A REQUEST FOR PROPOSALS (RFP)

FOR

PROFESSIONAL SERVICES TO PROVIDE

EXECUTIVE SEARCH SERVICES

REGIONAL TRANSPORTATION DISTRICT (RTD)

1600 BLAKE STREET

DENVER, COLORADO 80202-1399

RFP NO. 19DH013

07/01/2009
REQUEST FOR PROPOSALS

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PART I

INSTRUCTIONS TO PROPOSERS
INSTRUCTIONS TO PROPOSERS

RFP SUMMARY

A. RFP Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2009</td>
<td>RFP advertised and mailed to prospective proposers.</td>
</tr>
<tr>
<td>07/08/2009</td>
<td>Inquiry Period: Written questions from prospective proposers are to be received by 5:00 p.m. prevailing local time. Questions must be directed to Linda Wells, Purchasing Agent.</td>
</tr>
<tr>
<td>07/10/2009</td>
<td>RTD sends responses to written questions, if any, to all prospective proposers.</td>
</tr>
<tr>
<td>07/17/2009</td>
<td>Proposals due: Written proposals must be received by Contracts and Procurement, RTD, 1600 Blake Street, Denver, Colorado 80202-1399.</td>
</tr>
<tr>
<td>Estimated for the week of 07/27/2009</td>
<td>If necessary, oral presentations by selected finalists will be held at RTD, 1600 Blake St., Denver, Colorado 80202</td>
</tr>
<tr>
<td>08/04/2009</td>
<td>RTD anticipates making final selection.</td>
</tr>
</tbody>
</table>

B. Services – RTD is seeking proposals from qualified firms to provide Executive Search Services.

C. Cost Type – Payments are anticipated to be made on a “Fixed Price Fee plus Reimbursement of Eligible Expenses” basis.

D. Award of Contract – Award of a Contract from this RFP will be based upon “best value” competitive proposal procedures.

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. Subject to any options to extend, Contractor will be required to perform until the Work has been accepted by RTD. In executive search work, it is extremely difficult to estimate with any precision the length of time needed to successfully complete an engagement of this nature. The completion of the search is estimated to take approximately 6 months.

F. Option for this Contract – There is an option to provide Executive Search Services per the Scope of Services for one additional executive position: FasTracks Capital Development Manager.
G. **Small Business Enterprises Requirements** – RTD has specified a SBE goal of [0%] percent for the Work to be performed under the resulting Contract.

**Disadvantaged and Small Business Requirement for Contracts with No DBE/SBE Goal:** RTD has not specified a DBE/SBE participation goal for the Work to be performed under the resulting Contract. However, RTD encourages and expects proposers to pursue subcontracting, mentoring, joint venturing, teaming and partnering opportunities with DBE firms in the ordinary course of its business/teaming strategies. To date, RTD has achieved greater than 20% DBE/SBE participation on its overall FasTracks DBE/SBE Program. Proposers are encouraged and expected to create a level playing field to the maximum practical extent consistent with the objectives and requirements of the RTD DBE/SBE program based on federal regulations codified at 49 CFR Part 26 and RTD’s SBE Program Policy. Therefore, proposers are requested to document in writing, their efforts to include DBE/SBEs in this contracting opportunity, if any. Proposers are also requested to explain in their executive summary how they intend to utilize and/or will encourage subcontracting, mentoring, joint venturing and/or partnering opportunities with DBEs/SBEs for this project. Furthermore, proposers are to submit a general workforce breakdown for their company (including affiliates) and the project specifically. RTD is interested in your strategies and approach to seeking diversity in the proposer team to include DBEs/SBEs, minorities and women in the subcontracting, supplier and workforce opportunities associated with the resulting contract. RTD is an equal opportunity employer and also operates a successful Small Business Opportunity 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 than ninety days from proposal due date.**

**GENERAL INSTRUCTIONS**

A. **General.**

1. The Regional Transportation District requests proposals from qualified respondents interested in providing Executive Search Services to assist the RTD Board of Directors in conducting a nationwide search for the position of General Manager/CEO, subject to the Option identified in Section F. above.

RTD shall have the option of contracting for only the General Manager/CEO or for both positions.
2. Option(s). If RTD has included the potential for options on this Contract, 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).

3. The Proposal Contents Checklist, Part 2 of the RFP, 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.

4. Part 4 of this RFP is a copy of the Contract contemplated for award substantially in the form to be executed.

5. A listing of all holders of the RFP will be available approximately ten days after the advertisement 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. Each Proposer shall acknowledge receipt of said addenda in writing.

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

Linda Wells, Purchasing Agent  
Regional Transportation District  
1600 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, Purchasing Agent, is the sole point of contact for RTD and RTD’s project team members concerning this RFP. Any violation of this condition may be 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. Proposers’ questions must be submitted in writing, whether hard-copy, facsimile or e-mail submission. All requests for clarifications must be made during the
Inquiry Period. RTD has no obligation to respond to questions or requests for clarifications 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 all recipients of this RFP.

3. If the RFP schedule provides for a pre-proposal briefing (“Briefing”), RTD will not respond to any questions regarding the RFP until the Briefing. Firms that have received this RFP, whether present for the Briefing or not, will receive: (1) a copy of the minutes; (2) answers to all questions presented; (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.

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. Proposal Submission. RTD’s Purchasing Agent, Linda Wells must receive nine (9) copies of your technical proposal, one copy of the cost proposal, and one copy of all RTD-required submissions. Your proposal 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 shall be returned unopened to the proposer.

3. 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.

   a) Cost proposals MUST be submitted in a sealed envelope.
   b) Technical proposal responses should not exceed thirty 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.

B. Content Requirements.

1. All proposals must include the signed Addenda acknowledgement included with Part 2, which should list all addenda received. Failure to provide this acknowledgement form or list 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. Proposers shall delineate if appropriate on the two separate searches.

   b) An Executive Summary of no more than 5 pages including an explanation of how they intend to utilize and/or will encourage subcontracting, mentoring, joint venturing and/or partnering opportunities with DBEs/SBEs for this project. RTD is interested in your strategies and approach to seeking diversity in the proposer team to include DBEs/SBEs, minorities and women in the subcontracting, supplier and workforce opportunities associated with the resulting contract.

   c) A detailed technical proposal (maximum thirty pages) in narrative form describing the proposer and proposed team for each separate search, including the following:

      (i) **Experience and Capabilities of the Firm and Key Personnel**

      Demonstrated experience of the proposed team (including subcontractors) and key personnel with relevant multi-modal transit recruitment searches for similar positions in the private and public sectors. For each search that demonstrates this experience, provide:

      a. The exact scope of services
      b. Dates of engagement
      c. Job Title/Description
      d. Salary range for each search
      e. Whether the position was filled within the desired timeframe
      f. Client contact names, phone numbers and email addresses

      You must include client contacts for at least five searches in the last three years.
Staff Experience

Key staff must be qualified, by experience and training, to conduct the search. Describe the qualifications and experience of the key staff members you propose to work on this project, and demonstrate how your staff’s experience, education and training, or special knowledge skills or abilities best qualify your firm to conduct this search. Also, designate who among your staff members will be in charge of each search effort. Identify the personnel resources that will be assigned to each activity delineated in the Work Plan (below). State the proportion of time that personnel will allocate to each task of the project.

(ii) Project Approach and Timeline

- Detail process to accomplish the objectives listed in the scope of work:

  Work Plan—provide a detailed task-oriented breakdown for each activity in the Scope of Services. Proposers wishing to add activities to those specified must show the additions as separately numbered tasks.

  Methodologies—describe how each activity will be accomplished, providing a detailed explanation of the procedures or processes that will be used to attain the expected outcomes; include a description of the proposed method of working with the RTD General Manager Transition and Executive Search Committee, the resources or services requested of the Committee (if any), and the proposed method of receiving Committee approval of deliverables.

  Deliverables—List and describe the form and content of each work product, “pre-Committee meeting input and post-Committee meeting output”, reports and recommendations you would provide to the RTD General Manager Transition and Executive Search Committee during the search process. Provide samples.

  Schedule—Include a proposed work schedule, by activity, indicating when each activity will be accomplished. Identify all meeting dates with the Committee and any significant milestones or deadlines. Include due dates for all deliverables.

  Describe your firms Guarantee Replacement Policy, if any.

  Describe your firms policy regarding internal candidates (to also include any candidate(s) referred by RTD).

d) Supplemental project information appendix, including:

(i) An organizational chart for each firm on the proposed team and résumés for all staff listed on the organizational chart.
(ii) Résumés of all proposed key personnel and the availability during the Contract performance period of all key personnel.

e) Completed forms and certifications required by the Contract (one copy each), submitted as a separate section with the Cost proposal.

f) 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. Cost proposals must clearly identify pricing proposed for the type of Contract to be awarded. This will be a Fixed Price Fee plus Reimbursement of Eligible Cost Contract. The Cost proposal must identify the Fixed Fee amount and it must also describe all expenses eligible for reimbursement. Any item not described as an expense eligible for reimbursement will be deemed to be part of the Fixed Fee. The Cost proposal must include any additional costs associated with additional meetings (priced per meeting) if more than 3 meetings with the RTD General Manager Transition and Executive Search Committee are required, and it must specify the number of additional meetings required. The Cost proposal must identify proposed payment milestones. The Cost proposal must address pricing, in the same format as for the base contract, for the Option described on Page 1, Item F. Please delineate any difference in the fee if an internal candidate is selected by the Board of Directors.

D. Upon selection for Contract award, when requested by the RTD Purchasing Agent, the selected Proposer must provide 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 40%
2. Experience and Capabilities of the Firm and Key Personnel 30%
3. Project Approach and Timeline 15%
4. References 15%

B. Notifications to Unsuccessful Proposers.

1. Pre- and Post-Award Notices of Exclusion. The Purchasing Agent shall notify unsuccessful proposers in writing of exclusion from award. Requests for a debriefing must be submitted to the Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent. Proposers must exhaust all administrative remedies prescribed by RTD’s protest procedures before proceeding to court.

LEGAL NOTICE TO PROPOSERS

A. 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.

B. 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.

C. 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.

D. Insurance and Bond Requirements. Proposers’ attention is directed to the insurance and bond requirements prescribed in Exhibit 2 to the Contract Terms and Conditions. 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.

E. 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.

F. 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.

G. Cost of Proposal Preparation. RTD shall not reimburse proposers for costs incurred for preparation of proposals or required documentation.

H. Materials Submitted. All materials submitted shall become the property of RTD and will not be returned to the proposer.

I. Confidentiality. RTD is a public entity subject to the provisions of the Colorado Open Records Act and all materials submitted 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.

J. 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.

2. It is the intent of RTD to make an award within sixty days from the RFP due date; however, all proposals shall be valid for no less than ninety 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.

K. Prohibited Interests

1. 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 public official or employee of a governing body of any locality included within the Regional Transportation District shall have a personal or financial interest in any Contract performed within the locality of such governing body.

2. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of any Contract awarded, or to any benefit arising from it.

L. 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.
PART 2

PROPOSAL CONTENTS CHECKLIST
PROPOSAL CONTENTS CHECKLIST

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

☐ Cover Letter (maximum 2 pages)
☐ Executive Summary (maximum 5 pages)
☐ Addenda Form
☐ Technical Proposal (9 copies; maximum 30 pages each)
☐ Cost Proposal (1 copy in a sealed envelope)
☐ Form W-9 Taxpayer Identification Number Request (one copy - include with cost proposal)
☐ Certification of Compliance with Prohibition Against Employment of Illegal Aliens (one copy – include with cost proposal)
☐ Organizational Conflict of Interest Certification (one copy – include with cost proposal)
☐ Employment Data Form (one copy – include with cost proposal)

* Items in bold have been provided.
ACKNOWLEDGMENT OF ADDENDA RECEIVED

The undersigned acknowledges receipt of the following addenda to RTD Request for Proposal documents (give number and date of each):

Addendum Number ________________ Dated: ________________
Addendum Number ________________ Dated: ________________
Addendum Number ________________ Dated: ________________
Addendum Number ________________ Dated: ________________
Addendum Number ________________ Dated: ________________
Addendum Number ________________ Dated: ________________
Addendum Number ________________ Dated: ________________

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the request which would require rejection of the proposal.

The undersigned understands that any condition stated above, clarification of the above, or information submitted on or with this form other than requested will render the quotation non-responsive.

Firm Name: ______________________________
Address: ______________________________
______________________________

By: ______________________________
Signature of Authorized Official
Title: ______________________________
Date: ______________________________
Form W-9 Taxpayer Identification Number Request (Use this form to obtain TIN for payments of interest, dividends, or Form 1099-B gross proceeds)

To: Account:

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you, and because the payment is reportable on an information return to the IRS, you are required by law to provide your correct Social Security Number or Employer Identification Number to us. If you do not provide us with this information, your payments may be subject to 30% federal income tax backup withholding (29% after December 31, 2003). Also, if you do not provide us with this information, you may be subject to a $50 penalty imposed by the Internal Revenue Service under section 6723.

Federal law on backup withholding preempts any state or local law remedies, such as any right to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payer is required to withhold 30% of its payment to you (29% after December 31, 2003). Backup withholding is not a failure to pay you. It is an advance tax payment. You should report all backup withholding as a credit for taxes paid on your federal income tax return.

Use this form only if you are a U.S. person (including U.S. resident alien). If you are a foreign person, use the appropriate Form W-8.

Instructions: 1. Complete Part 1 by completing the one row of boxes that corresponds to your tax status.
2. Complete Part 2 if you are exempt from Form 1099 reporting.
3. Complete Part 3 by filling in all lines.
4. Return this completed form to us in the enclosed envelope.

Part 1 - Tax Status: (complete only one row of boxes)

Individuals: (Fill out this row.)

Individual Name: (First name, middle initial, last name)

Individual's Social Security Number

Sole Proprietor (or an LLC with one owner): (Fill out this row.)

Business Owner's Name: (REQUIRED)

Business Owner's Social Security Number

Business or Trade Name (OPTIONAL)

Partnership (or an LLC with multiple owners): (Fill out this row.)

Name of Partnership:

Partnership's Employer Identification Number

Partnership's Name on IRS records (see IRS mailing label)

Corporation, or Tax-Exempt Entity: (Fill out this row.)

Name of Corporation or Entity:

Employer Identification Number

Part 2 - Exemption: If exempt from reporting, check your qualifying exemption reason below:

[ ] Corporation
[ ] Tax Exempt Entity
[ ] The United States
[ ] A state, the District of Columbia, a possession of the United States, or any of its political subdivisions or agencies
[ ] A foreign government or any of its political subdivisions or an international organization in which the United States participates under a treaty or Act of Congress

Note that there is no corporate exemption for medical and healthcare payments or reimbursements for local services under 501(a) includes 501(c)(3), or IRA

Part 3 - Certification: Under penalties of perjury, I certify that:

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
2. I am not subject to backup withholding because: (a) I 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
3. I am a U.S. person (including a U.S. resident alien).

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.

Person completing this form:

Signature: ___________________________ Date: ___________________________ Phone: (________) ___________________________

Address: ___________________________ City: ___________________________ State: ___________________________ ZIP: ___________________________
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: ________________________________

(please print)

Solicitation or Contract No. ________________________________

FOR CONTRACTOR:

__________________________________________  _______________________
Signature                                     Date

Name (please print)

__________________________________________
Title (please print)
ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

The Offeror 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 ________________________________

Date ________________________________
SOLICITATION STATISTICS

The Regional Transportation District must create and maintain bidders statistics, consisting of all firms bidding on prime contracts and bidding or quoting subcontracts on DOT-assisted projects per 49 CFR Part 26.11. We suggest you make copies of this form and send with your initial contact to the subcontractor(s) (both DBEs and non-DBEs) and ask them to return the filled out form with their bid/proposal to you. (A DBE is a Disadvantaged Business Enterprise, a firm that is 51% owned/operated by woman or minority and certified.) You will then include these with your bid/proposal, as well as your copy of this form.

This information will be used for statistical information only.

Firm Name: _____________________________________________

Firm Address: ___________________________________________

_____________________________________________________

_____________________________________________________

Status: Non-DBE ___  DBE ___

Type of Work Bid On: ________________

Month/Year firm started: _________________

Ethnic Background: Asian

__ Black
__ Hispanic
__ Native American
__ White Female
__ White Male
__ Other __________

Annual Gross Receipts of the Firm: (check one)

0 to $500,000 ___  $500,000 - $1,000,000 ___

$1 Million - $5 Million ___  $5 Million - $10 Million _____

$10 Million - $16.7 Million ____  Above $16.7 Million _____

Solicitation Number: ________________________________
FOR EMPLOYER CERTIFICATION OF WORKFORCE

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by Federal, State or local law. All specified data are required to be filled in by law.

<table>
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<th>Job Categories</th>
<th>Total Employees in Establishment</th>
<th>Official &amp; Managers</th>
<th>Professionals</th>
<th>Technicians</th>
<th>Sales</th>
<th>Office &amp; Clerical</th>
<th>Craft Workers (skilled)</th>
<th>Operatives (semi-skilled)</th>
<th>Labors (unskilled)</th>
<th>Service Workers</th>
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<tr>
<td></td>
<td>Total Employees Including Minorities</td>
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<td>Total Male Employees Including Minorities</td>
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<td>Total Female Employees Including Minorities</td>
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The undersigned certified that he/she is legally authorized by the bidder/proposer to make the statements and representations contained in this report; that he/she has read all of the foregoing statements and representations and they are true and correct to the best of his/her knowledge and belief. The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives set forth herein without prior notice to RTD, the bidder/proposer will be subject to the loss of all future awards.

Firm or Corporate Name ____________________________________________

Address of Office Reporting ________________________________________

Signature ________________________________________________________

Date of Signing _________________________________________________
DESCRIPTION OF JOB CATEGORIES

**Officials and manager** – Occupations requiring administrative personnel who set board policies, exercise full responsibility for execution of these policies, and individual departments or special phases of the operations.

**Professionals** – Occupations requiring either college education or experience of such kind and amount as to provide a comparable background.

**Technicians** – Occupations requiring a combination of specific scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training.

**Sales** – Occupations engaging wholly or primarily in selling.

**Office and clerical** – Includes all clerical-type work, regardless of level of difficulty, where the activities are predominately non-manual though some manual work directly involved with altering or transporting the products is included.

**Craft Worker** (skilled) – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercises considerable independent judgment and usually requires an extensive period of training.

**Operatives** (semi-skilled) – Workers who operate machines or processing equipment or perform other factory-related duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

**Laborers** (unskilled) – Workers in manual occupations which generally require no special training perform rudimentary duties that may be learned in a few days and require the application of little or no independent judgment.

**Service Workers** – Workers in both protective and unprotective service occupations.

**RACE/ETHNIC IDENTIFICATION**

**White** (not Hispanic origin) – All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

**Black** (not Hispanic origin) – All persons having origins in any of the Black racial groups of Africa.

**Hispanic** – All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless or race.

**Asian or Pacific Islander** – All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

**Native American** – All persons having origins in any of the original peoples of North American, and who maintain cultural identification through tribal affiliation or community recognition.
PART 3

SCOPE OF WORK/SERVICES/TECHNICAL SPECIFICATIONS
SCOPE OF SERVICES

The Contractor will provide the following services to RTD at a minimum on each separate position:

1. Consult and advise the RTD General Manager Transition and Executive Search Committee on the content of the position description for a General Manager/CEO.

   **Note:** At the sole discretion of the RTD Board of Directors, should the Option be exercised to recruit for the additional executive position of FasTracks Capital Development Manager, the Scope of Services would apply to that recruitment as well.

2. Develop a strategy for carrying out the recruitment, including outreach to encourage applicants from diverse backgrounds to apply for each position.

3. Assist the Committee in involving Stakeholders in the Denver metro area in the search for each position.

4. Identify potential contacts and conduct personal outreach recruitment, including development and placement of advertisements for the positions.

5. Review resumes for background and qualifications followed by telephone interviews to clarify each applicant’s experience. Prepare a written summary of a minimum of 10 to a maximum of 15 candidates with the most promising qualifications for each position.

6. Evaluate candidates for each position for serious consideration (5 to 6 candidates) by conducting in depth reference checks with individuals who are or have been in the position to evaluate the candidate’s performance on the job. Such references should go beyond those listed by the candidate. Through these reference checks, ascertain the candidate’s strength in personal dimensions identified by a job description prepared by RTD as well as the contractor’s interviews with stakeholders.

7. Initial screening of candidates for each position based on criteria agreed upon with the RTD General Manager Transition and Executive Search Committee.

8. Design of interview questions.


10. Development of key competency areas for evaluating candidates.
11. Finalize a process with RTD for interviews and coordinate applicant’s participation in interviews.

12. Recommendations of finalists for the positions.

13. Support in the scheduling and conducting of interviews with potential candidates for the position.

14. Communication with all candidates acknowledging their applications and informing them of their final status in the search;

15. Provide a debrief to the RTD General Manager Transition and Executive Search Committee following interviews and identify additional candidates if necessary.

16. Verify selected candidates’ educational background, and conduct criminal, financial, newspaper, and civil litigation checks.

17. In the event politically sensitive or potentially embarrassing issues arise in the candidate’s background, conduct in-depth interviews with principal parties to clarify the event and clearly describe the event.

18. Conduct compensation and relocation negotiations with finalist (if necessary);

19. Reinitiate additional searches as required, at no fee to RTD, if the successful candidates leave employment from RTD within one year of placement.

20. The contractor will be responsible for all costs associated with recruiting, interviewing and screening candidates (including background investigations). RTD will be responsible for the cost of interviews, travel and any additional background investigations conducted by RTD as part of RTD’s selection approval process. RTD will also be responsible for relocation costs, if any, on the candidate(s) selected for hire.

Search firms should plan on at least three meetings with the RTD General Manager Transition and Executive Search Committee during this search.

21. Work with the RTD General Manager Transition and Executive Search Committee to:
   - Review and, if necessary, change the executive selection process;
   - Review and, if necessary, change the executive job descriptions;
   - Review and, if necessary, change evaluation criteria, which presently include the following:
     - Vision
     - Leadership
     - Personal Integrity
- Successful interaction with District-wide city and county officials
- Management skills
- Skill in building strong relationships and developing consensus
- Understanding the challenges that confront RTD
- Commitment to:
  - Diversity
  - Public service
- Understanding the challenges unique to RTD and FasTracks
- Professional success
- Standing in profession
- Ability to work with diverse groups
- Media savvy
- Verbal and written presentation skills (communication skills)

  - Develop ratings scales, questionnaires, interview questions, rating methodology, and interview process;
  - Develop a realistic time line and budget;
  - Counsel the RTD General Manager Transition and Executive Search Committee on interview questions, process, and evaluation techniques and evaluate feedback for the Committee;
  - Assist with employment negotiations, if necessary.

All services provided shall be performed in a confidential manner in accordance with the rules and policies covering RTD, and within all state and federal laws.
CONTRACT AWARD and SIGNATURE PAGE

RTD Contract Number 19DH013

ISSUED BY
Regional Transportation District
1600 Blake Street
Denver, Colorado 80202 - 1399
Notices to: Linda Wells, Contract Administrator

CONTRACTOR
[Name]
[Address]
[City, State, ZIP]
Notices to: [CONTRACT REP NAME], Contract Representative

Invoices: Submit invoices as stated in Contract Section I, Statement of Contract Cost, Invoicing

Products/Services: Executive Search Services

Total Contract Amount: [Inclusive of any fixed fee and cost detailed on Statement of Contract Cost]

Type: Firm Fixed Fee plus reimbursement of eligible expenses

Effective Date: Date of execution by RTD and until Contract Closing

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 continue for ___ months.

This Contract consists of: Contract Award and Signature Page; Section I – Statement of Contract Cost; Section II - Scope of Work; Section III - Terms and Conditions, including exhibits thereto; and Section IV – Attachments. 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 [CONTRACTOR]
By: 
Name (print): 
Title: 
Date: 

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: Clarence W. Marsella
General Manager
Date: 

Approved as to legal form for the Regional Transportation District
By: 
Legal Counsel

FIXED PRICE CONTRACT

SECTION I STATEMENT OF CONTRACT COST
STATEMENT OF CONTRACT COST

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. 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 continue for a period of 6 months or until such time as the Work has been completed and accepted by RTD.

B. Compensation.

1. This is a “fixed-price fee plus reimbursement of eligible expenses services Contract with a maximum not-to-exceed price of $\text{TOTAL CONTRACT PRICE}$, within which price Contractor agrees to complete the Work as per the Contract documents. Compensation for Work shall be on a fixed price fee plus reimbursement of eligible expenses in accordance with the negotiated pricing schedule included herein.

2. All prices, rates and costs negotiated and charged to RTD 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. Contractor shall list all expenses that are eligible for reimbursement on each invoice, providing details of each item.

3. RTD shall not pay the Contractor for any Work performed 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.

4. 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. The Contractor shall be reimbursed for reasonable expenses incurred for lodging, subsistence, and transportation in connection with authorized travel required in performance of this Contract.

   a) Reimbursement for authorized air travel shall not exceed coach airfare unless specifically authorized/approved by RTD as per the General Services Administration (GSA) Federal Travel Regulation (FTR), 41 CFR Chapter 301, Subchapter B (Allowable Travel Expenses). For more information on this subject, see www.gsa.gov/federaltravelregulation.

   b) Costs reimbursed for lodging and subsistence shall not exceed the current \textit{per diem} rates for Denver, Colorado, as found on the GSA website www.gsa.gov.

5. 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 shall 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.

C. Fixed-Fee. RTD shall pay the Contractor a Fixed Fee of $[TOTAL FIXED FEE] for satisfactory performance of the Work set forth in Section II, Statement of Work.

D. Discounts. If a prompt payment discount is negotiated, its terms will be specifically identified in this Statement of Contract Cost. For purposes of earning such discount, payment shall be deemed tendered as of the date such payment is placed in the U. S. Mail.

E. Invoicing. Not later than 10 days following the end of each calendar month within the Period of Performance, the Contractor shall submit one original and one copy of a monthly invoice covering Work performed over the preceding month.

1. Invoices shall include:
   a) The Contractor’s legal name;
   b) The Contract number;
   c) The period covered by the invoice;
   d) The work order(s), if any, covered by the invoice;
   e) The total Contract Cost;
   f) The total amount due on the invoice, specifying the services rendered that are due under the invoice, and all documentation; and
   g) All other information specifically required by the Scope of Work.
   h) Contractor shall submit the following with its invoices:
      i) A Monthly Progress Report detailing all work accomplished during that month. Monthly Progress Reports shall be in narrative form, brief and informal in content, but shall include:
         (i) A quantitative description detailing all Work performed and percentage of completion by phases of the Statement of Work and required deliverable items;
         (ii) Identification of any current or anticipated problems which may impede Contractor’s performance and the proposed corrective action; and
         (iii) A brief discussion of the Work to be performed during the next monthly reporting period.

2. Submit invoices (one original and one copy) to:
   Regional Transportation District
   Attn: Accounts Payable
   1600 Blake Street, DO-M3
F. Payment. Payment of invoices shall 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. Contractor shall pay its subcontractors for satisfactory performance of Work performed under this Contract within 15 days of receipt of payment by RTD for such Work.

1. Payment of DBEs/SBEs. The previous sentence notwithstanding, the Contractor shall pay DBE/SBE contractor invoices submitted for payment of Work within 20 days of the Contractor’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. The Contractor shall not unreasonably delay its approval of the invoice and shall either approve the invoice or notify the payee DBE/SBE contractor of the disputed portion of the invoice within 10 days of receipt of invoice. The Contractor shall pay any undisputed portion of invoices within 30 days of receipt regardless of whether RTD has paid Contractor for such invoices.

G. Invoice Pricing. The Fixed Price Fee and eligible reimbursable expenses to be invoiced for Work under this Contract are detailed by Contractor and subcontractor(s) on the attached pricing schedule.
SECTION III  GENERAL TERMS AND CONDITIONS
## TERMS AND CONDITIONS

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EXHIBITS TO TERMS AND CONDITIONS

Exhibit 1 Key Personnel
Exhibit 2 Insurance/Bonding Requirements
Exhibit 3 Special Provisions/Alterations
ARTICLE 1. DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them. The following definitions shall apply throughout the Contract:

**Contract.** This agreement, specifically consisting of the documents described in "Documents Forming the Contract" and any amendments thereto.

**Contractor.** The individual, firm, company, corporation, partnership, or association entering into this Contract with RTD. The Contractor shall be 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.

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

**Work.** The work and services to be performed by the Contractor for RTD’s benefit pursuant to this Contract as detailed in the Statement of Work and other Contract documents, including all administrative, design, documentation, engineering, equipment, installation, labor, legal, management, manufacturing, materials, supervision, testing, verification, and any other duties and services, professional or otherwise, to be furnished and provided by either RTD or the Contractor as required by the Contract, including all efforts necessary or appropriate to achieve final acceptance of the Work contemplated by the Contract.

ARTICLE 2. DOCUMENTS FORMING THE CONTRACT

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

- Contract Award and Signature Page;
- Section I, Statement of Contract Cost;
- Section II, Statement of Work;
- Section III, Terms and Conditions, including Exhibits; and
- Section IV, Attachments.

ARTICLE 3. CONTRACT ORDER OF PRECEDENCE

In the event of inconsistency between any provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following descending order:

1. Amendments to the Contract, if any;
2. Special Provisions/Alterations, if any;
3. Contract Award and Signature Page;
4. Terms and Conditions, including Exhibits thereto;
5. Statement of Work and/or Specifications;
6. Statement of Contract Cost; and
7. Attachments.

Unless expressly agreed by RTD in the form of a Special Provision/Alteration, prescribed by Exhibit 3, or Contract amendment, any agreement, license, provision, or other document not listed above but made a part of this Contract shall be deemed an Attachment for purposes of determining Contract order of precedence.

ARTICLE 4. RTD CONTRACT ADMINISTRATION

A. General Manager. RTD’s General Manager shall be identified by name on the Contract Award and Signature Page. The General Manager shall have the sole authority, subject to monetary limitations established by the Board of Directors, to enter into, amend or terminate this Contract, and these duties may not be delegated except by written instrument authorized by the General Manager or RTD’s Board of Directors.

B. Letter of Delegation. RTD’s General Manager may designate person(s) to act in his or her behalf in the general administration of this Contract. The General Manager’s delegation of duties must be made in writing (“Letter of Delegation”) with a copy delivered to the Contractor. Any General Manager Letter of Delegation shall include the extent of delegation of authority and any limitations on such authority. The General Manager may issue one or more Letters of Delegation and may at any time issue a new Letter of Delegation replacing the person(s) previously named.

C. Contract Administrator. The General Manager may designate a Contract Administrator, who shall be identified in a Letter of Delegation and on the Contract Award and Signature Page, to assist in the general administration of this Contract. Any such Letter of Delegation shall describe the extent of the Contract Administrator’s duties, but unless further express delegation from the General Manager is provided, the Contract Administrator does not have the authority to enter into, amend or terminate this Contract.

D. Project Manager. The General Manager may designate a Project Manager, who shall be identified in a Letter of Delegation, to administer the Work. Any such Letter of Delegation shall describe the extent of the Project Manager’s duties, but unless further express delegation from the General Manager is provided, the Project Manager does not have the authority to enter into, amend or terminate this Contract.
ARTICLE 5. EFFECTIVE DATE, PERIOD OF PERFORMANCE

A. Effective Date. The Effective Date of this Contract is the date of RTD’s signature on the Contract Award and Signature Page or the date on which the period of performance commences, whichever is earlier. The Contract shall be effective until Contract closing. This Contract shall be considered closed after all Work has been accepted by RTD, RTD has received all necessary Closing Documents, and the Contractor has received final payment; provided, however, that certain terms and conditions shall, by their nature, survive closing of this Contract.

B. 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. The term of the Contract is specified on the Statement of Contract Cost.

ARTICLE 6. OPTIONS

RTD shall have the option to extend this Contract in accordance with the option terms, if any, negotiated on the Statement of Contract Cost. Notice shall be given to the Contractor sixty (60) days prior to the expiration of the Contract if RTD intends to exercise the next option. The Contractor’s receipt of preliminary notice does not commit RTD to exercise an option to extend. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed the total number of option terms negotiated. If RTD exercises the option to extend, the Contract shall be amended to include the option provisions.

ARTICLE 7. CONSIDERATION

A. In consideration of the Contractor’s satisfactory performance of the Work in full compliance with the Contract, RTD shall pay the Contractor in accordance with the Statement of Contract Cost.

B. RTD shall not pay the Contractor for any Work performed prior to the Period of Performance.

C. 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.

ARTICLE 8. INVOICING AND PAYMENT

Invoicing and payment procedures are detailed in the Statement of Contract Cost.
ARTICLE 9. CONTRACT CLOSING PROCEDURES AND FINAL PAYMENT

A. Contract Closing Procedures. Upon Contractor’s satisfactory performance of the Work in full compliance with this Contract, or upon termination of this Contract, whether for convenience or default, RTD shall provide the Contractor with the following Closing Documents: the Contractor’s Release; the Contractor’s Assignment of Refunds, Rebates, Credit and Other Awards; and the Contractor’s Closing Statement.

B. Final Payment. Prior to final payment under the Contract, and as a condition precedent thereto, the Contractor shall execute and deliver all Closing Documents to RTD. Upon final payment, this Contract shall be considered closed; provided, however that certain provisions of this Contract shall, by their nature, survive termination.

ARTICLE 10. ACCESS TO RECORDS AND REPORTS

A. For a period of three years following Contract closing, the Contractor shall maintain, preserve and make available to RTD and any of its authorized representatives access at all reasonable times to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

B. The Contractor shall maintain and RTD shall have the right to examine and audit all records and other evidence sufficient to reflect properly all prices, costs, or rates negotiated and invoiced in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor’s offices engaged in performing the Contract.

C. If this Contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.

D. “Access to Records and Reports” 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.

ARTICLE 11. PERFORMANCE OF WORK

A. Scope of Work. The Contractor shall provide RTD with the Work set forth in Section II, Statement of Work, as may be amended by change order or contract amendment.

B. Notice to Proceed. The Contractor shall not commence performance of Work nor incur any costs for which Contractor intends to seek reimbursement until RTD has issued to the Contractor a written notice to proceed.
C. Work Orders. If RTD specifies in writing that this Contract is a work-order Contract, the Contractor shall not perform any Work except pursuant to a valid, fully executed work order, which shall be in a form prescribed by RTD. Each such work order shall be subject to the terms and conditions of this Contract. Any work order issued must contain a detailed summary of the Work to be performed, the projected cost for such Work, cost breakdown, completion date, an agreed-upon delivery schedule, and any other relevant information. To be valid, a work order must be signed by RTD and the Contractor; however, RTD and the Contractor shall not execute any work order if the cost authorized by the work order, when added to the cost of all previously executed work orders, will result in expenditures in excess of the total consideration set forth on the Statement of Contract Cost, as may be amended by contract amendment.

D. Costs Incurred by Contractor. The Contractor shall immediately notify RTD whenever it appears that costs necessary to perform the Work required will exceed the amount authorized by the Statement of Contract Cost. If the Work is performed pursuant to work order, the Contractor shall notify RTD whenever it appears that costs necessary to perform Work under any work order will exceed the amount authorized by the work order. The Contractor shall not incur any costs in excess of authorized amounts without written authorization from RTD. If RTD authorization is not forthcoming, the Contractor shall not be obligated to continue performance of the Work beyond the authorized amount. Nothing contained herein shall allow the Contractor to exceed the total consideration set forth on the Statement of Contract Cost, as amended.

E. Time of Performance.

   1. The Contractor shall complete the phases of Work in accordance with the agreed-upon work schedule included in the Statement of Work or work orders, if any. The work schedule shall include allowances for time required for RTD review and approval and for approvals of jurisdictional authorities. The Contractor shall not exceed the agreed-upon work schedule, except for reasonable cause and immediate notice to RTD of delay or potential delay.

   2. If the Contractor exceeds the work schedule or fails to timely submit required deliverable items as set forth on the work schedule, RTD shall have the right to withhold payment, assess reasonable damages caused by the late submittal, and/or terminate this Contract in accordance its Termination provision.

   3. The Contractor shall immediately inform RTD of any delay in the Work that threatens to extend any deadline or timeframe set forth in the work orders or work schedule.

ARTICLE 12. CHANGE ORDERS AND CONTRACT AMENDMENTS

A. Change Orders. RTD may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of this Contract to the description of services to be performed; the time allowed for performance; or the place of performance.
B. **Contract Amendments.** Any change, including a change described in the preceding paragraph, that causes an increase or decrease in the Statement of Contract Cost; increases the time allowed for performance of any part of the Work under this Contract by greater than 30 days; or otherwise materially affects any terms or condition of this Contract shall not be effective unless made by written instrument signed by RTD’s General Manager and the Contractor.

**ARTICLE 13. QUALITY OF WORK**

A. The Contractor shall perform the Work in accordance with all applicable federal, state and local laws, rules, regulations, and ordinances and shall bear all costs of such compliance. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all services and deliverables furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in deliverable items under this Contract.

B. Neither RTD’s review, approval, or acceptance of, nor payment for, the services required under this Contract shall operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to RTD in accordance with applicable law for all damages to RTD caused by the Contractor’s negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of RTD provided for under this Contract are in addition to any other rights and remedies provided by law.

D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

**ARTICLE 14. WARRANTY**

A. Contractor expressly warrants that all services and deliverables covered by this Contract shall conform to the Scope of Work 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. Inspection, acceptance and use of the services and deliverables furnished hereunder shall not affect the Contractor’s obligation under these warranties, and such warranties shall survive inspection, acceptance and use. Any inspection, acceptance or payment for supplies and deliverables by RTD shall not constitute a waiver by RTD of any warranties. These warranties shall run to RTD, its successors, and assigns.

B. Contractor represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the Work or the furnishing of the services or deliverables, or any others material items specified in the Scope of Work. 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 Contractor to remove from RTD property any employee, agent, or
representative of Contractor or any of its subcontractors that RTD deems incompetent, careless, or negligent. Contractor further represents and warrants that the prices negotiated for this Contract are a complete and correct statement of Contractor’s prices for furnishing the supplies and services required by this Contract and are not less favorable than those currently extended to any other customer for the same or like supplies or services in equal or smaller amounts.

C. If the Contractor is required to correct or re-perform defective or nonconforming services, it shall be at no cost to the RTD, and any services corrected or re-performed by the Contractor shall be subject to this Article to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, RTD may, by contract or otherwise, have an alternative contractor correct or re-perform the defective or nonconforming services and shall charge to the Contractor the cost occasioned to the RTD thereby, or make an equitable adjustment in the Contract price. If defective or nonconforming services are not required by RTD to be corrected or re-performed, RTD shall nevertheless make an equitable adjustment in the Contract price.

D. The surety for the faithful performance bond, if any, required by this Contract is liable on its bond for all obligations of the Contractor, including warranty provisions.

ARTICLE 15. PROFESSIONAL REQUIREMENTS

A. Certification, Registration, and Licensing. The Contractor and all persons performing Work under this Contract on behalf of the Contractor shall be certified, registered or licensed as may be required by applicable state and federal laws governing the particular field of services required or as may otherwise be required by the Contract.

B. Professional Associations. The Contractor may, with the prior written consent of RTD, join with it in the performance of this Contract any other duly licensed or registered Contractors with whom it may in good faith enter into an association. In the event there is a dissolution of a professional association, other than by death of a member, RTD shall designate which former member shall continue with the Work and may make all payments thereafter falling due in connection with the Work directly to the person or persons so designated and without being required to look to the application of payments as among former members. In the event of the death of one member of an association, the surviving member or members of the association, as an association, shall succeed to the rights and obligations of the original association hereunder.

C. Subcontractors and Consultants. If consulting services are to be performed by professionals in the Contractor’s employ, then such services must currently be and have been regularly a service of the Contractor’s organization. In the event the Contractor does not have as part of his regular staff and services, certain professional consultants and consulting services, such consulting services shall be performed by practicing professional consultants. All professional consultants, staff or practicing, must be retained for the life of the project; provided, however that acceptable replacements must be approved in writing by RTD. Prior to designating a
professional to perform any consulting services, the Contractor shall submit the name of such professional, together with a résumé of his or her training and experience in work of like character and magnitude of the project being contemplated, to RTD, and receive approval in writing there from.

ARTICLE 16. KEY PERSONNEL AND CONTRACTOR REPRESENTATIVES

A. Key Personnel. The personnel listed on Exhibit 1 are considered to be essential to the Work required under this Contract. Prior to removing any key personnel from Contract Work, the Contractor shall notify RTD within 14 days of such proposed removal and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the Contract. No removal of key personnel shall be made by the Contractor without the written consent of RTD by Contract Amendment.

B. The Contractor Representative(s). The Contractor may designate one or more representatives to administer this Contract and to have overall direction and control over the Work to be performed by the Contractor. Any representative(s) so designated under this provision shall personally supervise and control the Work to be performed in this Contract. The Contractor shall notify RTD of the names and contact information of any designated Contractor representatives.

ARTICLE 17. WORK OVERSIGHT BY RTD

A. RTD shall have the right to review at all reasonable times any Work prepared by the Contractor.

B. Upon substantial completion of the Work, the Contractor shall submit the Work for RTD’s review and RTD shall notify the Contractor of its acceptance or rejection. If approved, RTD shall provide to the Contractor written approval for any or all portions of the Work. RTD shall have the right to reject any Work that is not consistent and compatible with the Statement of Work. If RTD rejects any Work, RTD shall promptly notify the Contractor in writing of the grounds for rejection and offer suggestions for correcting the problem. RTD shall re-review and comment on the revised Work within a reasonable period of time.

C. Any approval, review, inspection, direction or instruction by RTD, or any party on behalf of RTD, in respect to the Work relates only to the results RTD desires to obtain and shall in no way affect the Contractor’s independent contractor status or obligation to perform in accordance with this Contract.

ARTICLE 18. OWNERSHIP OF MATERIALS AND DOCUMENTS

A. RTD-Furnished Materials.

1. RTD shall make available to the Contractor, to the extent permitted by law, all materials and information collected, compiled, or developed by RTD staff, consultants, planning organization, or municipalities necessary to perform under this Contract. All such material furnished to the Contractor shall be
used by it only in connection with the performance of this Contract and title thereto shall at all times remain in RTD. Upon termination or completion of this Contract, all such material shall be returned promptly to RTD. Nothing in this Article 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 or by operation of law.

2. The Contractor shall indemnify and save and hold harmless RTD, its officers, agents, and employees acting within the scope of their official duties 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.

B. Subject Data Created or Supplied by the Contractor or Consultants.

1. The term "Subject Data" used in this Article means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. “Subject Data” includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. “Subject Data” does not include financial reports, cost analyses, and similar information incidental to Contract administration.

2. All deliverables required under this Contract, including those in electronic form, prepared by the Contractor and the Contractor’s consultants are Subject Data for use solely with respect to the Work required herein. To the extent permitted by law, RTD shall be deemed the owners of all Subject Data created under this Contract.

3. If a court of competent jurisdiction finds the Contractor to be the owner of any Subject Data created under this Contract, RTD shall automatically be granted 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 Subject Data created under this Contract solely for the purposes of performing the Work or for future alterations, or additions to the Work. The Contractor shall obtain similar nonexclusive licenses from the Contractor’s consultants consistent with this Contract. If, and upon the date the Contractor is adjudged in default of this Contract, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting RTD to authorize other similarly credentialed professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Subject Data solely for purposes of completing, using and maintaining the Work, or for future alterations, or additions to the Work.
4. Any unilateral use by RTD of the Subject Data for completing, using, maintaining, adding to or altering the Work shall be at RTD’s sole risk and without liability to the Contractor and the Contractor’s consultants; provided, however, that if RTD’s unilateral use occurs for completing, using or maintaining the Work as a result of the Contractor’s breach of this Contract, nothing in this Article shall be deemed to relieve the Contractor of liability for its own acts or omissions or breach of this Contract.

ARTICLE 19. DUTY TO PROTECT CRITICAL INFRASTRUCTURE AND SECURITY SENSITIVE INFORMATION

A. For the purposes of this Contract, the following terms have the meanings prescribed herein:

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.

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.

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. "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.

B. 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.

C. 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 Certification.

D. 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:

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.

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.

E. 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:

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.

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.

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. 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.

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.

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.

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.

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 Article shall remain in full force and effect.

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.

F. 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:

1. The information contains SSI and/or CII; and

2. 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.

G. 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 Article.

H. This Article, 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.

ARTICLE 20. INSURANCE AND BOND REQUIREMENTS

The Contractor shall maintain in full force and effect adequate insurance, in the amounts and coverages defined on Exhibit 2, attached hereto and incorporated herewith. The Contractor shall maintain any bonds required by applicable state or federal law regulating the particular field or profession. Bonds specifically required by RTD under this Contract are set forth on Exhibit 2.

ARTICLE 21. HOLD HARMLESS

A. The Contractor shall indemnify, defend, and hold harmless RTD, its employees, and agents against any and all claims, damages, liability 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, but not to the extent such claims are caused by any act or omission of, or breach of contract by RTD, its employees, agents, other contractors or assignees, or other parties not under the control of or responsible to the Contractor.

B. 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.
ARTICLE 22. TERMINATION

A. For Convenience. RTD may, by giving at least 14 days’ written notice to the Contractor, terminate this Contract, or suspend performance 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 and time of 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.

B. For Default. RTD may declare default in the Contractor’s performance of any term of this Contract by giving seven days’ written notice to the Contractor specifying with particularity the basis for such default. The Contractor shall deliver a response in writing to RTD within five days of Contractor’s receipt of RTD’s default notice setting forth a reasonable proposal to cure or to prevent repetition of the default. If the Contractor fails to timely respond to the notice of default, fails to cure the default, 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 written notice. RTD is not required to provide subsequent written notices of default for recurring instances of default already brought to the attention of the Contractor in a written notice. In the event of such termination for default, the Contractor shall be compensated solely for Work satisfactorily performed prior to the effective date and time of termination. RTD may proceed with the Work by contract or otherwise 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 shall be in addition to any other legal or equitable remedies available to RTD.

C. Suspension of Work. RTD may suspend the performance of the Contractor by giving the Contractor seven days’ 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 for Work performed. If after six 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 Statement of Contract Cost or (2) terminate the Contract pursuant to “Termination for Convenience.” If suspension for more than six 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 Statement of Contract Cost shall be made under this Article if suspension, delay, or interruption is due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.
ARTICLE 23. EXCUSABLE DELAY

A. 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, notify RTD in writing 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.

B. 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.

C. 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 Article, RTD may revise the schedule of work and completion therefor, subject to RTD's rights under the Article herein entitled "Termination."

ARTICLE 24. DISPUTES

A. Except as otherwise provided in this Contract, any dispute arising hereunder concerning a question of fact that is not disposed of by agreement shall be decided by RTD’s General Manager, or his or her delegate. Contractor will be notified of the decision in writing. To the extent allowable by law, any such decision shall be final, conclusive, and not subject to judicial review unless shown to be fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith.

B. This Article does not preclude judicial consideration of questions of law. Nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

C. All costs, expenses and attorney fees of the Contractor of any appeal, suit or claim brought by the Contractor shall be paid by the Contractor.
D. The duties, obligations, rights, and remedies provided by the Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

E. Unless otherwise directed by RTD, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

ARTICLE 25. PROHIBITED INTERESTS

A. The Contractor's Interest

1. The Contractor shall not knowingly perform any act that would conflict in any manner or degree with the performance of Work under this Contract. The Contractor shall not knowingly employ any person when such employment would cause such a conflict.

2. Wherever 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 same in connection with such procurement. The Contractor may otherwise compete for RTD business on an equal basis with other parties.

3. These restrictions shall apply until the completion of the Work.

B. Officials and Employees Not To Benefit

1. 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.

2. 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 public official or employee of a governing body of any locality included within the Regional Transportation District shall have a personal or financial interest in any Contract performed within the locality of such governing body.

C. Gratuities

1. This Contract and any other RTD contract with the Contractor may be terminated by written notice if RTD determines that the Contractor, its agent, or another representative:

   a. Offered or gave a gratuity to a director or employee of RTD; and,

   b. Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

D. Termination; Remedies. If this Contract is terminated due to breach of this Article, RTD is entitled to pursue the same remedies as in a “Termination for Default”. The rights and remedies of RTD provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or
under this Contract. RTD shall not, however, be required to provide the Contractor with opportunity to cure required by “Termination for Default.”

ARTICLE 26. 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 five days of the initiation of the proceedings relating to bankruptcy filing. Such notice shall include (i) the date on which the bankruptcy petition was filed, (ii) the identity of the court in which the bankruptcy petition was filed, and (iii) a listing of contract numbers for all RTD contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

ARTICLE 27. NOTICES

Unless otherwise specified herein, notices required to be given by RTD or the Contractor under this Contract must be provided in writing and delivered by e-mail, facsimile, hand delivery or by U.S. Mail, first class, postage pre-paid, to the party representatives identified on the Contract Award and Signature Page. Notices sent by first class mail shall be deemed to have been received 5 days after having first been placed in the mail. Notice shall not be deemed given if not provided in the manner prescribed in this Article.

ARTICLE 28. APPROPRIATIONS

All obligations of RTD under this Contract that require funding are subject to prior annual appropriations of monies expressly made by the Board of Directors of RTD for the purposes of this Contract. Nothing herein shall be construed by either Party as a multiple fiscal year obligation as described by Article X, Section 20 of the Colorado Constitution. If funding is not appropriated by the Board of Directors, RTD may terminate or modify the Contract as required. Additional funding to the Contract will be accomplished by a Contract amendment.

ARTICLE 29. 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 A, Section IV of this Contract. The Contractor shall cooperate with RTD with regard to maximum utilization of minority and/or small business 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.

ARTICLE 30. PROHIBITION ON EMPLOYMENT OF ILLEGAL ALIENS

A. RTD may not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

B. This Contract is a “Public Contract for Services” under C.R.S. § 8-17.5-101 and the Contractor hereby affirms that:

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

2. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or the Department Program, as those terms are defined in C.R.S. § 8-17.5-101.

C. If the Contractor participates in the Department Program, the following shall apply:

1. The Contractor shall notify RTD of participation in the Department Program and shall comply with C.R.S. § 8-17.5-102(c) and any other requirements of the Department Program.

2. The Contractor shall, within 20 days after hiring an employee who is newly hired for employment to perform Work under this Contract, affirm 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. The Contractor shall provide a written, notarized copy of the affirmation to RTD.

3. The Contractor does hereby consent to Department of Labor and Employment audits conducted in accordance with C.R.S. §8-17.5-102(5)(C)(III).

D. The Contractor shall provide RTD, prior to execution of this Contract, with certification that the Contractor complies with paragraphs (A)(1) and (A)(2) of this Article.

E. The Contractor shall require in each contract with a subcontractor performing services under this Contract a certification that the subcontractor shall not knowingly employ or contract with for the performance of work under this Contract any illegal aliens. The Contractor shall not enter into a contract with a subcontractor that fails to provide such certification. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with illegal aliens, the Contractor shall:
1. Notify the subcontractor and RTD within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with illegal alien(s); and

2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required in paragraph 5(a) of this Article the subcontractor does not stop employing or contracting with the illegal alien(s); except that the Contractor shall not terminate the Contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with illegal alien(s).

F. The Contractor shall cooperate with and comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5) relating to the Contractor’s compliance with this Contract or any other Public Contract for Services.

G. The Contractor is prohibited from using and shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Contract is being performed.

H. If the Contractor violates any provision contained in this Article, RTD may terminate the Contract for default. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to RTD.

ARTICLE 31. CONFIDENTIALITY

A. In this Article 31, 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 purposes 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.

B. The Contractor shall maintain the confidentiality of any Information, except that Information may be disclosed or provided by the Contractor or its subcontractors:

1. to directors, officers, employees, consultants and agents of the Contractor, including accountants, legal counsel and other advisors;

2. to any subcontractors to the extent such Information is necessary for the performance by the Contractor of its obligations under this Contract; or

3. to the extent:
    a. it is required to disclose such Information pursuant to federal, state or local law or by any subpoena or similar legal process or by any federal, state or local authority exercising jurisdiction over the Contractor;
b. RTD confirms in writing that such Information is not required to be treated as confidential; or

c. such Information is or comes into the public domain otherwise than through any disclosure prohibited by this Contract; and

provided that, in the cases of paragraphs (1), (2) and (3), the persons to whom such disclosure is made will be informed of the confidential nature of such Information and will so receive such Information subject to the same or similar requirements to maintain confidentiality as contained in this Contract.

C. The Contractor understands that any documents that it creates, supplies to RTD or for which the Contractor acts as custodian for 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 agrees that if it considers any such documents to be exempt from public disclosure, it will mark each such document as exempt, identifying the specific provision of law under which the Contractor is claiming exemption of such document from public disclosure. The Contractor further agrees that if a Colorado Open Records Act request (Request) is filed with RTD seeking disclosure of any documents created by the Contractor, supplied to RTD, or held by the Contractor for RTD under this Contract, the Contractor will, if necessary, assist RTD in responding to the Request by locating any documents requested and providing them to RTD within 24 hours, unless otherwise agreed in writing by RTD. 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 (i) the Contractor’s failure to supply documents to RTD or (ii) from RTD’s refusal to make public any documents the Contractor has designated as exempt. The Contractor also agrees that, if any action is filed in court seeking disclosure of exempt documents, RTD may deposit the documents with the court and the Contractor will defend in court its designation of the information as exempt from disclosure.

D. The Contractor shall not use RTD technology, data or Information to perform an illegal act and nor share any password or account access provided exclusively to the Contractor. The Contractor shall attempt to use or obtain access codes in an unauthorized manner or from another user. The Contractor shall not allow non-employees to access RTD computer systems, unless otherwise specifically allowed by RTD.

E. The Contractor acknowledges that the faithful compliance with this Article 31 is necessary to protect RTD and that any action inconsistent with this Article 31 or with any RTD policy and procedure will cause RTD irreparable and continuing harm. Therefore, the Contractor consents to RTD obtaining a court order to enjoin any action inconsistent with the provisions of this Article 31 without RTD having to post any bond or security for such order. RTD may pursue other remedies available to it, all of which are nonexclusive and cumulative.
ARTICLE 32. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

A. RTD must comply with: 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities; all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended; 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

B. All deliverable items provided by the Contractor for RTD under this Contract shall comply with the above-referenced laws as well as all other applicable federal, state and local regulations and directives and any subsequent amendments thereto.

ARTICLE 33. ENERGY CONSERVATION

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan, if any, issued in compliance with the Energy Policy and Conservation Act.

ARTICLE 34. CLEAN WATER

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. Contractor agrees to report each violation to RTD and understands and agrees that RTD will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

B. Contractor also agrees to include these requirements in each subcontract entered into for performance of Work under this Contract.

ARTICLE 35. CLEAN AIR

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to RTD and understands and agrees that RTD will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

B. Contractor also agrees to include these requirements in each subcontract entered into for performance of Work under this Contract.
ARTICLE 36. CIVIL RIGHTS

The following requirements apply to the underlying Contract:


B. Equal Employment Opportunity  – The following equal employment opportunity requirements apply to the underlying Contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any Federal implementing requirements.


C. Contractor also agrees to include these requirements in each subcontract entered into for performance of Work under this Contract.

ARTICLE 37. INDEPENDENT CONTRACTOR

A. The Contractor shall perform its duties under this Contract as an independent contractor and not as an employee. **Unless otherwise expressly provided in this Contract, neither the Contractor nor any agent or employee of the Contractor shall be an agent or representative of RTD.** Neither the Contractor nor any agent or employee of the Contractor shall be an employee or servant of RTD. Nothing contained in the Contract Documents or otherwise creates any partnership, joint venture, or other association or relationship between RTD and the Contractor. Any approval, review, inspection, direction or instruction by RTD or any party on behalf of RTD in respect to the Work or services of the Contractor shall relate to the results RTD desires to obtain from the Work, and shall in no way affect the Contractor’s independent contractor status or obligation to perform the Work in accordance with the Contract Documents. The Contractor has no authorization, express or implied, to bind RTD to any agreements, liability, or understanding except as expressly set forth in this Contract.

B. 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 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.

ARTICLE 38. SUCCESSORS AND ASSIGNS

The Contractor shall not assign rights or delegate duties under this Contract (or subcontract any part of the performance required) without express, written consent of RTD. This provision shall not prohibit assignments of the right to payment to the extent permitted by law, provided that 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 written notice of assignment.
ARTICLE 39. REASONABLENESS OF CONSENT OR APPROVAL

Whenever the approval or consent of RTD is called for under this Contract, RTD shall be entitled to consider public and governmental policy in reasonably granting or denying such approval. Subject to the foregoing, required approvals or consent shall not be unreasonably withheld.

ARTICLE 40. NO THIRD PARTY BENEFICIARIES

This Contract shall inure to the benefit of and be binding only upon the parties and their successors and assigns. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the parties to the Contract. No other person or entity shall have any claim or right of action as a Contract beneficiary; all such non-parties shall be incidental beneficiaries only.

ARTICLE 41. EXTENT OF AGREEMENT

This Contract represents the entire agreement between RTD and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by RTD’s General Manager and the Contractor.

ARTICLE 42. COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be deemed an original having identical legal effect, and all of which together constitute the same instrument.

ARTICLE 43. INTERPRETATION OF CONTRACT

No interpretation of any provision of this Contract shall be binding on RTD unless furnished in writing by RTD. No RTD employee or agent has the authority to waive this requirement.

ARTICLE 44. SEVERABILITY

If any part of this Contract is held by any court of competent jurisdiction to be illegal or in conflict with any federal law or law of the State of Colorado, the validity of the remaining parts shall not be affected, and the rights and obligations of the Contractor and RTD shall be construed and enforced as if the Contract did not contain the invalid part.
ARTICLE 45. 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.

ARTICLE 46. 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.

ARTICLE 47. 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.
EXHIBIT 1

CONTRACTOR’S KEY PERSONNEL

The personnel listed below are considered to be essential to the Work required under this Contract. Prior to removing any key personnel from Contract Work, the Contractor shall notify RTD within 14 days of such proposed removal and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the Contract. No removal of key personnel shall be made by the Contractor without the written consent of RTD by Contract Amendment.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Company</th>
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RTD Exhibit 1 – Key Personnel
Section III General Terms and Conditions
INSURANCE AND BOND REQUIREMENTS

INSURANCE REQUIREMENTS

Without limiting the Contractor’s indemnification of RTD, the Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, or employees, or subcontractors.

A. Liability and Worker’s Compensation Insurance. Minimum Scope of Coverage: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001 or equivalent).
2. Insurance Services Office Business Auto Coverage covering Automobile Liability, "any auto".
3. Workers’ Compensation insurance as required by the State of Colorado, and Employers Liability insurance.
4. Professional Liability, including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of Contractor’s services under this Contract. This coverage shall be maintained for a minimum of two (2) years following completion of this Contract.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If a Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $600,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers’ Compensation and Employers Liability: Statutory Workers’ Compensation limits, Employers Liability limits of $1,000,000 per occurrence.
4. Professional Liability: $1,000,000 per claim and annual aggregate minimum limit per claim.
C. **Other Provisions:** All policies must contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability**
   
   a. RTD, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including RTD’s general supervision of the Contractor; products and completed operations of the Contractor and its subcontractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to RTD, its officers, officials, employees, or volunteers.

   b. The Contractor’s insurance coverage shall be primary insurance as respects RTD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by RTD, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

   c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to RTD, its officers, officials, employees, or volunteers.

   d. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2. **Workers’ Compensation and Employers Liability.** The insurer shall agree to waive all rights of subrogation against RTD, its officers, officials, employees, and volunteers for losses arising from Work performed by the Contractor and its subcontractors for RTD.

D. **Acceptability of Insurers.** Insurance and bonds are to be placed with insurers with a Best’s rating of no less than A-, unless specific prior written approval has been granted by RTD.

E. **Self-Insured Retention.** Any self-insured retention in excess of $10,000 must be declared to and approved by RTD. To apply for approval for a level of retention in excess of $10,000 the Contractor shall notify RTD of the level of retention and provide a current financial statement, if not previously submitted, documenting the ability to pay claims falling within the stated self-insured retention. If RTD does not approve Contractor’s self-insured retention, Contractor shall, at the option of RTD, either: (i) cause the insurer to reduce or eliminate such self-insured retention as respects Contractor’s Contract with RTD; or (ii) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
F. Certificates of Insurance

1. Contractor shall furnish RTD with a Certificate of Insurance. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates will be issued on a standard ACORD Form or similar document.

2. The certificates will (1) identify the underwriters, the types of insurance, the insurance limits and the policy term, (2) specifically list the provisions enumerated for such insurance required above, and (3) in the “Certificate Holder” box include:

   Regional Transportation District
   Contracts and Procurement
   1600 Blake Street
   Denver, CO 80202

3. All certificates are to be received and approved by RTD before Work commences. RTD reserves the rights to require complete, certified copies of all required insurance policies, at any time.

4. Each insurance policy required by this Contract shall provide that, if the policy is canceled or if coverage is materially reduced, such cancellation or material reduction shall not be effective for 30 days (10 days in the case of non-payment of premium) after receipt by RTD of written notice of such cancellation or reduction.

G. Maintenance of Insurance. If Contractor fails to maintain such insurance as is called for herein, RTD, at its option, may suspend payment for Work performed and/or may order the Contractor to suspend Work at Contractor’s expense until a new policy of insurance is in effect.

H. Subcontractors’ Insurance. The Contractor shall be responsible for setting its own requirements, if any, for the kind and amount of insurance to be carried by its subcontractors, and for enforcing any such requirements. No delay in the work caused by the Contractor’s enforcement of its subcontractor’s insurance requirements shall be excusable delay hereunder.
PERFORMANCE AND PAYMENT BOND REQUIREMENTS

No bonds are required at this time.
SPECIAL TERMS

The following provisions from Section III, General Terms and Conditions, have been specifically negotiated for this Contract and these provisions, as added or altered, shall supersede to the extent that they conflict with corresponding provisions contained in Section III, General Terms and Conditions and any other conflicting specification required by the Contract Documents.

None.
DELETED ARTICLES

The following provisions have been deleted in their entirety from Section III, General Terms and Conditions:

I. Article 19, Duty to Protect Critical Infrastructure and Security Sensitive Information, is hereby deleted in its entirety.
SECTION IV ATTACHMENTS
ATTACHMENTS TO CONTRACT NO. 19DH013

Executive Search Services

The following attachments contain material representations upon which the Contractor was selected for award of the Contract. These attachments form a part of the Contract documents as attached.

1. Request For Proposal Instructions
2. RFP Addenda
3. Completed Certifications

The following attachments form a part of the Contract documents and are stored in the Contract file. Each of these attachments is hereby incorporated herein by this reference as if fully set forth herein.

1. Contractor Submissions in Response to Request For Proposals
   a. Technical Proposal
   b. Cost Proposal
   c. Any Supplemental Information Utilized in Evaluating Award
2. Contractor Agreements, if any, Executed in Connection With the Contract