or failure to open a facility on time, the Contractor shall provide post coverage within one (1) hour of notification with a qualified replacement for that location. The Contract Manager shall notify the on-call Transit Police member immediately who shall notify the Transit Police Chief during normal business hours.

Any complaints on officers shall be passed on to the Contractor's Manager to investigate. A written response shall be submitted to the Transit Police Chief or Transit Police Commander, Field Operations within three (3) business days showing the disposition of the complaint and any corrective action taken.

Any use of force by a Contract Security Officer shall be reported to the Transit Police Chief or Transit Police Commander, or his/her designee immediately (on-call) by the command staff or shift supervisor. A "use of force" under this section is defined as any physical contact with a person.

## **2.6 POST ORDERS AND POST SUMMARY LOG**

- A.** The Contractor shall adhere to Post Orders developed for each post assignment. Post Orders will be jointly developed by RTD and the Contractor based on RTD determined minimum requirements. Post Orders will be a detailed description of the duties and requirements of each post including a post diagram or map. Contractor participation in the development of Post Orders is incidental to the statement of work; no additional payment will be made by RTD. The Contractor shall develop Post Orders and have the Post Orders in place prior to the Contract officer deployment date. Post Orders are incorporated into this contract by reference, any failure to comply with Post Orders may result in Contract termination.
- B.** The Contractor shall develop and implement a post summary log for each post that shows each shift worked, the officer that worked each shift, the hours of each shift, sign-in and sign-out of each officer, and contains a signature certification by the Contractor's supervisor verifying that the summary log is correct and accurate. The Contractor shall submit this log with their invoices.



## 2.7 TRAINING

- A. The Contractor must have an established training program which is given to all armed officers that will be assigned to RTD. The training must be provided by a certified instructor prior to deployment and documented for each employee. This basic training program must be at least 40 hours long and must cover the following topics:
- Public Relations / Customer Service
  - Verbal Judo
  - Firearms Training & Qualification
  - Use of Force
  - FBI Arrest & Control Tactics
  - Report Writing
  - State Law Governing Security Officer Authority
  - International Police Mountain Bike Assoc. (IPMBA) Training or equivalent
- B. Additionally, the Contractor shall provide, at the Contractor's expense, RTD specific training for all officers assigned under this scope of work as described below:
- Rail Safety & Operating procedures (8 hours)
  - Fare Inspection & Enforcement (8 hours)
  - Terrorism Awareness Training (4 hours)
  - Field Training program (60 hours – billed to RTD at the contracted hourly rate)
  - Minimum total training hours before working alone = 92 hours

## 2.8 SCHEDULE OF ESTIMATED BILLABLE HOURS

**NOTE: REFER TO AMENDMENT 12 FOR REVISED HOURS**

- A. Except as allowed in Item B. below, all hours billed to RTD will be at the contract rate. RTD will not pay vacation hours or holiday hours not actually worked.
- B. Overtime Billing rate shall be utilized in the following circumstances ONLY:
- Proposed Short Notice Requests – Requests with less than 7 days notice shall be billed overtime.
  - Specific and Schedule-Required Requests – With requests for a specific individual to work more than their 40 hours for a special reason, regardless of the notice provided, only the overtime impact for that individual will be billed. Example: "TSO Smith needs to stay two extra hours each day in the schedule due to the A-line schedule and coverage needs." Only the additional two hours will be billed at the overtime rate if it will put him over 40 hours.
  - Requests for Security Professionals that Exceed Five Percent of Daily Total Deployment – Requests for coverage in excess of five percent of the core contract hours may be billed as overtime until coverage is incorporated into the permanent base hours.

- C.** RTD may be billed for officer court time related to RTD cases only, if a subpoena or related documentation accompanies the proper invoice. All court time shall be billable at the same hourly rate and another qualified officer shall fill the time away from any scheduled shift.

**D.** Approved Billable Regular Hours Estimate per Post for Facilities

1. Blake St. 2,860 hours / year
2. Boulder Downtown Station 8,736 hours / year
3. Boulder Junction @ Depot Square 8,736 hours / year
4. Civic Center 13,442 hours / year
5. FasTracks 2,600 hours / year
6. Operations 3,120 hours / year
7. Treasury 8,320 hours / year
8. DUS 52,416 hours / year
9. Bicycle Patrol 17,472 hours / year

Total Hours: 19,275.5 / year

**E.** Approved Billable Regular Hours Estimate per Post for Light Rail / Commuter Rail.

1. Light Rail Alignments 133,120 hours / year
2. Commuter Rail 15,408 hours / year
3. Special Assignments 5,732 hours / year

**E.** Combined Yearly Estimated Billable Regular Hours

1. Light Rail = 133,120 hours / year
2. Commuter Rail = 15,408 hours / year
3. Facilities Hours = 19,275.5 hours / year
4. Combined Total = 266,230 hours / year

\*Note: Specials combination could be 5,732 hours/year\*

## **2.9 VEHICLES**

The Contractor shall provide six (6) vehicles dedicated to the RTD account for use on this Contract. These vehicles shall be parked at RTD operating locations and shall be for the sole use of the officers assigned to RTD. The Contractor shall be responsible for all maintenance and operating costs, including insurance and fuel. All costs associated with these vehicles shall be rolled into the hourly rate paid under this Contract.

All Vehicles will be "full size" 4-door white sedans or "mid-size" 4-door white SUV's. These vehicles must be manufactured in 2012 or later and will be all-wheel drive or 4-wheel drive.

All of these vehicles shall be equipped with clear low profile light bars. These light bars will contain:

- (4) Yellow 3rd generation linear corner facing LED modules / one per corner
- (6) Yellow front facing 3rd generation LED modules
- (6) Yellow rear facing 3rd generation LED modules
- (2) White LED adjustable takedown lights to front
- (2) White LED adjustable alley lights / right and left side

All vehicles will have a driver's side spot light permanently mounted to the side pillar of the vehicle to be operational by the driver of that vehicle.

Vehicles shall have signs stating TRANSIT SECURITY in at least 4" lettering on the back and both sides of the vehicle as well as the RTD logo.

Two of these vehicles will be assigned to Command Staff, one for the shift Lieutenant, two for the Sergeant/FTO, and one for Video Pull Investigations.

The final decision as to the suitability of any and all vehicles and/or equipment used by Contract personnel rests with the Transit Police Chief or Transit Police Commander, Field Operations.

Bicycle Patrol; Original bicycles will be furnished by RTD. Contractor will provide a black bag for the rear rack to hold required equipment. All maintenance and repair of those shall be the responsibility of the Contractor.

## **2.10 BONDS**

The Treasury post requires officers to transport sealed and locked containers containing currency and other valuables. Officers will not be exposed to open containers or loose currency. Given the sensitive nature of this position, an employee dishonesty bond shall be obtained for all personnel assigned to cover this post. This post will normally be a four officer location that will be required to fill in every time the regular RTD employee is off for vacation or sick leave. In these instances, should it be necessary to open any sealed container or equipment containing currency or other valuables, RTD will provide a Treasury employee to

perform this work. The cost for these employee dishonesty bonds shall be rolled into the Contracted hourly rate.

### **PART 3 – STANDARDS AND SERVICES**

#### **3.1 APPLICABLE STANDARDS**

- A. The Contractor shall comply with all federal, state, and local regulations.

#### **3.2 RTD FURNISHED DATA, SERVICES, AND EQUIPMENT**

**A. Data**

RTD will provide the Contractor with minimum Post Order and schedule requirements.

**B. Services**

RTD will provide information and incidentals necessary to access RTD owned property.

**C. Equipment**

RTD Issued Equipment:

- RTD Handheld radios and lapel microphones
- Handheld ticket writing devices
- Electronic 4" printers

The Contractor shall be responsible for all RTD provided equipment including damage, loss, or theft.

#### **3.3 MINIMUM SECURITY OFFICER QUALIFICATIONS**

- A. All security officers employed by the Contractor under this Contract are required to meet certain minimum requirements regarding background, experience, and health as established in this section. The final decision as to the suitability of any individual for assignment under this Contract rests with RTD. RTD reserves the right to demand the immediate removal of any security officer assigned to this Contract if at any time it is determined, by the Transit Police Chief or Transit Police Commander, Field Operations that continued assignment would be detrimental to RTD.

- B. Security Officer – Any prospective security officer assigned to an RTD post (light rail or facilities):

1. Must be a graduate of a certified Federal, State, County, or local law enforcement training academy, military police training program, or an

equivalent which presented the individual with the appropriate certificate or diploma.

2. Officers must have at least two (2) calendar years of full time experience as a certified civilian or military law enforcement officer or officers must have a minimum of two (2) calendar years of active reserve police officer experience (minimum of 16 hours per month documented). These officers must also comply with all of the training requirements as stated in section 3.3.B.1 above.

The Transit Police Chief or Deputy Chief – Security Operations Bureau will consider whether any proposed officer’s background may constitute equivalent experience.

3. Officers may not be assigned to this Contract if they currently, or have in the past, been:
  - a. Convicted of any felony or any sex crime
  - b. Convicted of assault, domestic violence, or any weapons offenses
  - c. Dishonorably or undesirably discharged from the military
4. Must obtain all required and applicable guard licenses, comply with all of their requirements, and assure that he or she has the appropriate licenses in their possession at all times while on duty.
5. Must pass a quarterly firearm qualification with a minimum score of eighty (80) percent given by a certified instructor at the expense of the Contractor. Each officer must qualify at least once each quarter, and scores for each employee must be submitted to the Transit Police Chief or Transit Police Commander, Field Operations within two (2) weeks of the qualification date.

#### **3.4 MINIMUM SUPERVISOR QUALIFICATIONS**

- A.** Must meet all minimum security officer qualifications listed in section 3.3.
- B.** Must have at least 2 years of full-time supervision experience in which he or she supervised a minimum of 20 people in a security or law enforcement environment.
- C.** Must have experience in developing and implementing post orders including training, opening/closing, alarm, and CCTV procedures.
- D.** Must have experience in preparing and reviewing incident reports, employee time records, work schedules, and responses to complaints regarding employee performance.

### 3.5 CONTRACTOR REQUIREMENTS

The Contractor must:

- A. Supply all uniforms and equipment to each employee; including Bicycle Patrol uniforms.
- B. Uniform Specifications:
  - a. Shirts:
    - Color: Grey
    - Fabric: 5.78 oz. – Polyester (65%)/Cotton (35%) stretch twill weave
    - Internal collar stays
    - Pleated pockets w/scalloped flaps w/Velcro closures
    - Permanent military creases (2-front, 3-back)
    - Cross-stitched shoulder straps w/working button
    - Extra-long tails
    - Unisex sizing
    - Badge tab w/metal grommet holes
    - Pencil Slot, Left Pocket
    - Hidden Zipper, Front
    - Long Sleeved / Short Sleeved
  - b. 6-Pocket Tactical Trouser
    - Color: Dark Navy Blue
    - Fabric: 7.25 oz. Polyester/Cotton – 65%/35%, twill
    - Teflon Coating
    - Zipper Fly Closure
    - Permanent military creases
    - Hemmed leg bottom
    - 1-3/4" belt loops
  - c. Bicycle Patrol Uniform
    - Shirt: Yellow w/ reflective stripes with approved shoulder patches
    - Pants: Navy or Black shorts with long pants for colder weather
    - Jacket: Yellow w/ reflective stripes with approved shoulder patches and water resistant
    - Helmet: ANSI approved Bicycle Helmet
    - Shoes: Black
  - d. Duty Belt

All items will be molded ballistic nylon and will include duty belt with internal stiffener, 2 ¼ inch width with Velcro inner lining, Velcro trouser belt, belt keepers handcuff case, magazine case, expandable baton & case, O.C pepper spray case, handgun holster (minimum level 2).

e. Uniform Jacket

Uniform Jacket will be a dark blue water resistant outer shell that is breathable and reverses to a Hi-Visibility duty jacket. This jacket must meet ANSI / ISEA 107-2010 class II, Level II standards for visibility.

Note: Embroidered patches for both shirts and jackets must identify the officer as "RTD Transit Security Officer." The letters "RTD" must be in red in color.

f. Safety Vest

All officers that are not wearing their Hi Visibility duty jacket must be in possession of a safety vest. This vest must meet ANSI / ISEA 107-2010 class II, Level II standards for visibility.

g. Firearm

.40 Caliber semi-automatic hand gun with a minimum of (2) two extra magazines for that weapons system.

h. O/C Pepper Spray

Zark International Inc. Cap Stun MK3 1.45 Micro Spin Stream unit.

- C. The final decision as to the suitability of any and all uniforms and/or equipment used by Contract personnel rests with the Transit Police Chief or Transit Police Commander, Field Operations.
- D. Maintain full coverage on all contracted personnel for Workers Compensatory Insurance, and a Public Liability Insurance policy of not less than one million dollars (\$1,000,000) with RTD as a named insured. Must also carry an automotive insurance policy with RTD as a named insured that indemnifies all officers who might drive an RTD vehicle.
- E. Establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or the Regional Transportation District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor must further agree to certify annually it's compliance with Parts 653 and 654 before December 31<sup>st</sup> of every year and to submit the Management Information System (MIS) reports before March 15<sup>th</sup> of every year to RTD's Drug and Alcohol Program Coordinator at 1660 Blake Street, Denver, CO. 80202. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and

Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

RTD’s drug and alcohol policy will be available for review by **appointment only** during the bid period by contacting RTD’s Drug and Alcohol Program Coordinator, Edin Memic at 303-299-2005.

### **3.6 LIQUIDATED DAMAGES FOR FAILURE TO PERFORM**

- A.** In the event of an incident that constitutes non-performance, it would be difficult to determine the exact amount of loss or damages suffered by RTD. Therefore, for every occurrence that constitutes a state of non-performance, the Contractor will be liable to RTD, as liquidated damages and not as penalty, in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). This section will not apply to non-performance due to acts of God, acts of the public Enemy, acts of the Government (in either its sovereign or contractual capacity), fires, floods, strikes, and unusual severe weather; provided, that the Contractor shall, within three (3) days of the onset of any such conditions, notify the Contracting Officer in writing of the causes of the conditions and the facts related thereto. Nothing in this clause shall be interpreted as limiting in any way RTD’s right to proceed against the Contractor for additional damages or losses other than non-performance. RTD reserves the right to deduct said liquidated damages from any amount due to the Contractor under this Contract or, at its option, to collect such liquidated damages directly from the Contractor or its surety.

The following is a list of conditions which will constitute non-performance and may result in assessment of liquidated damages, but is not limited to those listed below:

1. Not properly equipping an officer
2. Improper Licensure
3. Excessive hours on duty (more than 12 hours/day or 60 hours/week) (not approved in advance by RTD)
4. Reassigning to duty any guard previously suspended by RTD
5. Assigning an improperly trained or nonqualified officer
6. Failure to maintain proper insurance (public liability, worker’s comp, auto)
7. Failure to comply with Federal Drug and Alcohol Testing Requirements
8. Failure to cover a post after one hour notification
9. Late for duty or failure to open facility on-time



10. Sleeping on duty
11. Failure to follow duty/post orders
12. Abandoning duty during contracted time
13. Violations of Local, State, or Federal laws, regulations, or ordinances
14. Failure to provide properly equipped vehicles as prescribed in the Scope of Work. This damage may be assessed per vehicle not provided.

### **3.7 PERFORMANCE INCENTIVES**

RTD will pay performance-based incentives according to the following schedule:

1. Maintaining the same Contract Manager for a full year.  
Incentive = \$1,000 per year
2. Maintaining the same Deputy Contract Manager for a full year.  
Incentive = \$500 per year
3. The Contractor shall maintain an employee incentive and recognition program that includes the following minimum requirements:
  - Provide written letters of commendation for at least 2 (two) officers each month.
  - Selection of an "Officer of the Month" for each month that includes at least a \$50 financial award for that officer.

Documentation of these commendations will be forwarded to Transit Police Chief or Transit Police Commander, Field Operations.

4. Anytime an officer detains a suspect for any serious crime at any location, and the local police make an arrest or any officer involved in a lifesaving activity. The security officer(s) involved must receive at least half of this incentive as a reward divided equally among all involved officers.

Incentive = Up to a maximum of \$1000 per occurrence

(Note: All incentives amounts will be paid directly to the officer, no taxes will be taken out of the payment.)

## **PART 4 – EXECUTION AND COORDINATION**

### **4.1 CONTRACT SUBMITTALS**

- A. The Contractor shall provide the following items during the course of this Contract.

1. A weekly schedule of assigned security officers, including post assignments, times, and dates shall be delivered, faxed, or e-mailed to both the Transit Police Chief or Transit Police Commander, Field Operations.
2. The Contractor's Supervisor shall submit a folder containing documentation of all qualifications and training for each officer to the Transit Police Chief or Transit Police Commander, Field Operations prior to each officer assuming any duties under this Contract. This documentation shall include a checklist of all contract required elements, completion dates, and signed verification by the officer and Contractor's supervisor (initials are not acceptable). The Contractor shall update these folders as changes occur, to include RTD specific post training for each officer.
3. Submittals as required to demonstrate compliance with drug and alcohol program requirements in accordance with 49 CFR Parts 653 and 654 as stated in Sections 3.5 of this Contract.
4. Incident reports shall be submitted into the Record Management System (RMS).
5. Quarterly firearm qualification scores for each security officer shall be submitted to the Transit Police Chief or Transit Police Commander, Field Operations within two (2) weeks of the qualification date.

#### **4.2 COORDINATION**

##### **A. Transit Police Chief or Deputy Chief – Security Operations Bureau**

The Contractor shall coordinate all work with Transit Police Chief or **Deputy Chief – Security Operations Bureau**. The RTD Project Manager for this Contract is the Transit Police Chief. The RTD Project Supervisor is **Deputy Chief – Security Operations Bureau**.

#### **4.3 MEETINGS**

##### **A. Supervisory Meetings**

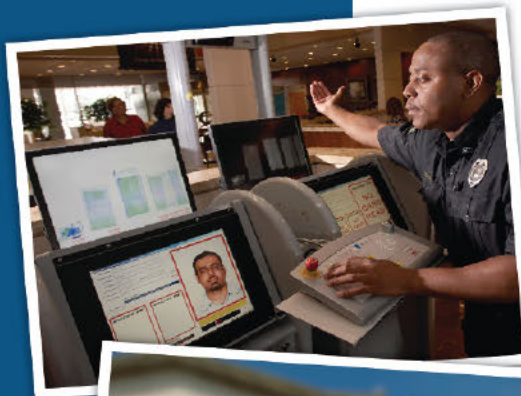
The Contractor shall meet with the Transit Police Chief to discuss Contract issues on an as-needed basis. These meetings shall take place at the administrative offices at 1660 Blake Street, Denver, CO 80202.

##### **B. Management Meetings**

The Contractor's Project Manager shall meet with the Transit Police Chief or **Deputy Chief – Security Operations Bureau** to discuss contract management issues on an as-needed basis. These meetings shall take place at the administrative offices at 1660 Blake Street, Denver, CO 80202.

#### **4.4 CONTRACTOR INVOICES**

- A.** The Contractor shall provide RTD with an itemized invoice for each post. Each invoice shall include the following back-up documentation: a post log summary sheet showing each shift worked, the officer that worked each shift, a signed certification by the Contractor's supervisor stating the summary is correct and accurate, signed individual officer time sheets or time cards signed by the officer, and any other additional information determined necessary by the Transit Police Chief or the RTD Internal Auditor. If the documentation is incorrect, incomplete, confusing, or altered the invoice will be returned to the Contractor for correction to include necessary supporting documentation before being considered for payment. In each circumstance that an invoice is returned to the Contractor for clarification, the 30-day review and payment terms will begin again upon RTD's receipt of the re-submitted invoice. No interest or penalty shall be assessed to or paid by the RTD in this circumstance.



## Extending our TSO Program

A one-year extension proposal for RTD

December 22, 2017



Presented to:  
**Ms. Linda Wells**  
Regional Transportation District

**Chief Robert Grado**  
Regional Transportation District

Prepared by:  
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Business Development Manager  
Allied Universal Security Services



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