



Regional Transportation District

Contracting and Procurement

1660 Blake St.
Denver, CO 80202

Invitation for Bid

IFB 324DR006

RTD R-LINE SABLE AND EXPOSITION AUTOMATIC TRAIN STOP (ATS) IMPLEMENTATION (10%
SBE GOAL)

July 12, 2024

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/rtd-denver>

Regional Transportation District

INVITATION FOR BID

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Sections

1. INTRODUCTION
2. INSTRUCTIONS TO BIDDERS
3. GENERAL INSTRUCTIONS
4. BIDS
5. AWARD PROCESS
6. LEGAL NOTICE TO BIDDERS
7. BID CONTENTS CHECKLIST (FORMS TO BE SUBMITTED)
8. PRICING FORM
9. SCOPE OF WORK SERVICES/TECHNICAL SPECIFICATIONS

Attachments:

A - IFB 324DR006 - Technical Specification - Sable Exposition Automatic Train Stop - Attachment A

B - IFB 324DR006 - Track Specification - Sable Exposition Automatic Train Stop - Attachment B

C - IFB 324DR006 - Drawings Sable Exposition Automatic Train Stop - Attachment C

D - Sable_and_Expo_ATS_Bid_Form_Attachment_D

E - IFB 324DR006 - Sable and Exposition Automatic Train Stop Form of Contract

1. INTRODUCTION

RTD is seeking responses from qualified respondents to provide: RTD R-LINE SABLE AND EXPOSITION AUTOMATIC TRAIN STOP (ATS) IMPLEMENTATION (10% SBE Goal)

1.1. Summary

Provide the provision for Automatic Train Stop (ATS) Implementation as specified in the Contract Drawings and Contract Specifications. The Contractor shall be fully responsible for designing, furnishing, installing, and testing a safe and reliable Automatic Train Stop (ATS) system.

1.2. Contact Information

Jessica Cintron

Procurement Specialist I

Email: jessica.cintron@rtd-denver.com

Phone: [\(303\) 299-2256](tel:(303)299-2256)

Department:

Capital Programs-Engineering

1.3. Timeline

IFB advertised and made available to prospective bidders.	July 12, 2024
Pre-bid briefing (Non-Mandatory)	July 22, 2024, 12:00pm Via Microsoft Teams https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWYzZWZINzctNDhiNC00ZWMxLWFiNDQqMTUzNGY2ZTNkNTA3%40thread.v2/0?context=%7b%22Tid%22%3a%2205182089-2b8a-4c82-864b-aa265b61fa57%22%2c%22Oid%22%3a%2234c507e4-e76d-4c78-8a49-71854ab24347%22%7d
Inquiry Period: Written questions from prospective bidders are to be received in the online procurement portal.	July 29, 2024, 2:00pm

<p>RTD sends responses to written questions, if any, to all prospective bidders through RTD's online procurement portal.</p>	<p>August 9, 2024, 2:00pm</p>
<p>Bids due: Bids must be received through RTD's online procurement portal.</p>	<p>August 29, 2024, 2:00pm Bids will be publicly opened and read via Microsoft Teams https://teams.microsoft.com/l/meetup-join/19%3ameeting_Yzc5N2UzMDctNjRmNS00ZDdmLWFiYTEtZDJlMmUzOGQ1MjJk%40thread.v2/0?context=%7b%22tid%22%3a%2205182089-2b8a-4c82-864b-aa265b61fa57%22%2c%22oid%22%3a%2234c507e4-e76d-4c78-8a49-71854ab24347%22%7d</p>
<p>RTD anticipates making final selection.</p>	<p>September 5, 2024</p>

2. INSTRUCTIONS TO BIDDERS

2.1. Work

RTD will accept bids from qualified companies until 2:00 pm on Thursday, August 29, 2024 via RTD's online procurement portal, OpenGov. This Invitation for Bid ("IFB") is for RTD R-LINE SABLE AND EXPOSITION AUTOMATIC TRAIN STOP (ATS) IMPLEMENTATION (10% SBE Goal), per the enclosed specifications and requirements.

2.2. Cost Type

Payments are anticipated to be made on a Fixed Price basis.

2.3. Award of Contract

The Contract shall be awarded to the responsible bidder whose bid is responsive to the IFB and is most advantageous to RTD, considering price and the factors as may be set out in the IFB.

2.4. Period of Performance

Subject to the Termination provision of the Contract, 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 385 days (subject to the exercise of any option periods, if any indicated herein). If mailed, receipt of the notice to proceed is presumed to be five days after mailing.

2.5. Small Business Enterprises (SBE Requirement)

RTD has specified a SBE participation goal of 10% for the Work to be performed under the Contract. Bidders must make adequate good faith efforts to meet this goal in order to be deemed as a responsive and responsible bidder. Award of the Contract will be conditioned on meeting the requirements of this section. 49 CFR Part 26.53 and Appendix A of 49 CFR Part 26 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. Additionally, bidders are required to solicit the support and assistance of RTD's Small Business Office if they are unable to meet the SBE participation goal assigned to this Contract. The bidders can meet this requirement in one of two ways:

First, the bidder can meet this goal by demonstrating and documenting its commitments for participation by SBEs for at least the total percentage identified above or a percentage that exceeds the goal for the project. The SBE Contract Requirements as well as 49 CFR Part 26.53 explain the procedures that recipients/agencies such as RTD should follow in this situation. For purposes of this section, RTD will accept SBEs that are currently certified with the RTD Small Business Office as well as MWBEs/SBEs and DBEs that are currently certified with the City and County of Denver and CDOT under the NAICS code that coincides with the Scope of Work that they will execute in this project. All DBEs/SBEs/MWBEs must be certified prior to the bid submission, except in a "design-build" or "turnkey" contracting situation, multi-year projects, or

some on-call or work order projects where RTD will explain its procedure in section 3 of the SBE Contract Requirements.

Second, if the bidder does not meet the SBE goal identified in this Contract or is able to only meet part of this goal, it must document adequate good faith efforts. Appendix A to 49 CFR part 26 clearly states, "This means that the bidder must show that it took all necessary and reasonable steps to achieve a SBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient SBE participation, even if they were not fully successful." Additionally, SBE Contract Requirements as well as 49 CFR Part 26.53 explain the good faith efforts procedures that recipients/agencies such as RTD should follow when a bidder does not meet the goal.

The SBE participation goal applies to the total value of the Contract including all pre-award negotiation results and post-award change orders/modifications. Submittals of the bidder's SBE Plan/Program will be evaluated based on the bidder's SBE approach, creativity, demonstrated commitment to RTD's SBE and diversity programs, ability to successfully respond to project SBE participation goals and compliance with overall DBE program requirements as codified in 49 CFR Part 26 and RTD's SBE Program.

2.6. Bid Validity Period

Bids shall be valid for a duration of no less than ninety (90) days from bid due date.

Bids that are late will not be accepted!

3. GENERAL INSTRUCTIONS

3.1. General

Each Bidder is solely responsible for submitting any necessary forms and certifications that may be required by the IFB. Enclosed is a copy of the Contract contemplated for award substantially in the form to be executed.

A list of all holders ("followers") of the IFB is available for view and/or print on the online procurement portal. The list is obtainable from the IFB advertisement date through the IFB close date.

3.2. Option(s)

If RTD has included the potential for options on this Contract, bids should be adjusted to cover such option(s). The option quantities or periods contained in the bid 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 bids for award purposes by adding the total bid price for all options to the total bid price for the initial term of the Contract. Award of a Contract containing options shall not obligate RTD to exercise such option(s).

3.3. Addenda to IFB

In the event that it becomes necessary to revise any part of this IFB, or if additional information is necessary to enable potential Bidders to make an adequate interpretation of the provisions of this IFB, an addendum to the IFB will be provided to each recipient of this IFB through RTD's online procurement portal.

3.4. Inquiries

Questions about RTD and this IFB, including requests for approved equals, shall be directed to Jessica Cintron, Procurement Specialist I, through RTD's online procurement portal.

From the issuance date of this IFB until RTD selects a bid for award, Jessica Cintron, Procurement Specialist I, is the sole point of contact for RTD and RTD's project team members concerning this IFB. (In this IFB and the Contract Documents, this point of contact may be referred to as the Contract Administrator, Contracting Officer, Purchasing Agent, Buyer, or the like.) Any violation of this condition may be cause for RTD to reject the offending Bidder's bid. If RTD later discovers that the Bidder has engaged in any violations of this condition, RTD may reject the offending Bidder's bid or rescind its Contract award. Bidders must agree not to distribute any part of their bid beyond RTD. A Bidder who shares information contained in its bid with other RTD personnel, RTD project team members, RTD board members, and/or competing Bidders' personnel may be disqualified.

Bidders' questions must be submitted through RTD's online procurement portal. All requests for clarifications and/or changes to the form of the Contract must be made during the Inquiry Period. RTD has no obligation to respond to questions or requests for clarifications or amendments that are not submitted through RTD's online procurement portal, 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 IFB through RTD's online procurement portal.

If the IFB Schedule provides for a pre-bid briefing ("Briefing"), RTD will not respond to any questions regarding the IFB until the Briefing is complete and the Inquiry Period is closed. Firms that have received this IFB, 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 IFB (current to date of Briefing); and (4) a copy of the sign-in sheet from the Briefing.

If a Respondent needs assistance using the online procurement portal, Respondents may access the Help Center for [vendor training](#) guides provided by OpenGov ("Software Administrator"). Respondents may also contact the Software Administrator using the real-time chat function on the online procurement portal (located in lower right-hand corner of the screen), or via email at procurement-support@opengov.com for support.

3.5. Submission & Withdrawal

Respondents shall register on RTD's online procurement portal. Once registered, Respondents may view and click "Follow" to be a Prospective Respondent for this IFB and will appear on the Follower's list. Respondents that fail to Follow this project will not receive automated Addenda notifications, nor will they be able to submit a Response in the online procurement portal, and therefore will be unable to participate, nor be considered for this IFB. Respondents must click "Draft Response" to properly begin and submit a Response via the online procurement portal.

RTD will accept responses to this IFB electronically via the online procurement portal until 2:00 pm on Thursday, August 29, 2024. Responses received after the scheduled due date and time for submission will not be accepted. Responses submitted in any other format other than via the online procurement portal, including but not limited to, hard copy (mailed or hand delivered), facsimile, or emailed submittals, will not be accepted.

RTD and the Software Administrator are not responsible for untimely submissions due to personal or company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, or use of a malfunctioning electronic device, or the like. Respondents are solely responsible for the capability of their computer system while responding to this IFB and for the stability of their internet service. Failure of the Respondent to successfully submit an electronic Response before the deadline indicated herein shall be at the Respondent's sole risk, and RTD will not accept late and/or improperly submitted Responses. Once file(s) have been uploaded and the Submission Status shows as "Submitted," a submission is complete. At that point, the Respondent will also receive an email confirmation

Invitation for Bid

IFB 324DR006 - RTD R-LINE SABLE AND EXPOSITION AUTOMATIC TRAIN STOP (ATS) IMPLEMENTATION (10% SBE Goal)

from the online procurement portal. Respondents may withdraw their submittal electronically via the online procurement portal at any time prior to the scheduled due date and time for submission.

Bids that are late will not be accepted.

4. BIDS

4.1. Submission Requirements

Any alteration, insertion, or erasure by the Bidder in the form of the IFB documents as originally prepared by RTD shall render the Bidder non-responsive and may constitute cause for rejection. Conditional bids or those that take exception to the IFB documents or Scope of Work may be treated as non-responsive.

4.2. Bid Submission

RTD's Procurement Specialist I must receive one copy of your bid through RTD's online procurement portal and one "Open Records" copy of your bid per the Colorado Open Records Act, C.R.S. § 24-72-200.1 et seq. (as amended), including the redaction of any confidential or proprietary information. To do this you will have to export the Pricing Form or Cost Submittal Form, redact sensitive data, and then submit it as the Open Records Copy of Bid in the Bid Contents Checklist (FORMS TO BE SUBMITTED).

Your bid must be received no later than the time and date set forth in the IFB Schedule.

4.3. Signatures

Bids must be electronically submitted by a duly authorized official of the firm. Bids 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.

4.4. Bid Format

Bids MUST be completed using the enclosed bid form submitted through RTD's online procurement portal.

4.5. Bid Security

The Bidder must enclose with the bid its bid security (e.g., Bidder's bond or certified check) in the amount of five percent (5%) of the bid amount, which the Bidder agrees is to be paid to and become the property of RTD, as partial liquidated damages, should the bid be accepted and Contract awarded and the Bidder fails to enter into the Contract in the form prescribed and/or to furnish the required bonds and insurance certificates within ten days after Contract award.

4.6. Information from RTD

In the course of the planning of the Work and primarily for its own internal purposes, RTD may obtain data regarding engineering work, geological work, studies, rock or survey reports, soil boring reports, and any other matter whatsoever of an informational nature. Such information

may be made available to the Bidder for informational purposes only, and the Bidder cannot rely on the information in formulating its bid.

4.7. Omissions from IFB

Should RTD omit any item from this IFB which is necessary to a clear understanding of the Work, or should it appear that various provisions are inconsistent or in conflict, then the Bidder shall request written instructions from RTD prior to the end of the Inquiry Period.

4.8. Unbalanced Bids

Bids which, in the opinion of the Contracting Officer, are unbalanced so that each item does not reasonably carry its own proportion of cost, or which contain inadequate or unreasonable prices for any item, may be rejected.

4.9. Withdrawal of Bids

A Bidder may withdraw its bid at any time prior to the bid opening through RTD's online supplier Portal not later than the exact time set for opening of bids.

4.10. Only One Bid Accepted

RTD will accept only one bid for the Work from any one Bidder. This includes bids that may be submitted under different names by one firm or corporation.

4.11. Conflicting Information from Bidder

The information and/or pricing provided by the Bidder in the required bid form and attachments will control in the event of a conflict with any information and/or pricing the Bidder types into RTD's online supplier portal when submitting the bid.

4.12. Content Requirements

All bids must include the electronically acknowledged Addenda. Failure to electronically acknowledge any and all addenda in the online procurement portal may cause the bid to be rejected as non-responsive.

In addition to any information required elsewhere in this IFB and by the Scope of Work and specifications, if any, all bids shall contain the information required in the BID CONTENTS CHECKLIST (FORMS TO BE SUBMITTED) section.

4.13. Prices Quoted and Discrepancies

All prices must be quoted at a firm price, FOB, Regional Transportation District, S Sable Blvd & E Exposition Ave Aurora, CO 80012, delivered to and accepted by RTD through RTD's online procurement portal. Where both the written word and numerical dollar amounts are reflected on the bid form, the written word amount is the amount that controls and that shall be publicly read. In cases of discrepancy between the unit price and the computed total price, the unit price alone will be considered as representing the Bidder's intention.

5. AWARD PROCESS

5.1. Evaluation Criteria

The Contract shall be awarded to the responsible Bidder whose bid is responsive to the IFB and is most advantageous to RTD, considering price and the factors as may be set out in the IFB. The Bidder's proposed schedule shall be the primary mechanism used to evaluate its understanding of the project's scope and workflow (to include timing). It shall be completed according to the Technical Specifications and submitted with the bid; it is a Contract requirement for the Contractor to have read and understood all of the Technical Specifications prior to bidding the Work. The Contract duration shown in the Bidder's proposed schedule shall be the same as the Contract Schedule.

5.2. Notification to Successful Bidder

Award decisions of RTD shall be reduced to writing by the Director of Contracting and Procurement, or delegate, and shall be final. RTD will notify the successful Bidder, if any, by sending a notice of intent to award, which is subject to any required RTD approval. Following RTD approval, the Contracting Officer will initiate the Contract signature process and then issue the notice to proceed with the executed Contract.

5.3. Notifications to Unsuccessful Bidders

Post-Award Notices of Exclusion. The Procurement Specialist I shall notify unsuccessful Bidders of exclusion from award through RTD's online procurement portal.

Protests. Bidders must submit protests related to this IFB in writing to Jessica Cintron, Procurement Specialist I, pursuant to the procedures set forth in RTD's procurement standards manual. Copies of RTD's protest procedures are available upon request to the Purchasing Agent. Bidders must exhaust all administrative remedies prescribed by RTD's protest procedures before proceeding to court.

5.4. Construction Contracts

Within 72 hours of the opening of the bids, the apparent low Bidder must provide a Schedule of Values (SOV) used in compiling the bid including calculations, data, etc., sufficient for RTD to determine how the bid was computed. Specifically the SOV must show the following:

- A. The Bidder's determination of the number of units for each line item provided by RTD in the bid packet (i.e., the number of units, linear feet, square feet, cubic feet, etc.,).
- B. The cost in material, equipment, labor and/or subcontractor expenses for each line item.
- C. The Bidder's profit and total anticipated overhead expenses for the entire term of the Contract as that time period is established by RTD in the Contract Documents. The Bidder must specifically break down its charges for mobilizations at each segment of the

Work requiring mobilization, field overhead for each segment of the Work (including field personnel not calculated in the labor expenses under (b) above), office overhead, cleanup costs at pertinent time periods, insurances, bonds and profit.

- D. The amount that the Bidder is charging RTD for each line item (costs plus overhead and profit if appropriate).

The documents should be compiled in such a way that the sum of the items above equal the Contract Cost. The bid price should not rely upon anticipation that RTD will accept an expedited schedule as the Contract Schedule.

Within 72 hours of the opening of the bids, the apparent low Bidder must also submit the form or forms in these bid documents that list, in line-item form, a description of items and Work that is to be provided or performed under the Contract.

The bid documents should reflect the fact that the Bidder will have labor expenses, management expenses, field overhead, office overhead, insurance, bonds, and other costs throughout the entire term of the Contract as that time period is specified by RTD in the Contract. The bid price should not rely upon anticipation that RTD will accept an expedited schedule as the Contract Schedule.

6. LEGAL NOTICE TO BIDDERS

6.1. Organizational Conflict of Interest

- A. The bidder shall review the attached Organizational Conflicts of Interest Disclosure Requirements and submit its Organizational Conflicts of Interest Certification with the bid.
- B. If the bidder prepared or assisted RTD in the preparation of a statement of work, work program, or system specifications to be used in a competitive procurement by RTD, the bidder will be ineligible to supply the same in connection with this Contract. The bidder may otherwise compete for RTD business on an equal basis with other parties.
- C. Except as provided above, if RTD determines that a potential conflict exists, the bidder 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.

6.2. Insurance and Bond Requirements

Bidders' attention is directed to the section entitled Insurance and Bond Requirements in the form of contract. It is highly recommended that bidders confer with their insurance carriers or brokers in advance of bid submission to determine the availability of bonds, insurance certificates and any endorsements. The cost of such insurance and bonds shall be included in the bid.

6.3. SBE Compliance

Bidders must make adequate good faith efforts to meet this goal in order to be deemed as a responsive and responsible bidder. Award of the Contract will be conditioned on meeting the requirements of this section. 49 CFR Part 26.53, Appendix A of 49 CFR Part 26 and the SBE Contract Requirements shall serve as the criteria for evaluating compliance with the good faith efforts requirements.

6.4. Performance of Work by Contractor

The Contractor shall perform on site and with its own staff Work equivalent to at least 51 percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a change order to the Contract if, while performing the Work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of RTD.

6.5. Investigations

Bidders must satisfy themselves, by personal investigation and by such other means as they deem necessary or desirable, as to the location of and conditions affecting the proposed Work and as to the cost of the Work. Bidders shall review RTD's proposed Work schedule and become familiar with all conditions, including the site, which may affect the Work and costs

under this Contract. No information derived from the maps, plans, specifications, or drawings will relieve the subsequently awarded Contractor from any risk or from fulfilling all of the terms of the Contract. The Contractor shall not at any time make claim to any additional payments or considerations on account of any misunderstanding regarding the nature or amount of Work to be done.

6.6. News Releases

RTD's written approval is required prior to any communication with the press or any public disclosure relating to this IFB or any subsequent awards.

6.7. Pre-award Audit

RTD reserves the right to conduct a pre-award audit to verify labor rates, overhead rates, *etc.* should RTD determine that such an audit is required prior to negotiation or award of a Contract.

6.8. Cost of Bid Preparation

RTD shall not reimburse bidders for costs incurred for preparation of bids or required documentation.

6.9. Materials Submitted

All materials submitted shall become the property of RTD and will not be returned to the bidder.

6.10. Confidentiality

RTD is a public entity subject to the provisions of the Colorado Open Records Act, C.R.S. § 24-72-200.1 et seq. ("CORA"), and all materials submitted with this IFB, with the exception of trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data pursuant to C.R.S. § 24-72-204(3)(a)(IV), may become public records subject to inspection by the public at any time after the Contract is executed. Therefore, any confidential or proprietary information that the bidder discloses to RTD with respect to this IFB must be clearly designated as confidential or proprietary at the time of disclosure by the bidder to RTD. RTD shall not disclose properly designated information unless such information 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 bidder, RTD shall make reasonable efforts to notify the bidder prior to disclosing any such information, and in some cases may tender to the bidder the defense of any action filed. By submitting a bid under this IFB, the bidder agrees to accept such tender of defense and in all cases assumes exclusive responsibility for defending its position as to the confidentiality of the requested information. RTD is not obligated to assist in such defense, and cannot and does not guarantee that the confidentiality of records so designated will be upheld by a reviewing court. **If the bidder fails to submit a copy of its redacted bid that may be released under CORA, the bidder acknowledges that RTD has the authority to disclose, and may disclose in its discretion, any information contained in the bid in response to a CORA request.**

6.11. Rights Reserved to RTD

- A. All bidders are notified that the execution of a Contract pursuant to this IFB is dependent upon acceptance of a mutually acceptable Contract with the successful bidder(s) and subsequent appropriation by RTD's Board of Directors of the necessary funds. **Successful bidders must be prepared to execute the Contract (as may be amended by the issuance of Addenda) that is provided with this IFB. RTD has no obligation to accept requested changes to the form of the Contract beyond the Inquiry Period, and no changes will be made after award to the successful bidder(s) (other than in respect of typographical errors). If a bidder does not submit any request changes, the bidder will be deemed to have accepted the terms, conditions, and requirements of this solicitation. Requested changes, including additional terms, conditions, and agreements (such as license agreements, master services agreements, and user agreements), must be submitted with bids. At RTD's sole discretion, RTD may deny any requested changes submitted during the Inquiry Period. Requested changes must be specific (including, as applicable, IFB section reference, reason for requested change and proposed revised language) and clearly identified. RTD will not accept blanket exceptions to any or all terms, conditions, or requirements of this solicitation to be negotiated at a later date. At RTD's sole discretion, RTD may deny requested changes that are embedded by hyperlink or cited by reference in a bid and related documents. FAILURE TO ACCEPT THE TERMS AND CONDITIONS IN THIS SOLICITATION MAY RESULT IN A BIDDER BEING DEEMED NON-RESPONSIVE.**
- B. It is the intent of RTD to make an award within 30 days from the bid due date; however, all bids shall be valid for no less than ninety (90) days.
- C. RTD reserves the right to postpone the bid opening for its own convenience.
- D. Issuance of this IFB does not commit RTD to award the Contract. RTD reserves the right to reject all bids and re-solicit or cancel this IFB if deemed by RTD to be in its best interest.

6.12. Prohibited Interests

- A. 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 with this Contract during his or her tenure or for one year thereafter. No director, officer, employee, or agent of RTD shall be interested in any contract or transaction with RTD except in his or her official representative capacity.
- B. 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.

6.13. Competition in Subcontracting

Bidders shall select subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of any Contract awarded.

6.14. Personnel Availability

By submitting its bid, the bidder certifies that it and each of its subcontractors possess an adequate supply of workers qualified to perform the work specified within the Contract schedule; that there is no existing or impending dispute between it and any labor organization; and that it is prepared to comply fully with prevailing wage requirements, minimum wages, maximum hours of work, and equal opportunity provisions contained in the Contract Terms and Conditions.

7. BID CONTENTS CHECKLIST (FORMS TO BE SUBMITTED)

Note to Respondents: In order to download the submittal forms in the "Forms to be Completed and Submittal Requirements section," Respondents must download them directly from the online procurement portal.

7.1. In addition to any information required elsewhere in this Solicitation and in the Scope of Work, all responses shall contain and will be evaluated based on the following sections:

7.1.1. Name and Title of Respondent's Authorized Official*

The following questions are prepared in electronic format, and the Respondent is required to respond in this format. All required certifications, documentation, and response information below shall be answered and provided by an authorized official with binding authority. Electronic selections and confirmations shall be as binding as a signature from the authorized official submitting this response on behalf of the Respondent.

Please type the full name and title of the authorized official electronically submitting this response.

*Response required

7.1.2. On behalf of my organization, I certify that I have read, understood, and agree to be bound to the terms in the General Instructions, Solicitation Instructions, Award Process, and Legal Notice in this solicitation, and that I am authorized to submit this response on behalf of my organization.*

Please confirm

*Response required

7.1.3. Open Records Copy of Bid

Submit your Open Records Copy of Bid per the instructions in the solicitation.

7.1.4. Form of Bid Security Being Submitted?*

Bid Bond

Cashier's Check

Cash

Certified Check

*Response required

7.1.5. Bid Security *

- A. If Contractor selected "Cashier's Check or Certified Check" above, Contractor shall Upload a copy of the signed check (**front and back**). Actual Bond document(s) must be received by RTD Procurement Agent within 5 business days.

- B. If Contractor selected "Bid Bond" above, Contractor shall upload a **fully executed** bid bond obtained from an authorized Surety Company. Actual Bond document(s) must be received by RTD Procurement Agent within 5 business days.
- C. If Contractor selected "Cash" above, Contractor shall **deliver** the cash to Jessica Cintron at 1660 Blake Street, Denver, CO, 80202 in a sealed envelope clearly labeled as Bid Security with the Project No (IFB 324DR006) and Title (RTD R-LINE SABLE AND EXPOSITION AUTOMATIC TRAIN STOP (ATS) IMPLEMENTATION (10% SBE Goal)) **before** the deadline to submit responses to this solicitation. The Contractor shall also upload a letter here stating that the Contractor is delivering their bid security in the form of cash. Contractor shall understand that Bid Security in the form of "Cash" not physically received in original and complete form by RTD before the deadline will be cause for disqualification.

*Response required

7.1.6. SBE CONTRACT REQUIREMENTS CERTIFICATION*

The Respondent hereby certifies that it has reviewed, understands, and agrees to comply with the requirements of RTD's SBE Contract Requirements (available at https://cdn.rtd-denver.com/image/upload/v1702655406/SBE_Program_Contract_Requirements_darpqq.pdf) and 49 CFR Part 26 for the entire duration of this Contract. The Respondent also agrees to:

- A. Comply with and implement all requirements of RTD's Contract Requirements and 49 CFR Part 26 in the award and administration of subcontracts under this Contract;
- B. Perform its obligations and shall require each Subcontractor regardless of the tier to perform its respective obligations under this Contract and the Subcontract(s) in accordance with RTD's SBE Contract Requirements;
- C. Provide each Subcontractor with a copy of RTD's SBE Contract Requirements (available at the link above); and
- D. Insert all flown-down provisions in SBE Flow-Down Provision section of the Contract into each Subcontract regardless of the tier.

Please confirm

*Response required

7.1.7. SBE Required Enclosures*

Please download the below documents, complete, and upload.

- [SBE Required Enclosures - E...](#)

*Response required

7.1.8. ORGANIZATIONAL CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS

- A. Organizational conflict of interest means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to RTD, or the person's objectivity in performing the Work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. Each firm responding to the Solicitation shall provide the statement described in paragraph (c). This requirement will apply individually to any of the firm's consultants or lower-tier subcontractors that also furnish Work in performance of the Contract to be awarded.
- C. The statement must contain the following:
 - 1. Name of the firm and the number of the Solicitation in question.
 - 2. The name, address, telephone number, and federal taxpayer identification number, if applicable, of the firm.
 - 3. A description of the nature of the Work rendered by or to be rendered on the Contract or related to the Contract.
 - 4. A statement of any past (within the past 12 months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the Contract. For contractual interests, such statement must include the name, address, and telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the firm who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to RTD or any other client respecting the same subject matter of the Solicitation or directly relating to such subject matter. The client and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests, enough information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the Contract.
 - 5. A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the Work to be provided in connection with the Contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the Contract or related to the Contract has been communicated as part of the statement required by section (c).
- D. Failure of a firm to provide the required statement may result in the firm being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

If the Respondent is aware of information bearing on whether a potential conflict may exist, the Respondent shall provide a disclosure statement describing this information as described in the Disclosure Requirements above.

- The Respondent IS aware of any information bearing on the existence of any potential organizational conflict of interest as described in the Disclosure Requirements.
- The Respondent IS NOT aware of any information bearing on the existence of any potential organizational conflict of interest as described in the Disclosure Requirements.

7.1.9. Current W9 *

Please download the below documents, complete, and upload.

- [02.12 W9 updated 1822.pdf](#)

*Response required

7.1.10. KEY PERSONNEL*

Please download the below documents, complete, and upload.

- [Key Personnel.docx](#)

*Response required

7.1.11. The Respondent 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.*

- Please confirm

*Response required

7.1.12. Confidentiality and Non-Disclosure Certification for CI & SSI*

If awarded, I certify that I will sign and submit this certification:

CONFIDENTIALITY AND NON-DISCLOSURE CERTIFICATION

1. I, _____, the undersigned, am an employee or authorized agent of _____ ("Respondent").
2. Respondent, under contract with RTD ("Contract"), has reviewed and accepts its responsibilities for the safe-keeping and non-disclosure of documents containing Critical Infrastructure Information ("CII") and/or Sensitive Security Information ("SSI"), as described in the Terms and Conditions of the Contract.
3. Respondent further understands that RTD may seek appropriate legal remedies for any violation of this certification.

By my signature below, I affirm and agree on behalf of the Respondent to the matters set forth above.

FOR _____
(Print name of Respondent)

By: _____
Name: _____
Title: _____

Please confirm

*Response required

8. PRICING FORM

IFB 324DR006 - RTD R-LINE SABLE AND EXPOSITION AUTOMATIC TRAIN STOP (ATS)

RTD R-LINE SABLE AND EXPOSITION AUTOMATIC TRAIN STOP (ATS) IMPLEMENTATION

Period of Performance 385 Days

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Please see Sable and Expo ATS Bid Form - Attachment D	1	EA		
TOTAL					

9. SCOPE OF WORK SERVICES/TECHNICAL SPECIFICATIONS

See Attachments for the Scope of Work/Technical Specifications.

9.1. Scope of Work

Please see Technical Specifications - Attachment A