

Administrative Services
Purchasing Division

July 14, 2009

Toast of the Town
Attn: Mike Taylor
523 North Whitcomb
Fort Collins, CO 80521

RE: Renewal, P1127 Concession, Event Beverage Service – Lincoln Center

Dear Mr. Taylor:

The City of Fort Collins wishes to extend the agreement term for the above captioned proposal per the existing terms and conditions and the following:

- 1.) Prohibition Against Employing Illegal Aliens. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Service Provider represents and agrees that:
- a. As of the date of this Agreement:
 1. Service Provider does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and
 2. Service Provider will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the “e-Verify Program”) or the Department Program (the “Department Program”), an employment verification program established pursuant to Section 8-17.5-102(5)(c) C.R.S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.
 - b. Service Provider shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.
 - c. Service Provider is prohibited from using the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 - d. If Service Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Service Provider shall:
 1. Notify such subcontractor and the City within three days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Service Provider shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - e. Service Provider shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an

investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

f. If Service Provider violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Service Provider shall be liable for actual and consequential damages to the City arising out of Service Provider's violation of Subsection 8-17.5-102, C.R.S.

g. The City will notify the Office of the Secretary of State if Service Provider violates this provision of this Agreement and the City terminates the Agreement for such breach.

2.) Amendment 54

To the extent that this Agreement may constitute a "sole source government contract" within the meaning of Section 2(14.4) of Article XXVIII of the constitution of the State of Colorado, about which the City makes no representation, Section 15 of said Article XXVIII, which reads as follows, is hereby incorporated into this Agreement and made a part hereof:

Section 15. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, contract holders shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the contract holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state (of Colorado) or any of its political subdivisions.


The term will be extended for one (1) additional year, June 1, 2009 through May 31, 2010.

If the renewal is acceptable to your firm, please sign this letter in the space provided **include a current copy of insurance naming the City as an additional insured** and return all documents to the City of Fort Collins, Purchasing Division, P. O. Box 580, Fort Collins, CO 80522, within the next fifteen days.

If this extension is not agreeable with your firm, we ask that you send us a written notice stating that you do not wish to renew the contract and state the reason for non-renewal.

Please contact David Carey, Buyer, CPPB at (970) 416-2191 if you have any questions regarding this matter.

Sincerely,


James B. O'Neill II, CPPO, FNIGP
Director of Purchasing and Risk Management

Signature



Date

(Please indicate your desire to renew P1127 by signing this letter and returning it to Purchasing Division within the next fifteen days.)

JBO:mar

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