



**CITY OF FORT COLLINS
INVITATION TO BID
BID 6011**

**Security Services for Parking Structures
BID OPENING: 3:00 p.m. (our clock), November 30, 2006**

Sealed bids will be received and publicly opened at the office of the Director of Purchasing and Risk Management, PO Box 580, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80522, at the time and date noted on the bid proposal and/or contract documents. If delivered, they are to be sent to 215 North Mason Street, 2nd Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

Bids must be received at the Purchasing Office prior to 3:00 p.m. (our clock), November 30, 2006.

A prebid conference will be held November 17, 2006 at 10:00 in Conference Room 1B located at 215 N. Mason in Fort Collins.

Questions concerning the scope of the bid should be directed to Project Manager Dave M. Johnson, (970) 416-2615.

Questions regarding bid submittal or process should be directed to John D. Stephen, CPPO, Senior Buyer (970) 221-6777.

A copy of the Bid may be obtained as follows:

1. Download the Bid from the Purchasing Webpage, Current Bids page, at: <https://secure2.fcgov.com/bsol/login.jsp>.
2. Come by Purchasing at 215 North Mason St., 2nd floor, Fort Collins, and request a copy of the Bid.

Special Instructions

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the City and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier's name from the City of Fort Collins' bidders list for a period of twelve months from the date of the opening. The City may also pursue any remedies available at law or in equity. Bid prices must be held firm for a period of forty-five (45) days after bid openings.

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the City's specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the City prior to award of the bid.

Only bids properly received by the Purchasing Office will be accepted. All bids should be clearly identified by the bid number and bid name contained in the bid proposal.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the City.

Bids must be furnished exclusive of any federal excise tax, wherever applicable.

Bidders must be properly licensed and secure necessary permits wherever applicable.

Bidders not responding to this bid will be removed from our automated vendor listing for the subject commodities.

The City may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the City. The City reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities.

Sales prohibited/conflict of interest: no officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

Freight terms: unless otherwise noted, all freight is F.O.B. Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal.

Discounts: any discounts allowed for prompt payment, etc., must be reflected in bid figures and not entered as separate pricing on the proposal form.

Purchasing restrictions: your authorized signature of this bid assures your firm's compliance with the City's purchasing restrictions. A copy of the resolutions is available for review in the Purchasing Office or the City Clerk's Office. Request Resolution 91-121 for cement restrictions.

Collusive or sham bids: any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid.

Bid results: for information regarding results for individual bids send a self-addressed, self-stamped envelope and a bid tally will be mailed to you. Bid results will be posted in our office 7 days after the bid opening.

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

BID PROPOSAL
BID #6011
SECURITY SERVICES FOR PARKING STRUCTURES
BID OPENING: NOVEMBER 30, 2006, 3:00p.m., (our clock)

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **SECURITY SERVICES FOR PARKING STRUCTURES** PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS:

The City of Fort Collins Parking Services Department is requesting bids for Security Guard Services in two parking structures located in downtown Fort Collins. Agreement will be effective January 1, 2007. The Old Town Parking Structure located at 102 Remington St. and the Civic Center Parking Structure at 120 North Mason St.

A pre-bid meeting to review the structures will be held on November 17, 2006 at 10:00 am at 215 N Mason room 1B. Awarded contractor must sign the attached Service Agreement and provide insurance per Exhibit "B". This is a one year contract and may be renewed up to four more years.

Any technical questions regarding the Parking Structures should be directed to Dave M Johnson, Parking Services Supervisor, (970) 416-2615. E-mail address: dmjohnson@fcgov.com. Purchasing questions should be directed to John Stephen, CPPB, Senior Buyer, (970) 221-6775. E-mail address: jstephen@fcgov.com.

Bid Schedule

Please submit a separate cost for security services for each facility, Old Town Parking Structure and Civic Center Parking Structure respectfully. Award is based on Grand Total. Our company will supply security per specifications for:

Old Town Parking Structure \$ _____/month x 12 = Year Total \$ _____

Civic Center Parking Structure \$ _____/month x 12 = Year Total \$ _____

Grand year total for both \$ _____

Firm Name _____
(Are you a corporation, DBA, Partnership, LLC, PC)

Signature _____

Title _____

Address _____

Phone/Fax _____

E-Mail Address _____

SCOPE OF WORK AND SPECIFICATIONS

Section 1.0 Scope of duties related to daily operations:

1.1 Background

The City of Fort Collins is responsible for operating two parking structures in the core downtown area. The intent of this bid is to solicit security guard services for both facilities. Two security guards will be required with one stationed at each facility. The expectation is that each officer would be responsible for all phases of building protection, including, but not limited to: guarding the premises against fire, theft, pilferage, malicious injury, damage and destruction. Safety of the booth attendants and the patrons utilizing the parking structures is ranked as the primary importance of this service.

The Old Town Parking Structure is located at the corner of Remington Street. and East Mountain Avenue. in downtown Fort Collins. The parking structure is approximately 104,000 square feet with four parking levels. There are two stairwells. The north stairwell is enclosed and has an elevator. A parking attendant is stationed in the booth and access is controlled by automated equipment during specific hours. Currently, security personnel provide coverage on the following schedule: Sunday through Wednesday 7:00 pm until 3:00 am, Thursday through Saturday 8:00 pm until 4:00 am. Patrols are done at 15-20 minute intervals. Security guards patrol on foot. At an undisclosed time after closing the security guard removes money from a drop vault. Money is then transported to First National Bank and deposited in the night deposit drop. The coordination with the guard at Civic Center for use of the vehicle will be needed.

The Civic Center Parking Structure (CCPS) is located at the intersection of LaPorte Avenue and Mason Street. The structure is 304,000 square feet with four levels and a fifth tier. Co-located on the west side of the building is 15,000 square feet of retail space that is owned and operated by Post Modern Development, Inc.

CCPS has two stair/elevator towers and two additional stairwells. A pedestrian walkway from the CCPS to the Opera Galleria provides access and egress to College Avenue at the second level. There are also two pedestrian breezeways on the West Side of the structure allowing for access/egress to retail businesses and Mason Street.

Parking operations are similar at this location with the exception of two entrance/exit locations both having a booth, an attendant and automated gate arms. Rounds are accomplished by foot patrols and with the use of the patrol car.

A Security office will be provided at the south east end of the structure for personnel provided from the security agency.

1.2 Scope of Work:

- a) The area of coverage should be within the parking structures with the exception of exigent circumstances.
- b) Routine rounds of the facilities should be performed every 15-20 minutes.
- c) Security personnel must be available to insure the booth attendant's safety at bar closure, shift end, and anytime the attendants notify security that they need to leave the booth.
- d) All secured areas should be locked at the specified times. The areas include but are not limited to the following:
 - 1) 2 Breezeways allowing access to Mason Street.
 - 2) Walkway to Opera Galleria
 - 3) Loading dock
 - 4) Entrances and exits
- e) Guard services will be required to pick up money from the drop vaults located in the attendant booths. The money maybe temporally moved to another vault or the bank or as directed by the City Representative.
- f) Guards will monitor and assist parking staff with disgruntled customers on an as need basis should conflicts arise. The guard will have communication capability with booth attendants via cell phone, 2-way radio and a desk telephone located in the security office. The attendants will be able to contact the security personnel by similar means.
- g) Guards will be required to complete a police report and an incident report per incident occurrence. Reports must be completed and turned into the City Representative at the end of shift. When Fort Collins Police respond or assist with disturbances a police case number must be included on the daily report and any incident report that is completed by the security guard.
- h) A security officer report including a time log of the shift events must be submitted daily. The officer will complete and drop off this report at the parking services office prior to leaving each day.
- i) Any emergencies should be reported immediately to the City's representative. Emergency circumstances could include but not limited too theft, personal injury, property damage etc.
- j) Security guards will be issued a set of keys to the building and the automated parking equipment. In the event of a broken gate arm or a need to lower and raise the gates the officer will be trained to repair and reposition the gates. They will also be trained by the City representative to shut off power to the equipment to prevent an electrical hazard.
- k) Guards will be expected to provide snow reports during storms. The City representative will provide training and officers will be expected to activate the automated anti-icing system.
- l) Security guards must return phone messages and e-mail messages within 24 hours except for any emergency.

Section 2.0: Bid Requirements

2.1 General Description of Services

The City of Fort Collins is soliciting bids from contractors who provide qualified armed guard security personnel. The intent is to have a security guard in the parking structures at specific times each day. The guard will perform regular foot patrols and vehicle patrol of the specific structures throughout the evening and early morning hours.

2.2 Awarded Bidder Submittals

- a) A written description of previous past experience related to security guard services similar to that required here.
- b) Provide indication of past and current contracts that would illustrate the bidder's ability to perform the services required in this contract.
- c) Provide technical qualifications; include equipment list and staffing plan for this contract.
- d) A management plan for this contract, including organizational format, lines of authority, communication and responsibility.
- e) Identify by name, phone number and title, the key management person who will provide overall supervisory and policy authority for the contract.

2.3 Awarded Bidder References

- a) Provide at least three (3) references including:
Company/Institution, Address, Contact Name and Phone number.

Section 3.0: Specifications

3.1 Specifications required of agencies wishing to perform security service for the City of Fort Collins Parking Services Department:

- a) Two Security Officers will be needed to cover rounds for both parking structures according to the following hours:
 - 1) Sunday-Wednesday 7:00pm to 3:00am. Thursday-Saturday 8:00 pm-4:00 am.
 - 2) Additional personnel may be requested during special events i.e., concerts, festivals, or similar occasions.
- b) One extra Security Officer (for a total of three) is required Thursday-Saturday 8:00 pm-4:00 am

3.2 Security guards must be Colorado P.O.S.T. certifiable as a police officer.

3.3 Security guards must be trained and be allowed to use pepper spray and a baton.

- 3.4 Security guards must have a background check by the agency going back five (5) years. Security guards must never have been convicted of a felony. The security agency must require a physical and urine analysis testing before hiring. A review of each individual's background check and an interview of each candidate by the City of Fort Collins representative must occur before an authorization will be given to allow any security guard to work in the parking structures. Violation of this specification will be grounds to terminate services with the security services provider.
- 3.5 Security guards must carry firearms and be trained by the security agency on their use. Each guard must qualify with the firearm twice per year. Qualification records must be available upon request to the City of Fort Collins Police Department.
- 3.6 Security guards must be trained and be kept current in American Red Cross first aid and C.P.R., or equivalent.
- 3.7 Security guards must read and write the English language to enable them to maintain a daily log of events and to converse with the public while working.
- 3.8 Security guards must wear an approved uniform at all times while on duty, which clearly identifies their official capacity. Their appearance must be neat and professional. Uniforms will be supplied and maintained by the security agency.
- 3.9 The security agency must provide the proper amount of Worker's Compensation Insurance to security personnel. The security agency is responsible for compliance with all federal and state wage and labor laws.
- 3.10 The agency must be familiar with OSHA (Occupational Safety and Health Act) and operate within those guidelines.
- 3.11 Security personnel should be permanently assigned when possible.
- 3.12 The agency must provide personnel to cover the duties at each facility in the event of an illness or an emergency.
- 3.13 The security agency will be responsible for removal of personnel servicing this contract who do not meet or perform in accordance to the requirements in this contract.
- 3.14 All prices quoted should be firm and fixed for the specified contract period.

Section 4.0: Equipment Requirement

- 4.1 Security personnel will be supplied with an office in the Civic Center Parking structure. They will be provided with a telephone, 2-way radios, desk and office supplies. One reserved parking space will be assigned for the security car at the Civic Center Parking Structure. No parking will be provided at the Old Town Parking Structure. Personal cars will be charged a fee like any other patron.
- 4.2 The contractor will provide communications equipment as follows:
 - a) Cellular phone (required)

4.3 The agency must provide and operate an assigned vehicle. The vehicle must be equipped with a light bar and the security agencies name and graphics.

Section 5.0: Personnel Requirements

- 5.1 The personnel assigned to the City parking structures will have constant contact with patrons who park there. It is imperative that the individual assigned to these facilities possess good interpersonal and customer service skills. They should be comfortable and proficient in working with a diverse population. They should be skilled at defusing potential conflicts.
- 5.2 The security officer must be at least twenty-one (21) years of age. They must have a valid Colorado Driver's License. They must have a High School diploma or G.E.D. (General Equivalency Diploma).
- 5.3 All persons servicing this contract shall be in good physical health and fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion such as standing or walking for an entire shift, climbing stairs, running and self-defense. In addition, persons servicing this contract will be competently and thoroughly trained to perform their assignment.

Section 6.0: Payment

- 6.1 Operating cost for each structure will be tracked and accounted for independently. Payment for services are paid monthly.

Section 7.0: Contract

7.1 Service Agreement

Awarded bidder must enter into the attached services agreement (SAMPLE) and provide the required insurance. This agreement is effective for one year from the date on the service agreement. At the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Pricing changes shall be negotiated by and agreed to by both parties. The the Denver – Boulder CPI-U as published by the Colorado State Planning and Budget Office will be used as a guide. Written notice of renewal shall be provided to the Service Provider and mailed no later than ninety (90) days prior to contract end.

SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and _____, hereinafter referred to as "Service Provider".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Service Provider agrees to provide services in accordance with the scope of services attached hereto as Exhibit "A", consisting of _____ () page and incorporated herein by this reference.

2. The Work Schedule. The services to be performed pursuant to this Agreement shall be performed in accordance with the Work Schedule attached hereto as Exhibit "B", consisting of _____ () page, and incorporated herein by this reference.

3. Contract Period. This Agreement shall commence _____, and shall continue in full force and effect until _____, 200_____, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed _____ () additional one year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. The Denver Boulder Greeley CPIU published by the Colorado State Planning and Budget Office will be used as a guide. Written notice of renewal shall be provided to the Service Provider and mailed no later than ninety (90) days prior to contract end.

4. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.

[Early Termination clause here as an option.

5. Early Termination by City/Notice. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

City:

Service Provider:

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

6. Contract Sum. The City shall pay the Service provider for the performance of this Contract, subject to additions and deletions provided herein, per the attached Exhibit "C", consisting of () page(s), and incorporated herein by this reference.

7. City Representative. The City will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative.

8. Independent Service provider. The services to be performed by Service Provider are those of an independent service provider and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any

other purpose.

9. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.

10. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.

11. Warranty.

- (a) Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
- (b) Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.
- (c) Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City.

12. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.

13. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default

remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

14. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

15. Indemnity/Insurance. a. The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.

b. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit _____, consisting of (_____) pages[s], attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Director of Purchasing and Risk Management, P. O. Box 580 Fort Collins, Colorado 80522 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

16. Entire Agreement. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or

representations not contained in this Agreement shall not be binding on the parties.

17. Law/Severability. The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Prohibition Against Employing Illegal Aliens. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor represents and agrees that:

A. As of the date of this Agreement:

1. Contractor does not knowingly employ or contract with an illegal alien; and
2. Contractor has participated or attempted to participate in the basic pilot employment verification 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 "Basic Pilot Program") in order to verify that Contractor does not employ any illegal aliens.

B. Contractor shall not knowingly employ or contract with an illegal alien to perform works under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Contractor shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.

D. Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

1. Notify such subcontractor and the City within three days that Contractor 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 Contractor 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.
- F. Contractor 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.
- G. If Contractor 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, Contractor shall be liable for actual and consequential damages to the City arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.
- H. The City will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the City terminates the Agreement for such breach.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

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

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

Date: _____

By: _____

PRINT NAME

CORPORATE PRESIDENT OR VICE PRESIDENT

Date: _____
(Corporate Seal)

ATTEST:

CORPORATE SECRETARY

EXHIBIT B

INSURANCE REQUIREMENTS

1. The Service Provider will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Service Provider shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

"The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Fort Collins."

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Service Provider, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2. Insurance coverages shall be as follows:

A. Workers' Compensation & Employer's Liability. The Service Provider shall maintain during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this agreement:

1. Workers' Compensation insurance with statutory limits as required by Colorado law.
2. Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.

B. Commercial General & Vehicle Liability. The Service Provider shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$500,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Service Provider shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.



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Sales prohibited/conflict of interest: no officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

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Discounts: any discounts allowed for prompt payment, etc., must be reflected in bid figures and not entered as separate pricing on the proposal form.

Purchasing restrictions: your authorized signature of this bid assures your firm's compliance with the City's purchasing restrictions. A copy of the resolutions is available for review in the Purchasing Office or the City Clerk's Office. Request Resolution 91-121 for cement restrictions.

Collusive or sham bids: any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid.

Bid results: for information regarding results for individual bids send a self-addressed, self-stamped envelope and a bid tally will be mailed to you. Bid results will be posted in our office 7 days after the bid opening.

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



**CITY OF FORT COLLINS
INVITATION TO BID
BID 6011**

**Security Services for Parking Structures
BID OPENING: 3:00 p.m. (our clock), November 30, 2006**

Sealed bids will be received and publicly opened at the office of the Director of Purchasing and Risk Management, PO Box 580, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80522, at the time and date noted on the bid proposal and/or contract documents. If delivered, they are to be sent to 215 North Mason Street, 2nd Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

Bids must be received at the Purchasing Office prior to 3:00 p.m. (our clock), November 30, 2006.

A prebid conference will be held November 17, 2006 at 10:00 in Conference Room 1B located at 215 N. Mason in Fort Collins.

Questions concerning the scope of the bid should be directed to Project Manager Dave M. Johnson, (970) 416-2615.

Questions regarding bid submittal or process should be directed to John D. Stephen, CPPO, Senior Buyer (970) 221-6777.

A copy of the Bid may be obtained as follows:

1. Download the Bid from the Purchasing Webpage, Current Bids page, at: <https://secure2.fcgov.com/bsol/login.jsp>.
2. Come by Purchasing at 215 North Mason St., 2nd floor, Fort Collins, and request a copy of the Bid.

Special Instructions

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the City and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier's name from the City of Fort Collins' bidders list for a period of twelve months from the date of the opening. The City may also pursue any remedies available at law or in equity. Bid prices must be held firm for a period of forty-five (45) days after bid openings.

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the City's specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the City prior to award of the bid.

Only bids properly received by the Purchasing Office will be accepted. All bids should be clearly identified by the bid number and bid name contained in the bid proposal.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the City.

Bids must be furnished exclusive of any federal excise tax, wherever applicable.

Bidders must be properly licensed and secure necessary permits wherever applicable.

Bidders not responding to this bid will be removed from our automated vendor listing for the subject commodities.

The City may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the City. The City reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities.

Sales prohibited/conflict of interest: no officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

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

BID PROPOSAL
BID #6011
SECURITY SERVICES FOR PARKING STRUCTURES
BID OPENING: NOVEMBER 30, 2006, 3:00p.m., (our clock)

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **SECURITY SERVICES FOR PARKING STRUCTURES** PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS:

The City of Fort Collins Parking Services Department is requesting bids for Security Guard Services in two parking structures located in downtown Fort Collins. Agreement will be effective January 1, 2007. The Old Town Parking Structure located at 102 Remington St. and the Civic Center Parking Structure at 120 North Mason St.

A pre-bid meeting to review the structures will be held on November 17, 2006 at 10:00 am at 215 N Mason room 1B. Awarded contractor must sign the attached Service Agreement and provide insurance per Exhibit "B". This is a one year contract and may be renewed up to four more years.

Any technical questions regarding the Parking Structures should be directed to Dave M Johnson, Parking Services Supervisor, (970) 416-2615. E-mail address: dmjohnson@fcgov.com. Purchasing questions should be directed to John Stephen, CPPB, Senior Buyer, (970) 221-6775. E-mail address: jstephen@fcgov.com.

Bid Schedule

Please submit a separate cost for security services for each facility, Old Town Parking Structure and Civic Center Parking Structure respectfully. Award is based on Grand Total. Our company will supply security per specifications for:

Old Town Parking Structure \$ _____/month x 12 = Year Total \$ _____

Civic Center Parking Structure \$ _____/month x 12 = Year Total \$ _____

Grand year total for both \$ _____

Firm Name _____
(Are you a corporation, DBA, Partnership, LLC, PC)

Signature _____

Title _____

Address _____

Phone/Fax _____

E-Mail Address _____

SCOPE OF WORK AND SPECIFICATIONS

Section 1.0 Scope of duties related to daily operations:

1.1 Background

The City of Fort Collins is responsible for operating two parking structures in the core downtown area. The intent of this bid is to solicit security guard services for both facilities. Two security guards will be required with one stationed at each facility. The expectation is that each officer would be responsible for all phases of building protection, including, but not limited to: guarding the premises against fire, theft, pilferage, malicious injury, damage and destruction. Safety of the booth attendants and the patrons utilizing the parking structures is ranked as the primary importance of this service.

The Old Town Parking Structure is located at the corner of Remington Street, and East Mountain Avenue, in downtown Fort Collins. The parking structure is approximately 104,000 square feet with four parking levels. There are two stairwells. The north stairwell is enclosed and has an elevator. A parking attendant is stationed in the booth and access is controlled by automated equipment during specific hours. Currently, security personnel provide coverage on the following schedule: Sunday through Wednesday 7:00 pm until 3:00 am, Thursday through Saturday 8:00 pm until 4:00 am. Patrols are done at 15-20 minute intervals. Security guards patrol on foot. At an undisclosed time after closing the security guard removes money from a drop vault. Money is then transported to First National Bank and deposited in the night deposit drop. The coordination with the guard at Civic Center for use of the vehicle will be needed.

The Civic Center Parking Structure (CCPS) is located at the intersection of LaPorte Avenue and Mason Street. The structure is 304,000 square feet with four levels and a fifth tier. Co-located on the west side of the building is 15,000 square feet of retail space that is owned and operated by Post Modern Development, Inc.

CCPS has two stair/elevator towers and two additional stairwells. A pedestrian walkway from the CCPS to the Opera Galleria provides access and egress to College Avenue at the second level. There are also two pedestrian breezeways on the West Side of the structure allowing for access/egress to retail businesses and Mason Street.

Parking operations are similar at this location with the exception of two entrance/exit locations both having a booth, an attendant and automated gate arms. Rounds are accomplished by foot patrols and with the use of the patrol car.

A Security office will be provided at the south east end of the structure for personnel provided from the security agency.

1.2 Scope of Work:

- a) The area of coverage should be within the parking structures with the exception of exigent circumstances.
- b) Routine rounds of the facilities should be performed every 15-20 minutes.
- c) Security personnel must be available to insure the booth attendant's safety at bar closure, shift end, and anytime the attendants notify security that they need to leave the booth.
- d) All secured areas should be locked at the specified times. The areas include but are not limited to the following:
 - 1) 2 Breezeways allowing access to Mason Street.
 - 2) Walkway to Opera Galleria
 - 3) Loading dock
 - 4) Entrances and exits
- e) Guard services will be required to pick up money from the drop vaults located in the attendant booths. The money maybe temporally moved to another vault or the bank or as directed by the City Representative.
- f) Guards will monitor and assist parking staff with disgruntled customers on an as need basis should conflicts arise. The guard will have communication capability with booth attendants via cell phone, 2-way radio and a desk telephone located in the security office. The attendants will be able to contact the security personnel by similar means.
- g) Guards will be required to complete a police report and an incident report per incident occurrence. Reports must be completed and turned into the City Representative at the end of shift. When Fort Collins Police respond or assist with disturbances a police case number must be included on the daily report and any incident report that is completed by the security guard.
- h) A security officer report including a time log of the shift events must be submitted daily. The officer will complete and drop off this report at the parking services office prior to leaving each day.
- i) Any emergencies should be reported immediately to the City's representative. Emergency circumstances could include but not limited too theft, personal injury, property damage etc.
- j) Security guards will be issued a set of keys to the building and the automated parking equipment. In the event of a broken gate arm or a need to lower and raise the gates the officer will be trained to repair and reposition the gates. They will also be trained by the City representative to shut off power to the equipment to prevent an electrical hazard.
- k) Guards will be expected to provide snow reports during storms. The City representative will provide training and officers will be expected to activate the automated anti-icing system.
- l) Security guards must return phone messages and e-mail messages within 24 hours except for any emergency.

Section 2.0: Bid Requirements

2.1 General Description of Services

The City of Fort Collins is soliciting bids from contractors who provide qualified armed guard security personnel. The intent is to have a security guard in the parking structures at specific times each day. The guard will perform regular foot patrols and vehicle patrol of the specific structures throughout the evening and early morning hours.

2.2 Awarded Bidder Submittals

- a) A written description of previous past experience related to security guard services similar to that required here.
- b) Provide indication of past and current contracts that would illustrate the bidder's ability to perform the services required in this contract.
- c) Provide technical qualifications; include equipment list and staffing plan for this contract.
- d) A management plan for this contract, including organizational format, lines of authority, communication and responsibility.
- e) Identify by name, phone number and title, the key management person who will provide overall supervisory and policy authority for the contract.

2.3 Awarded Bidder References

- a) Provide at least three (3) references including:
Company/Institution, Address, Contact Name and Phone number.

Section 3.0: Specifications

3.1 Specifications required of agencies wishing to perform security service for the City of Fort Collins Parking Services Department:

- a) Two Security Officers will be needed to cover rounds for both parking structures according to the following hours:
 - 1) Sunday-Wednesday 7:00pm to 3:00am. Thursday-Saturday 8:00 pm-4:00 am.
 - 2) Additional personnel may be requested during special events i.e., concerts, festivals, or similar occasions.
- b) One extra Security Officer (for a total of three) is required Thursday-Saturday 8:00 pm-4:00 am

3.2 Security guards must be Colorado P.O.S.T. certifiable as a police officer.

3.3 Security guards must be trained and be allowed to use pepper spray and a baton.

- 3.4 Security guards must have a background check by the agency going back five (5) years. Security guards must never have been convicted of a felony. The security agency must require a physical and urine analysis testing before hiring. A review of each individual's background check and an interview of each candidate by the City of Fort Collins representative must occur before an authorization will be given to allow any security guard to work in the parking structures. Violation of this specification will be grounds to terminate services with the security services provider.
- 3.5 Security guards must carry firearms and be trained by the security agency on their use. Each guard must qualify with the firearm twice per year. Qualification records must be available upon request to the City of Fort Collins Police Department.
- 3.6 Security guards must be trained and be kept current in American Red Cross first aid and C.P.R., or equivalent.
- 3.7 Security guards must read and write the English language to enable them to maintain a daily log of events and to converse with the public while working.
- 3.8 Security guards must wear an approved uniform at all times while on duty, which clearly identifies their official capacity. Their appearance must be neat and professional. Uniforms will be supplied and maintained by the security agency.
- 3.9 The security agency must provide the proper amount of Worker's Compensation Insurance to security personnel. The security agency is responsible for compliance with all federal and state wage and labor laws.
- 3.10 The agency must be familiar with OSHA (Occupational Safety and Health Act) and operate within those guidelines.
- 3.11 Security personnel should be permanently assigned when possible.
- 3.12 The agency must provide personnel to cover the duties at each facility in the event of an illness or an emergency.
- 3.13 The security agency will be responsible for removal of personnel servicing this contract who do not meet or perform in accordance to the requirements in this contract.
- 3.14 All prices quoted should be firm and fixed for the specified contract period.

Section 4.0: Equipment Requirement

- 4.1 Security personnel will be supplied with an office in the Civic Center Parking structure. They will be provided with a telephone, 2-way radios, desk and office supplies. One reserved parking space will be assigned for the security car at the Civic Center Parking Structure. No parking will be provided at the Old Town Parking Structure. Personal cars will be charged a fee like any other patron.
- 4.2 The contractor will provide communications equipment as follows:
 - a) Cellular phone (required)

4.3 The agency must provide and operate an assigned vehicle. The vehicle must be equipped with a light bar and the security agencies name and graphics.

Section 5.0: Personnel Requirements

- 5.1 The personnel assigned to the City parking structures will have constant contact with patrons who park there. It is imperative that the individual assigned to these facilities possess good interpersonal and customer service skills. They should be comfortable and proficient in working with a diverse population. They should be skilled at defusing potential conflicts.
- 5.2 The security officer must be at least twenty-one (21) years of age. They must have a valid Colorado Driver's License. They must have a High School diploma or G.E.D. (General Equivalency Diploma).
- 5.3 All persons servicing this contract shall be in good physical health and fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion such as standing or walking for an entire shift, climbing stairs, running and self-defense. In addition, persons servicing this contract will be competently and thoroughly trained to perform their assignment.

Section 6.0: Payment

- 6.1 Operating cost for each structure will be tracked and accounted for independently. Payment for services are paid monthly.

Section 7.0: Contract

7.1 Service Agreement

Awarded bidder must enter into the attached services agreement (SAMPLE) and provide the required insurance. This agreement is effective for one year from the date on the service agreement. At the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Pricing changes shall be negotiated by and agreed to by both parties. The the Denver – Boulder CPI-U as published by the Colorado State Planning and Budget Office will be used as a guide. Written notice of renewal shall be provided to the Service Provider and mailed no later than ninety (90) days prior to contract end.

SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and _____, hereinafter referred to as "Service Provider".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Service Provider agrees to provide services in accordance with the scope of services attached hereto as Exhibit "A", consisting of _____ () page and incorporated herein by this reference.

2. The Work Schedule. The services to be performed pursuant to this Agreement shall be performed in accordance with the Work Schedule attached hereto as Exhibit "B", consisting of _____ () page, and incorporated herein by this reference.

3. Contract Period. This Agreement shall commence _____, and shall continue in full force and effect until _____, 200_____, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed _____ () additional one year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. The Denver Boulder Greeley CPIU published by the Colorado State Planning and Budget Office will be used as a guide. Written notice of renewal shall be provided to the Service Provider and mailed no later than ninety (90) days prior to contract end.

4. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.

[Early Termination clause here as an option.

5. Early Termination by City/Notice. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

City:

Service Provider:

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

6. Contract Sum. The City shall pay the Service provider for the performance of this Contract, subject to additions and deletions provided herein, per the attached Exhibit "C", consisting of () page(s), and incorporated herein by this reference.

7. City Representative. The City will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative.

8. Independent Service provider. The services to be performed by Service Provider are those of an independent service provider and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any

other purpose.

9. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.

10. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.

11. Warranty.

- (a) Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
- (b) Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.
- (c) Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City.

12. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.

13. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default

remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

14. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

15. Indemnity/Insurance. a. The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.

b. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit _____, consisting of (_____) pages[s], attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Director of Purchasing and Risk Management, P. O. Box 580 Fort Collins, Colorado 80522 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

16. Entire Agreement. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or

representations not contained in this Agreement shall not be binding on the parties.

17. Law/Severability. The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Prohibition Against Employing Illegal Aliens. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor represents and agrees that:

A. As of the date of this Agreement:

1. Contractor does not knowingly employ or contract with an illegal alien; and
2. Contractor has participated or attempted to participate in the basic pilot employment verification 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 "Basic Pilot Program") in order to verify that Contractor does not employ any illegal aliens.

B. Contractor shall not knowingly employ or contract with an illegal alien to perform works under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Contractor shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.

D. Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

1. Notify such subcontractor and the City within three days that Contractor 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 Contractor 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.
- F. Contractor 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.
- G. If Contractor 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, Contractor shall be liable for actual and consequential damages to the City arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.
- H. The City will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the City terminates the Agreement for such breach.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

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

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

Date: _____

By: _____

PRINT NAME

CORPORATE PRESIDENT OR VICE PRESIDENT

Date: _____
(Corporate Seal)

ATTEST:

CORPORATE SECRETARY

EXHIBIT B

INSURANCE REQUIREMENTS

1. The Service Provider will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Service Provider shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

"The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Fort Collins."

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Service Provider, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2. Insurance coverages shall be as follows:

A. Workers' Compensation & Employer's Liability. The Service Provider shall maintain during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this agreement:

1. Workers' Compensation insurance with statutory limits as required by Colorado law.
2. Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.

B. Commercial General & Vehicle Liability. The Service Provider shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$500,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Service Provider shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.



**CITY OF FORT COLLINS
INVITATION TO BID
BID 6011**

**Security Services for Parking Structures
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Special Instructions

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the City and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier's name from the City of Fort Collins' bidders list for a period of twelve months from the date of the opening. The City may also pursue any remedies available at law or in equity. Bid prices must be held firm for a period of forty-five (45) days after bid openings.

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the City's specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the City prior to award of the bid.

Only bids properly received by the Purchasing Office will be accepted. All bids should be clearly identified by the bid number and bid name contained in the bid proposal.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the City.

Bids must be furnished exclusive of any federal excise tax, wherever applicable.

Bidders must be properly licensed and secure necessary permits wherever applicable.

Bidders not responding to this bid will be removed from our automated vendor listing for the subject commodities.

The City may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the City. The City reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities.

Sales prohibited/conflict of interest: no officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

Freight terms: unless otherwise noted, all freight is F.O.B. Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal.

Discounts: any discounts allowed for prompt payment, etc., must be reflected in bid figures and not entered as separate pricing on the proposal form.

Purchasing restrictions: your authorized signature of this bid assures your firm's compliance with the City's purchasing restrictions. A copy of the resolutions is available for review in the Purchasing Office or the City Clerk's Office. Request Resolution 91-121 for cement restrictions.

Collusive or sham bids: any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid.

Bid results: for information regarding results for individual bids send a self-addressed, self-stamped envelope and a bid tally will be mailed to you. Bid results will be posted in our office 7 days after the bid opening.

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