



REQUEST FOR PROPOSAL

Bellco Theatre Ticketed Event Security Services

Date Issued: Wednesday March 13th 2024

2024-803-001

**Colorado Convention Center
ASM Global**

All comments and questions concerning the Request for Proposals and the corresponding procedures and requirements must be addressed in writing, via email or mail, to the following:

CCC Procurement – ASM Global
Colorado Convention Center
700 14th Street
Denver, CO 80202

Document Title: **RFP- 2024-803-001 Bellco Theatre Event Security Services**

E-mail: procurement@denverconvention.com

This Proposal is to be returned prior to Proposal deadline shown above to:
Colorado Convention Center, 700 14th Street, Denver, Colorado 80202

Attn: CCC Procurement or via email at procurement@denverconvention.com
Vendors should make copies for their files.

Colorado Convention Center reserves the right to reject any and all Proposals, to waive formalities or informalities, and to award contract for items herein, either in whole or in part, if it is deemed to be in the best interests of Colorado Convention Center to do so.

Overview

Notice is hereby given that ASM Global (Operator) of the Colorado Convention Center (CCC) in Denver, Colorado is seeking proposals from qualified Respondents for the provision of **Bellco Theatre Event Security Services** at the CCC.

This request for proposal (RFP) does not commit to the awarding of an Agreement, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of an Agreement. This RFP is intended to allow ASM Global to identify and select a qualified proposer to provide **Bellco Theatre Event Security Services** at the CCC. In evaluating the responses to this RFP, ASM Global reserves the right to consider all elements entering into determining the qualifications of the proposers.

Colorado Convention Center encourages small, local, disadvantaged, minority, and women-owned businesses to submit proposals for this scope of Services.

Responses MUST be received on Wednesday March 27th, 2024 at the Colorado Convention Center, 700 14th Street, Denver, CO 80202. ASM Global reserves the right to reject responses if not submitted by the time, date and at the place designated in the RFP. Any and all responses may be rejected if deemed in the Center's best interest.

Proposers are required to submit one (1) digital version of their complete proposal no later than the date and time above.

RFP Schedule

RFP Issued:	March 13, 2024	
Pre-bid Virtual Meeting:	March 20 th , 2024	02:00 p.m. MT
Deadline to submit questions:	March 22 nd , 2024	05:00 p.m. MT
Responses to written questions	March 25 th , 2024	05:00 p.m. MT
Submittal Deadline:	March 27 th 2024	05:00 p.m. MT
Tentative Award Date *	April 10 th , 2024	
Commencement of work	May 1 st 2024	

(* Due to uncertainties in the evaluation and selection process, the date(s) shown are tentative and reflect optimal circumstances.)

V E N D O R ' S C E R T I F I C A T I O N

We offer to furnish to Colorado Convention Center/ASM Global the materials, supplies, products or services requested in accordance with the specifications and subject to the rules, regulations and conditions of purchase(s) described herein.

PROPOSER SIGN HERE:

Name of Proposer _____

Address _____

City _____ State _____ Zip _____

Phone: _____ Email: _____

By: _____
(Printed or Typed Name)_____
(Written Signature)

Taxpayer I.D. No. _____

Signature constitutes acceptance of all Rules and
Regulations listed on this form and all documents attached.

Description of Company		
Year of Establishment		
SIC / NAICS Code		
 Certification Type (check all that apply): <input type="checkbox"/> DBE Disadvantage Business Enterprise <input type="checkbox"/> MBE Minority Business Enterprise <input type="checkbox"/> WBE Women Business Enterprise <input type="checkbox"/> SBE Small Business Enterprise <input type="checkbox"/> Other: _____		Certification Source
		Certification Number
		Certification Beginning Date
		Certification Expiration Date

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Exhibits

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Exhibit B – Pricing

Exhibit C – Qualifications

GENERAL INFORMATION AND PROPOSAL INSTRUCTIONS

ARTICLE 1 - INTRODUCTION

1.1 ABOUT THE COLORADO CONVENTION CENTER

The Colorado Convention Center (CCC) opened in 1990, with more than 100 professional meeting planners working together with architects to design every aspect of the building, the result was simple; a sensible, state-of-the-art facility with easy traffic flow to a stunningly beautiful building in the heart of downtown Denver. The Colorado Convention Center is well known as one of the most practical and "user-friendly" meeting facilities in the country.

The CCC consists of 584,000 square feet of exhibit space, a 5,000-seat theatre, 85,000 square feet of ballroom space (Mile High Ballroom 50,000 sf. and the Four Seasons Ballroom 35,000 sf), 150,000 square feet of meeting rooms, and a new 80,000 square foot Blue Bird Ballroom with all necessary support spaces.

The CCC host a variety of events in the center with an estimated 40 events to take place in the Belco Theatre in 2024.

The facilities have established as their primary goal the highest level of service to their customers and clients. All operating entities in each facility must adhere to the following objectives:

- a) Offer services according to the highest industry standards and in the best interest of the facility, the community, and the State of Colorado.
- b) Operate in a manner consistent with the public interest, providing each facility with full accountability for, and accurate records of all transactions conducted within each venue.
- c) Provide the highest level of safety, service and cooperation to tenants and customers of the facilities.
- d) Hold and maintain in good standing all required applicable local, state and federal licenses and permits for the services required herein. Failure to maintain said licenses and permits maybe cause for termination of contract.

ASM Global - Colorado Convention Center is soliciting proposals from fully qualified and experienced businesses to provide **Bellco Theatre Event Security Services**. Interested and qualified Respondents who have successfully demonstrated the experience and ability to perform comparable products and services are invited to respond.

ASM Global, as a contractor for the City and County of Denver, ("City") manages and operates the Colorado Convention Center (hereinafter referred to as "CCC").

By this Request for Proposals ("RFP"), ASM Global is soliciting proposals from qualified companies to operate and provide **Bellco Theatre Ticketed Event Security Services** at within the CCC as a preferred provider service.

1.2 LOCAL, SMALL, MINORITY AND WOMEN-OWNED BUSINESS ENGAGEMENT

Colorado Convention Center - ASM Global recognizes the importance of the success of Minority Owned ("MBE") and Women Owned ("WBE") Business Enterprises to the economies of the state, city and communities it serves, as well as the corporation itself. We are committed to pursuing business

relationships with M/WBE firms and using innovative approaches designed to continually improve business opportunities at the Colorado Convention Center.

CCC is committed to advancing business equity and sustainability through growing the capacity of MWBEs. CCC will take multiple actions as an expression of this commitment.

1. CCC will conduct outreach to these enterprises at the time of issuance of a Request for Proposals (RFP) to notify them of upcoming opportunities and encourage them to submit a proposal.
2. CCC will make efforts do this are through institutional procurements for goods and services, long-term workforce opportunities, and revenue streams for community benefit. Each contract's engagement efforts are intended to advance CCC's commitment to ensure, local, small, disadvantaged, minority, and women-owned business enterprises.
3. Each RFP will ask questions about the bidder's local, small, disadvantaged, minority and women-owned enterprise status, commitment to supporting the CCC through the successful selection on this project, as well as their commitment to diversity and inclusiveness in their business practices, staff hiring, compensation, training and retention, and support of the community.
4. Responses to these questions will be one of the main criteria in the selection committee's consideration of proposals.
5. CCC will seek feedback regarding and make an effort to resolve barriers that these entities may experience in responding to the RFP and performing the specified services in each RFP.

1.2.1 Small and Minority/Women-owned Business Certification

Consultants or subcontractors who are classified as minority-owned, woman-owned, small business, or disadvantaged business should be registered and hold certification from the City and County of Denver or a comparable federal certification.

1.3 SUSTAINABILITY

ASM Global – CCC and the City and County of Denver's Executive Order 123, is committed to protecting the environment, and the health of the public and its employees. ASM Global – CCC is directed to procure cost-competitive products and services that minimize resource consumption and negative impacts on the environment and human health.

ARTICLE 2 - BID CONDITIONS

2.1.1 This request for proposal must be signed by a duly authorized official of the bidding company. The completed and signed proposal (together with all required attachments) must be returned to ASM Global – CCC on or before the time and date of the bid opening shown on page two (2).

2.1.2 All participating proposers, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this bid as stated or implied herein. Any alteration, erasure or interlineation by the proposer in this request for proposal shall constitute cause for rejection by ASM Global – CCC. Exceptions or deviations to this bid must not be added to the request for proposal pages, but must be on vendor's letterhead and accompany request for proposal. Should ASM Global – CCC omit anything from this bid which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the proposer shall secure written instructions from ASM Global – CCC.

2.1.3 Typographical errors in entering quotations on request for proposal may result in loss of award of contract purchase order.

2.1.4 All proposers are required to complete all information requested in this request for proposal. Failure to do so may result in the disqualification of bid.

2.1.5 Unit price for each item bid on shall be shown and shall be for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern.

2.1.6 Any omissions as to the manufacturer's brand name, code or stock number, or style that is asked for shall be considered cause to reject any or all items on bid if deemed to be in the best interest of ASM Global – CCC to do so.

2.1.7 ASM Global – CCC reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if he deems it to be in the best interests of ASM Global – CCC to do so.

2.1.8 The successful proposer shall be in complete compliance with all of the specifications, terms and conditions of this bid proposal as outlined above. ASM Global – CCC shall have the right to inspect the facilities and equipment of the successful proposer to insure such compliance.

2.1.9 No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to ASM Global – CCC, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to ASM Global – CCC, or that has failed to attain or demonstrate compliance with any law, ordinance, City and County of Denver regulation, or contract term or condition as may be provided for or required in any ASM Global – CCC contract, or that may be deemed irresponsible or unreliable by the ASM Global – CCC. Proposers may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to perform and complete the work outlined in this proposal.

2.1.10 The contractor agrees to abide by all the laws, regulations and administrative rulings of the United States, the State of Colorado and the City and County of Denver, securing all necessary licenses and permits in connection with the bid proposals.

2.1.11 All materials, supplies and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596) as well as with other applicable federal, state and local codes.

2.1.12 All merchandise furnished or service performed must comply with City and State Codes.

2.1.13 Venue for any and all legal action regarding the transaction covered herein shall lie in the District Court in and for the City and County of Denver, State of Colorado, and this transaction shall be governed by the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are expressly incorporated as if fully set out herein, by this reference. The vendor or proposer agrees that any and all notices, pleadings and process may be made by serving two copies of the same upon the Colorado Secretary of State, State Capitol, Denver, Colorado, and by mailing by return mail an additional copy of the same to the vendor or proposer at the address shown herein; that said service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Colorado law or Rules of Civil Procedure, appearance, pleading or answer is not made.

2.1.14 In the event that this request for proposal requires a formal contract to be prepared by ASM Global – CCC, the successful proposer will properly sign and furnish necessary performance bonds,

insurances, Workers' Compensation, etc., as required by the respective request for proposal within ten (10) days (unless a longer period is allowed) from the date of receipt of the formal contract forms.

2.1.15 All proposers must take into consideration that only ASM Global – CCC's contract documents will be used in the finalization of this agreement.

2.1.16 It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

2.1.17 It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

2.1.18 In the event that any gratuities or kickbacks are offered or tendered to any ASM Global – CCC employee, the request for proposal shall be disqualified and shall not be reinstated.

2.1.19 Successful Respondents and subcontractors that are corporations or limited liability companies will be required to furnish a Certificate of Good Standing from the Colorado Secretary of State's Office, as proof that they are properly registered to do business in the State of Colorado, prior to finalization of award and contracting.

SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS

ARTICLE 3 - SCOPE OF SERVICES

3.1 SCOPE OF SERVICES AND/OR PRODUCT

3.1.1 Respondent services shall include, but not be limited to the following:

Respondents must currently be involved in the business of providing security, crowd management and all related services. Respondent must agree to provide specific security and crowd management services to the Bellco Theatre utilizing well trained, professional and courteous security personnel and supervisors capable of providing all phases of these services in and about the Bellco Theatre premises.

3.1.2 All categories within this Summary of Work section are subject to change. Attendance forecasts and event needs, as determined by Facility, will dictate theatre security staffing levels throughout the length of this service contract.

3.1.3 The detailed scope of services can be found in Exhibit A. All Services are to be performed as described in Exhibit A and are subject to ASM Global – CCC representative approval before payment may be issued.

3.2 MINIMUM QUALIFICATION OF CONTRACTOR

The minimum qualifications can be found in Exhibit C. All Services are to be performed as described in Exhibit C and are subject to ASM Global – CCC representative approval before payment may be issued.

3.3 INVOICING & PAYMENT

3.3.1 Respondent shall include in proposal sample invoicing examples.

3.3.2 The Respondent is expected to provide detailed and itemized invoices that list positions and time worked for each person for each Event to ASM Global within 48 hours of the conclusion of each Event. ASM Global – CCC will pay only for Services and/or Product delivered. Invoices should be sent to ap@denverconvention.com.

3.3.3 Weekly time sheets will be submitted to ASM Global indicating Theatre events, etc. with a daily log of hours worked by each employee. A daily event sheet and other reports requested by Facility will be submitted following each event listing each employee position worked, and the number of hours worked during the event.

3.3.4 Respondent acknowledges that ASM Global – CCC is not obligated to pay the Respondent for any services or product other than the Services detailed in this RFP, and that any additional work performed, or services provided by Respondent in addition to these Services, are performed at Respondent's risk and without authorization under this Agreement or obligation of ASM Global – CCC unless approved in writing in advance of such Services being performed.

3.3.5 Standard payment terms shall be net 30 days. However, faster payment terms may be available based upon the mutual agreement between ASM Global – CCC and the Respondent.

3.4 TAXES

ASM Global – CCC is not an agent of the City and County of Denver nor does ASM Global – CCC have agency status with the City and County of Denver. ASM Global is not a tax-exempt entity.

3.5 EXCLUSIVITY & SERVICE CHANGES

The selected Respondent shall be the exclusive provider of Event Security Services for all Theatre events requiring such services as determined by ASM Global. The Respondent's supervisors and staff will perform functions including but not limited to security access control, security for Facility & Licensee assets and personnel, crowd management services, search and bag check, and passenger elevator operations for the Bellco Theatre.

3.6 PREVAILING WAGE PROVISIONS

Any contract in the amount of two thousand dollars (\$2,000.00) or more arising out of this request for proposal shall be subject to the following provisions concerning the payment prevailing wages, if any work is performed onsite.

- a. The minimum wages to be paid for every class of labor, mechanics and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages.
- b. The Contractor or his subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workers.
- c. The contractor and subcontractors to pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment except that the contractor and

subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.

d. The contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the contractor and all subcontractors working under the contractor.

e. If the contractor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the contractor until the contractor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.

f. The contractor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the contractor or subcontractors.

g. The copy of the payroll record shall be accompanied by a sworn statement of the contractor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract either for the contractor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the contractor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.

h. If any laborer, worker or mechanic employed by the contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, ASM Global – CCC and the City and County of Denver may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the work to completion by contract or otherwise, and the contractor and any sureties shall be liable to ASM Global – CCC for any excess costs occasioned ASM Global – CCC thereby.

i. Information as to forms and other requirements concerning prevailing wages may be obtained from the City Auditor's office, Prevailing Wage Section, 201 West Colfax Avenue, Denver, CO, 80202. Phone 720.913.5036, fax 720.913.5035 as well as online at <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Auditors-Office/Denver-Labor/Prevailing-Wage>

3.7 USE OF FACILITIES

There will be no authorized use of the Center facilities unless expressly agreed to by ASM Global in writing or as defined in the scope of services. Access to the facility will be determined by servicing needs and requirements and agreed upon with the contract administrator.

3.8 LABOR & STAFFING

3.8.1 Respondent will be responsible for the hiring and dismissing of any of its employees. However, authorized ASM Global representatives have the right to have any employee removed from the Facility. Contractor will be responsible for preparing all work schedules assuring that each post and shift, as specified by the ASM Global is staffed.

3.8.2 Employees shall be uniformly dressed and clean and neat in appearance. All employees must display identification prominently and at all times while on the Theatre premises.

3.8.3 All employees shall be qualified and properly trained in practical application of security service and proper crowd management techniques. All employees shall be held to the highest standards of customer service in all interactions with patrons, guests, employees or any other person.

3.8.4 Facility has the right to assign specific positions including supervisors and on-site security managers.

3.8.5 Forty-eight hours before each event, ASM Global will require that the contractor provide written confirmation of all staffing counts and that all positions are filled or unfilled. If the contractor is unable to fill a call 48 hours before an event, ASM Global reserves the right to fill those staff positions with its employees or with other labor providers.

3.9 INSURANCE & BONDS

3.9.1 The successful Contractor will be required to obtain and maintain in force at all times during the term of the agreement as a direct cost of operation, insurance coverage as directed by ASM Global. Such coverage will be obtained from an insurance company authorized and licensed to do business in the State of Colorado and rated not less than A VIII by the most current AM Best's Manual. All such insurance shall be primary of any other valid and collectible insurance of Contractor and/or ASM Global and shall be written on an occurrence basis. Claims made policies are not acceptable. It is anticipated that such coverage shall include the following:

- (A) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury or death and property damage, including coverage's for personal injury, contractual, and operation of mobile equipment, products and liability;
- (B) Workers' Compensation Insurance as required by Colorado law;
- (C) Employer's Liability Insurance with limits not less than \$1,000,000 for each occurrence;
- (D) Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage's for owned, non-owned and hired vehicles, including loading and unloading operators.

Commercial General Liability and Automobile Liability Insurance policies required shall name as additional insureds: (i) City and County of Denver, (ii) ASM Global, (iii) its Officers, Agents and Employees.

Certificates of Insurance: Copies of additional insured endorsements and primary coverage endorsements and, if requested, complete copies of policies, satisfactory to ASM Global, shall be furnished to ASM Global. Certified copies of the Certificate of Insurance or policies shall provide that they may not be canceled without thirty (30) days advance written notice to ASM Global. ASM Global herein confirms that it carries insurance as required by the City and County of Denver.

3.9.2 The successful Contractor will be required to indemnify, hold harmless and defend ASM Global, the City, and their respective Members, Officers, Directors, Agents and Employees ("INDEMNITEES") from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees) on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance of Vendor or its Employees, Agents, Service Contractors, Exhibitors or Attendees or any other person entering the Center with the implied or express permission of Contract. Such indemnification by Contractor shall apply unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of ASM Global, the City, their respective Members, Officers, Agents or Employees.

3.9.2.1 Performance Bond: A Performance Bond will be required in the amount of \$50,000.00. This bond must be delivered within 15 days of receipt of an Agreement.

3.9.2.2 A surety company that is licensed to do business in the State of Colorado must provide the Performance Bond.

3.10 GENERAL ADMINISTRATION & MEETINGS

3.10.1 ASM Global's Authorized Representative is responsible for placing, authorizing, and approving any services performed or product ordered.

3.10.2 Prior to the commencement of services rendered by Respondent, the Respondent must attend meetings with the Authorized Representative as required. The purpose of these meetings will be to review expectations regarding:

- Staff Services and Expectations
- Services authorization procedures
- Information required on invoices

3.10.3 The Respondent will also be expected to meet as needed with the Authorized Representative throughout the term of service or Agreement to review service delivery and adjust if needed.

ARTICLE 4 - PROCEDURES/CONTENTS OF RESPONSE

4.1 CONTENTS OF RESPONSE

4.1.1 Responses must include the following:

- a) Company History/Qualification. Provide a detailed history of Respondent and a statement of qualifications including a description of comparable product/services provided for comparable projects including dates. Respondent must be able to meet required qualifications defined Exhibit C.
- b) List of current and former clients to whom the respondent has provided services similar and comparable to those described in this solicitation, and contact information (client names, gross amount, contact names, dates of services provided, telephone, email addresses and website addresses) or at least five (5) client ASM Global may obtain references from.

4.1.2 All Responses shall be typewritten without erasures or deletions, if proposals are being responded to via standard mail.

4.1.3 Respondent shall identify any and all sub-contractors which the Respondent anticipates having a significant role in the fulfillment of the response. A Payment and Performance Bond may be necessary if sub-contractors are utilized by the Respondent.

4.1.4 Each copy of the Response shall include the legal name of the Respondent and a statement identifying the Respondent as a sole proprietor, partnership, corporation or other legal entity as appropriate. Each copy shall be signed by the person or persons legally authorized to bind the Respondent to a contract. A response by a corporation shall further give the state of incorporation and whether the Respondent is qualified to do business in Colorado. A Response submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Respondent. Respondent may also provide the State of Colorado Certificate of Good Standing in lieu of the statement.

4.1.5 Respondent must submit appropriate certification documentation if Respondent, or any number of Respondent's team is a Minority or Women Business Enterprise certified by the City and County of Denver or the State of Colorado.

4.2 SUBMISSION OF RESPONSES

4.2.1 Submit one (1) properly executed responses with any other documents required in email or digital version via mail. Should include all specs, item numbers, and pictures of product. The email or digital format shall be identified with the Respondent name and address, the type of Response and the proposal due date to the following email or address:

CCC Procurement – ASM Global
Colorado Convention Center
700 14th Street
Denver, CO 80202

Document Title: **RFP- 2024-803-001 Bellco Theatre Event Security Services**

E-mail: procurement@denverconvention.com

4.2.2 **RESPONSES** shall be submitted no later than **2 PM., M.S.T.** on the response due date. Immediately thereafter, Responses will be opened and acknowledged. Responses received after that time and date will be returned unopened. The Respondent shall assume full responsibility for timely delivery at the location designated for the receipt of Responses.

4.2.3 Submission of a Response signifies careful examination of the RFP and complete understanding of the nature, extent and location of the work to be performed.

4.2.4 Oral, telephonic or telegraphic Responses are invalid and will not receive consideration.

4.2.5 The Colorado Convention Center assumes no responsibility for errant delivery of proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.

4.3 MODIFICATION OR WITHDRAWAL OF RESPONSE

4.3.1 A Response may not be modified, withdrawn or canceled by the Respondent for 90 days following the date designated for the opening of the Responses, and each Respondent so agrees in submitting a Response.

4.3.2 Prior to the time and date designated for receipt of Responses, a Response submitted may be modified or withdrawn by notice to the party receiving Responses at the place designated for receipt of Responses. Such notice shall be in writing over the signature of the Respondent. A change shall be so worded as not to reveal the amount of the original Response.

4.3.3 Withdrawn Responses may be resubmitted up to the date and time designated for the receipt of Responses provided that they are then fully in conformance with this RFP.

4.4 COMMENTS & QUESTIONS

4.4.1 All comments and questions (requests for information) concerning this Request for Proposal and the corresponding procedures and requirements must be addressed in writing, via email or mail by received at CCC by 5:00 P.M. on Wednesday March 27th 2024, to the following:

CCC Procurement – ASM Global
Colorado Convention Center
700 14th Street
Denver, CO 80202

Document Title: **RFP- 2024-803-001 Bellco Theatre Event Security Services**

E-mail: procurement@denverconvention.com

4.4.2 All comments and questions will be responded to all respondents in writing on Monday March 25th no later than 5pm MTN, via email.

4.4.3 Any interpretation or correction of the RFP will be made only by written addenda to all Respondents via email. No allowance will be made after final submittal deadline of Proposals are

received for oversight, omission, error, or mistake by the Respondent or ASM Global. Addenda so issued will become part of the Proposal Documents and receipt thereof by the Respondent shall be acknowledged in the Proposal.

4.5 DUE DILIGENCE

Prior to submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigation and examinations shall not relieve the successful Respondent of the obligation to comply, in every detail, with all provisions and requirements, nor shall it be a basis for any claim whatsoever for alteration in any provision required by the Contract.

4.6 CONDITIONS AND LIMITATIONS

4.6.1 The Proposals and any information made a part of the Proposals will become part of ASM Global's official files without any obligation on ASM Global's part to return them to the individual Respondent(s).

4.6.2 This RFP and the selected Respondent(s) Proposal may, by reference, become a part of any formal Contract between ASM GLOBAL and Respondent resulting from this solicitation.

4.6.3 All proposals may become a matter of public record and shall be regarded as Public Records, with the exception of those specific elements in each proposal which are designated by the proposer as Business or Trade Secrets and plainly marked "Trade Secrets", "Confidential", "Proprietary", or "Trade Secret". Items so marked shall not be disclosed unless disclosure is otherwise required under the Colorado Open Records Act. If such items are requested under the Colorado Open Records Act, ASM Global – CCC will use reasonable efforts to notify the proposer, and it will be the responsibility of the Proposer to seek a court order protecting the records, and to defend, indemnify, and hold harmless ASM Global – CCC from any claim or action related to ASM Global – CCC's non-disclosure of such information.

ARTICLE 5 - CONSIDERATION OF RESPONSES

5.1 OPENING OF RESPONSES

5.1.1 The properly identified Responses received on time and in accordance with the requirements of the RFP will be considered for award. Responses not received on time, or otherwise not submitted in accordance with the requirements of the RFP will not receive consideration for award.

5.1.2 To be considered for the award, a Respondent must be experienced and regularly in the business of providing the Scope of Services required by this RFP, and must have a business phone and be available for consultation.

5.2 SELECTION PROCESS AND CRITERIA

Each Response will be reviewed by a Selection Committee and award will be made according to the following process:

Screening Criteria

- a) The Selection Committee will review the Response submittal and assign a criteria score for each prospective Respondent. The score will be based on the following:
 - 1) General Qualifications of Firm

- 2) Respondents must demonstrate the ability to provide the Services specified by furnishing information regarding its expertise, experience, financial soundness, sustainability and integrity.
- 3) Respondents and personnel must demonstrate an understanding of the Services required.
- 4) Respondents must demonstrate that Jobs of similar scope and/or magnitude have been successfully delivered on time and budget.
- 5) Price
- 6) Relative merits of the proposal

- b) The Selection Committee based on the scores will arrive at a ranked "short list" of prospective Respondents. ASM Global may, depending on the number of Responses and the recommendation of the Selection Committee, give all prospective Respondents the opportunity to be short listed and asked to provide an oral presentation/interview as described below. All proposing firms will be notified of their status in writing.

Final Selection

- a) This Request for a Proposal is seeking to identify the entities and persons most responsible and most qualified to provide the Services. ASM Global, in its sole discretion, will determine which Respondents are most responsible and most qualified to provide the Services, based on the information in the response submittals and input from references provided. These Respondents may be asked to interview with ASM representatives and respond to questions regarding the submittal response. The ASM Global may elect to negotiate with one (1) or more of the most responsible and best-qualified Respondents. ASM Global, in its sole discretion, will make its final selection of the Respondent whose experience, expertise, reputation, capabilities, past performance and commission is determined to be most advantageous to the Colorado Convention Center.
- b) ASM Global at its discretion may reject all proposals or may negotiate an agreement for services with the highest ranked candidate. If, in ASM Global's opinion, it is not possible to successfully complete negotiations with that prospective Respondent, ASM Global may, at its sole discretion, elect to terminate those negotiations and initiate negotiations with the next highest ranked candidate.

5.3 REJECTION OF RESPONSES

ASM Global shall have the right to reject any or all Responses, for any reason at any time, reject a Response not accompanied by the data required by the RFP, or reject a Response which is in any way incomplete or irregular, with no liability for cost incurred.

5.4 ACCEPTANCE OF A RESPONSE

It is the intent of ASM Global to award a contract to a vendor that, in ASM Global's judgment, is the most qualified and responsive Respondent, provided the Response has been submitted in accordance with the requirements of the RFP. ASM Global shall have the right to accept the Response which, in ASM Global's judgment, is in the CCC's best interest.

5.5 TIME OF AWARD

It is the intent of ASM Global to issue a purchase order for product placement with 30 days of award.

5.6 LIABILITY FOR COSTS

ASM Global will not be liable for any costs incurred in the preparation and presentation of the Response, or the negotiation and finalization of a contract.

PRICING

ARTICLE 6 - PRICING

6.1 PRICING INFORMATION

6.1.1 Pricing is described in detail in Exhibit B of this RFP. Pricing should address all requirements set forth in Section A, Section B, and Exhibit A.

6.1.2 The requirements have been developed to allow ASM Global - CCC to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested and in any referenced exhibits.

6.1.3 Any omissions in this RFP shall be identified by each Respondent and incorporated into their proposal.

6.1.4 If applicable all Respondent hourly rates and the cost proposal quoted shall be firm and fixed for the Initial Term of the Agreement and subject to mutual agreement prior to any Extension Terms.

ADDITIONAL INFORMATION

7.1 Respondent Checklist

ASM GLOBAL – COLORADO CONVENTION CENTER RESPONDENT CHECKLIST

This checklist is provided as a courtesy to Respondents to support their submission of a full proposal. It is the Respondent's responsibility to thoroughly read the RFP and meet all response requirements.

RFP Item	
Respondent information	<input type="checkbox"/>
Response to RFP requirements and Respondent qualifications	<input type="checkbox"/>
References for each Respondent, subcontractor	<input type="checkbox"/>
Vendor certification form	<input type="checkbox"/>
Pricing/Bid sheet	<input type="checkbox"/>
W9 and certifications	<input type="checkbox"/>
Financials (if requested)	<input type="checkbox"/>
If Respondent intends to use subcontractors, Respondent must identify in the Proposal the names of the subcontractors and portions of work the subcontractor will perform	<input type="checkbox"/>



If submitting a Proposal as a joint venture, Respondents must submit a copy of the joint venture agreement



REQUEST FOR PROPOSAL EXHIBIT A

Bellco Theatre Ticketed Event Security Services

Date Issued: Wednesday March 13th 2024

2024-803-001

**Colorado Convention Center
ASM Global**

EXHIBIT A. SCOPE OF SERVICES**OVERVIEW:**

Respondents must currently be involved in the business of providing security, crowd management and all related services. Respondent must agree to provide specific security and crowd management services to the Bellco Theatre utilizing well trained, professional and courteous security personnel and supervisors capable of providing all phases of these services in and about the Bellco Theatre premises.

All categories within this Summary of Work section are subject to change. Attendance forecasts and event needs, as determined by Facility, will dictate theatre security staffing levels throughout the length of this service contract.

The work provided by the terms and conditions of the Contract shall include all of the terms and conditions of this hereinafter in the Specifications.

Without any intention of limiting the work but solely for the convenience of the Contract, this work generally includes the following items of security work:

- A. Security responsibilities and crowd management as determined by the Facility at all independent theatre events.
- B. Unless otherwise stated herein, the Respondent shall provide all the necessary labor, materials, and equipment to completely execute the work herein specified including, but not limited to uniforms and communication devices (two-way radios). All uniforms and equipment to be used during this agreement must be approved by Facility prior to being used for work. Uniforms may not be changed within a calendar year.
- C. The selected Respondent shall be the exclusive provider of Event Security Services for Ticketed Theatre events requiring such services as determined by ASM Global. The Respondent's supervisors and staff will perform functions including but not limited to security access control, security for Facility & Licensee assets and personnel, crowd management services, search and bag check, ticket taking, and passenger elevator operations for the Bellco Theatre.
- D. The Respondent must manage and operate the Event Security Services operation in a professional, courteous and efficient manner. All of the Respondent's operations must be provided at a first-class level of quality and service.
- E. The Respondent is responsible for maintaining the highest standards of employee competency, conduct, integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary to ensure the same.
- F. The Respondent shall provide all labor, supervision, break staff, radios (radios must operate on the frequencies provided by ASM Global), materials, supplies and equipment to support its Event Services operation.
- G. Respondent shall be responsible for assuring its' personnel are appropriately licensed as required by City, and/or State statutes, laws, and/or regulations. A Denver Security Guard license is required for all Respondent employees while in service at the Theatre.
- H. No firearms of any sort are to be carried or used by Respondent's personnel, without the specific written permission from ASM Global.

The term of the resulting Contract shall be in effect for one (1) years commencing on May 1st, 2024, and automatically terminating on April 30th, 2025 unless sooner terminated. Prior to expiration of the Initial Term, the Contract may be extended by mutual agreement, for an Extension of Term of one (1) one (1) year term.



The Services must be performed in accordance with the scope of work, terms and conditions of a written contract.



REQUEST FOR PROPOSAL EXHIBIT B

Bellco Theatre Ticketed Event Security Services

Date Issued: Wednesday March 13th 2024

2024-803-001

**Colorado Convention Center
ASM Global**

EXHIBIT B. Pricing

A. Pricing Information

This section should address all requirements set forth in this RFP as well as any other items pertinent to the Respondent's proposal pricing. The requirements have been developed to allow ASM Global – CCC to uniformly evaluate prices submitted for the services or product. Accordingly, Respondent should follow these instructions carefully and provide all data requested and in any referenced attachments.

B. Pricing Methodology

The Respondent hourly rates and/or cost proposal quoted shall be fixed either over the Initial Term of the Contract if applicable or if cost proposal on product Respondent agrees that proposal shall be considered valid for a period of not less than ninety (90) days.

The respondent Fixed Cost proposal should be to provide all the Work as described herein. Respondent may also propose a Fixed Cost proposal for multiple services. ASM Global reserves the right to choose the alternative which in its estimation is in the best interest of ASM Global

C. Vendor Cost Proposal Instructions

Respondent shall include in proposal a detailed breakdown of hourly rates. This should include at minimum, hourly rates for; a) security staff e) supervisors and f) managers. Include part-time rates, full-time rates, minimums, holiday's and shift differentials. Also, itemize any anticipated additional costs to ASMG Global.

Respondent is solely responsible for payment of all wages, salaries, and all other amounts due its employees and shall be responsible for the payment of all federal, state, and local employment taxes to include all obligations and payments pertaining to social security taxation, income tax withholding, worker's compensation, unemployment, and any group insurance coverage or similar matters.

- Itemized pricing to include all scheduling fees , payroll fees, or administrative fees in the billable rates.
- Your terms of payment.



REQUEST FOR PROPOSAL EXHIBIT C

Bellco Theatre Ticketed Event Security Services

Date Issued: Wednesday March 13th 2024

2024-803-001

**Colorado Convention Center
ASM Global**

EXHIBIT C. QUALIFICATIONS

The Respondent acknowledges the following are required qualifications to perform the Services and/or provide requested Services:

1. Must have significant experience successfully performing comparable work at major convention centers, public assemblies, concerts and/or major hotels including providing security staffing, crowd management and all related services.
2. Must have and maintain comprehensive insurance policies, sufficient to protect clients & ASM Global, including a minimum of One (1) million in General Liability insurance.
3. Copy of City & County of Denver Business License with Security Company designation.
4. While acting in the capacity of a contracted security provider for the Colorado Convention Center, all of our employees will have their security guard license displayed on their person at all times, as required by the City & County of Denver to work in a City building per Denver Municipal Code. Failure to comply with this will result in both the employee and our business receiving a citation from Denver Police, the employee being removed from the building, and a permanent revocation of our status to be a vendor for the Colorado Convention Center.
5. Missed staffing calls, employee shortages, and inadequate notice places ASM Global in a poor position regarding patron service. It also places ASM Global in a poor position with our promoter partners. Please propose an incentive or penalty program that will encourage and motivate the vendor efforts to fully complete staffing calls.