

ADDENDUM No. 1

SPECIFICATIONS AND CONTRACT DOCUMENTS

Description of 6007: Video Security System for Parking Services

OPENING DATE: 3:00 P.M. (Our Clock) November 20, 2006

To all prospective bidders under the specifications and contract documents described above, the following changes are hereby made.

Questions and Answers from walk-through and pre-bid meeting on Wednesday, November 8 at 10:00 a.m.

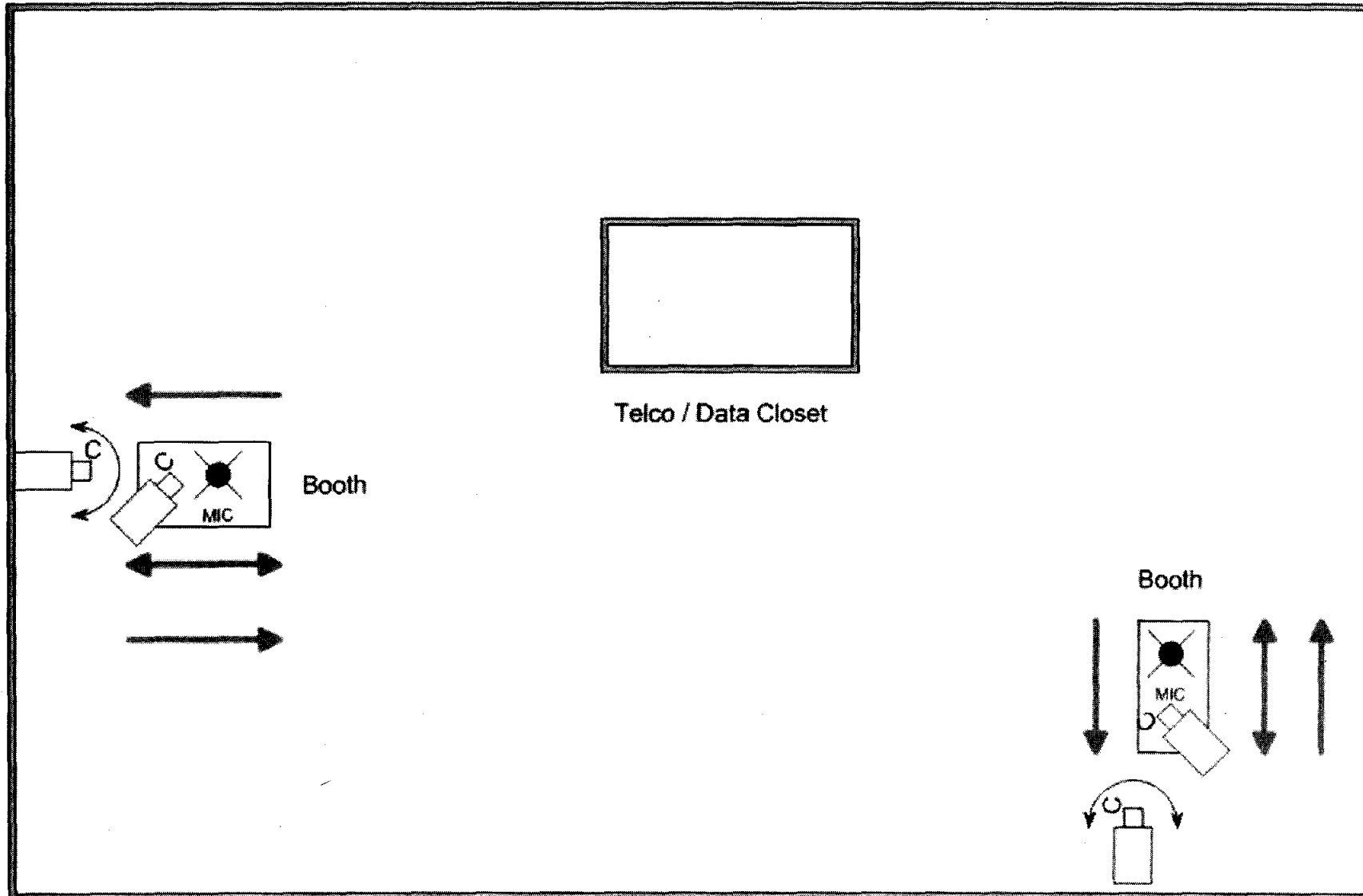
- Q1. How many cameras will there be at each location?
- A1. There will be two cameras at each of three booth locations. One camera will can and pan the general area of the entry and exit lanes, and the other camera will be inside the booth.
- Q2. Are we going to use a POE (power over Ethernet) switch?
- A2. The City may or may not use a POE switch, depending on the final deployment and placement of equipment. However, bidders need not include a POE switch or any other network devices in their bids since the City will provide all network connectivity and power connections.
- Q3. Will the City run cable and power conduits?
- A3. Yes. After the final locations of equipment are determined, the City will provide the conduit.
- Q4. Should vendors show their bids an itemized list of equipment costs and the costs of a maintenance contract?
- A4. Yes. In addition to a lump sum figure, the City would like to see itemized costs of each piece of equipment, as well as the cost of an on-going maintenance contract. Note: a one year warranty is required for all equipment and services that will be purchased under this bid. The maintenance contract costs should cover annual periods after the warranty period expires.
- The terms of the maintenance contract should include the vendor's recommendations for preventive maintenance, as well as "next business day" response for any problems that occur with the system.
- Q5. Can vendors bid any equipment other than Bosch?
- A5. No. In order to standardize the bidding process, only bids for Bosch equipment will be considered.

- Q6. What should bidders do if they feel there is a "better" solution than the one called for in the bid documents?
- A6. The City will select a winning bidder based on the bid responses. At that point, any changes will be negotiated with the winning bidder.
- Q7. Does the City require remote access control for the PTZ (pan-tilt-zoom) cameras?
- A7. No. The City wants the motion of the PTZ cameras to be pre-programmed. Remote or manual control is not required.
- Q8. In the building at 215 N. Mason where the Parking Services offices are located, does the City plan to use "encoders" or will it run "analogue" cables directly to the DVR (digital video recorder)?
- A8. This decision has not been finalized. Vendors should bid the list of equipment as shown in the bid documents. The City will negotiate the best solution with the winning bidder.
- Q9. Where will the DVR (digital video recorder) be placed?
- A9. The DVR will be located on the third floor of 215 N. Mason in a secure computer room.
- Q10. Are references required?
- A10. Yes. All bidders should provide at least five references for successful comparable system installations.

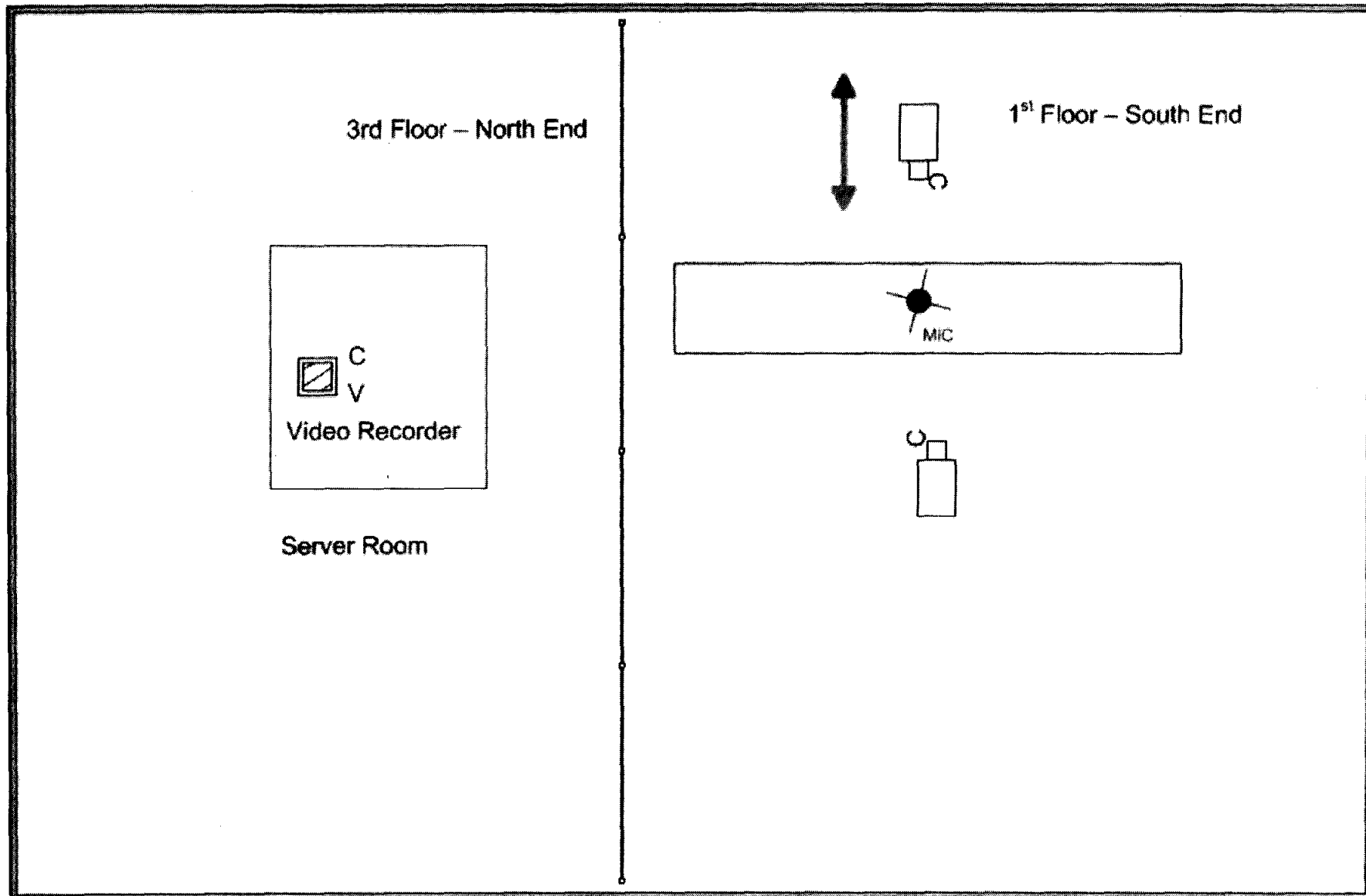
Please contact John D. Stephen, CPPO, CPPB, Senior Buyer at (970) 221-6777 with any questions regarding this addendum.

RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED BY A WRITTEN STATEMENT ENCLOSED WITH THE BID/QUOTE STATING THAT THIS ADDENDUM HAS BEEN RECEIVED.

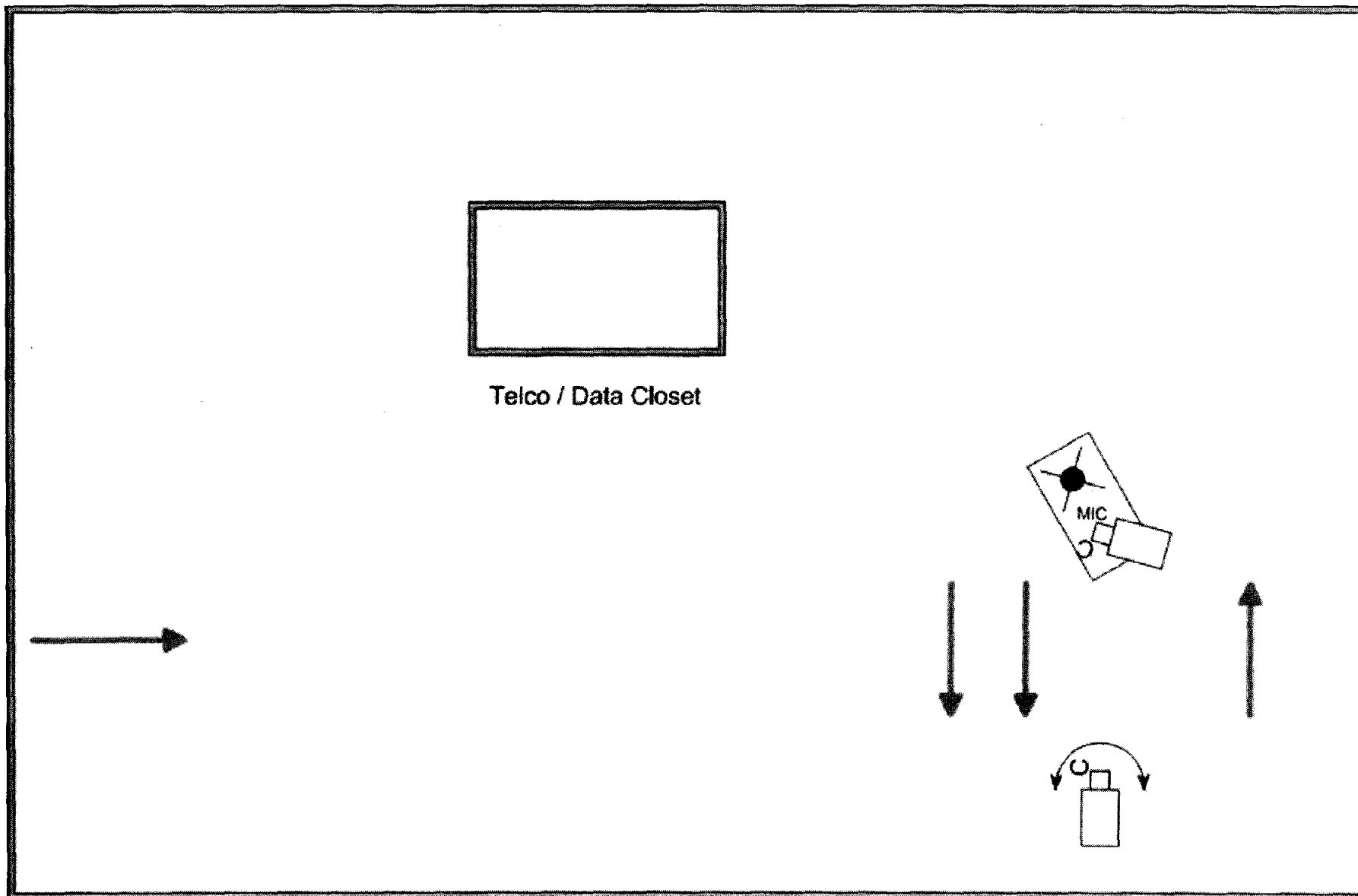
City of Fort Collins Parking Services Video Security System Civic Center Parking Structure - CCPS



City of Fort Collins Parking Services Video Security System Customer Service Representatives – 215 N. Mason Street



City of Fort Collins Parking Services Video Security System Old Town Parking Structure - OTPS



**ATTENDANCE RECORD
PREBID CONFERENCE**

Project: 6007 - Video Security Systems for Parking Services
Time: 10:00 A.M. Date: November 8, 2006
Location: 215 North Mason, Room 1B

PRINT NAME	PRINT FIRM NAME	ADDRESS	TELEPHONE	FAX #	E-MAIL ADDRESS
STUART HARTMAN	CCO. SYSTEMS GROUP	1881 LITTLELAND CIRCLE LOVELAND, CO 80501	720-652 0495	720-652 0410	stuart@ccosystems.com ccosysgroup@com
DAVE MCKEWIN	ASB Integrated Services LLC	940 WADSWORTH BLVD. LAKELAND, CO 80114	303 922 2844	303 922 0732	Dave@ASBsystems.com
Mike Gonzales	Sturgeon Electric	546 S.E. 8th St Suite B2 Loveland CO 80537	970-613-1327	970-635- 9854	mgonzales@ myrgroup.com
Jim Gertz	Johnson Controls	10289 W. Centennial Rd. Littleton, CO 80127	303-932-3776	303-977-	James.A.Gertz@jci.com
Brian Friar	Sturgeon Electric	546 S.E. 8th St. #B2 Loveland, CO 80537	970-613-1327	970-635-9854	bfriar@myrgroup.com
Jim Strickler	Westover Corp	6580 N Federal Blvd Denver, CO 80221	31 429- 3600	31 429 0113	Jim@Westover-USA.com
DEAN ERICKSON	CFC		224 6105		derickson@fcgov.com

JOHN STEPHEN CFC PURCHASING 215 N. MASON 221-6777 221-6707 jstephen@fcgov.com

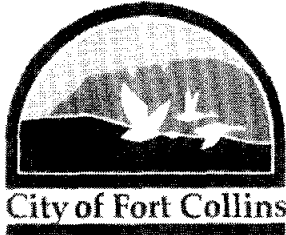
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Time: 10:00 A.M. Date: November 8, 2006
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PRINT NAME	PRINT FIRM NAME	ADDRESS	TELEPHONE	FAX #	E-MAIL ADDRESS
Jeremy Zulyma	CCPI	1643 S. Acoma St. Denver	303-698-2794		
Norman Berg	VTI Security	751 Pine Ridge Road Golden, Co 80403	303-216-2700	303-216- 2595	Norman.berg@ VTISecurity.com
William Herren	VTI Security	751 Pine Ridge Road Golden, CO 80403	(303) 216 - 2700	(303) 216 - 2595	William.herren@ vtisecurity.com
Chris Meis	SECURUS/HBE	12411 E. 37TH AVE DENVER CO. 80239	303 373-5535	303 373-5758	CMEIS@SECURUS
Hallie Notchkiss	Secorus/HBE	"	" x1047	"	Notchkiss @secorusdenver .com
Kriste Kork-Barnes	City MIS		970-222-1633		KKORFBARNES@ FCGOV.COM
MIKE BENNETT	MCS METROPLEX CONTROL SYS		770 875-0703		M.BENNETT @METROPLEXCONTROL.COM

**ATTENDANCE RECORD
PREBID CONFERENCE**
 Project: 6007 - Video Security Systems for Parking Services
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PRINT NAME	PRINT FIRM NAME	ADDRESS	TELEPHONE	FAX #	E-MAIL ADDRESS
Carl Hatton	Hatton	Birney	970-356-8514	11 8535	greg@hattonsecurity.com
Dave Ruesegger	Ment Electric Johnson Controls	Ft Collins	266-800	266-1640	Daver@mentelec.com
Kelly Vlass	SIMPLEX GRINWELL	FORT COLLINS	303-961-2153	303-355-0615	KVLASS@TYCOWNT.COM
MARC TRAYER	CORPORATE PROTECTIVE SERVICES	CHEYENNE	(307)635-7473	(307)638-4809	MARC@CPS-INC.BIZ
Ron Haun	" "	" "	" "	" "	RON@CPS-INC.BIZ
AARON LEDUC	MPA TECHNOLOGIES	Ft. COLLINS	(970)310.6814	(970)223.1867	MATTHEW.ALBERTSON@MPATECHNOLOGIES.NET
JIM WHEELER	SEGI	FT COLLINS	(7) 299 9947	(7) 269 4356	jwheeler@segisalespros.com
SAM HARRISON	MATHIAS				



**CITY OF FORT COLLINS
INVITATION TO BID
BID 6007**

**Video Security System for Parking Services
BID OPENING: 3:00 p.m. (our clock), November 20, 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 20, 2006.

A pre-bid meeting is scheduled for November 8, 2006 at 10:00 am at 215 N Mason, room 1B, Ft Collins, CO. Attendance is HIGHLY RECOMMENDED.

Questions concerning the scope of the bid should be directed to Project Manager Randy Hensley, (970) 416-2058.

Questions regarding bid submittal or process should be directed to John D. Stephen, CPPO, CPPB, 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/bso/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

CITY OF FORT COLLINS
BID PROPOSAL

BID #6007
Video Security System for Parking Services
BID OPENING: November 20, 2006, 3:00 p.m. (our clock)

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

The City of Fort Collins Parking Services is requesting bids for a video security system for monitoring, recording and playback of three distinct locations in City of Fort Collins parking structures and administrative building. This bid is for a turnkey solution with the operational characteristics found in the scope of work. Bosch is the only equipment manufacturer allowed.

A pre-bid meeting is scheduled for November 8, 2006 at 10:00 am at 215 N Mason, room 1B, Ft Collins, CO. Attendance is HIGHLY RECOMMENDED.

Bid Schedule

Contractor will supply and install video security system per scope of work as a turn key solution. **Please fill in the Bosch Video table after the scope of work.**

Lump sum \$ _____

Total in Words: _____ Dollars.

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

Signature _____

PRINTED NAME _____

Title _____

Address _____

Phone/Fax _____

EMAIL: _____

BID #6007

Video Security System for Parking Services

Scope of Work

Video Security System for use by Parking Services Operations, City of Fort Collins

- The customer interface must be web based and accessible from departmental computers connected to the city network. The system administration can be via the remote client software, web or the digital video recorder.
- The digital video recorder must be sized to handle the following requirements:
 - 8 cameras
 - 24 hours a day
 - 7 days a week
 - 10 days of saved video data
 - 15 frames per second
 - IP camera technology
 - Room for expansion for eight additional cameras
 - 15 frames per second or higher per camera
- 15 bit high resolution color cameras
- Locations are specified as the following:
 - Three parking structure booths
 - One booth at Old Town Parking Structure
 - Two booths at Civic Center Parking Structure
 - Each booth will have one camera and one audio device
 - Audio and video recording
 - Each of the three areas around the booths will have the PTZ cameras to monitor and record entry and exit lanes
 - The customer service area, first floor south end of 215 North Mason street
 - Two cameras and an audio device
- Local installation and service are preferred.
- Include the cost of annual service contract including response time and any periodic maintenance included as part of the service contract.
- Include the cost of testing and orientation training of the turnkey Video Security system. This will include:
 - Demonstration of working camera recordings.
 - Demonstration of recording of video to DVD disk.
 - Demonstration of audio recording to DVD disk.
 - Demonstration of Guard tour setup of PTZ cameras.
 - Demonstration of Web Client Software
 - Demonstration of System Administration

Please specify your price for the Bosch Video equipment listed in the following table.

City of Ft Collins BOSCH CCTV					
1	DB06C1075R2	BOSCH	DIBOS RACKMOUNT, 6 CH., 2 AUDIO CH., 16 IP CH., 750 GB, DVD-RW, 90 IPS.		DiBos Hybrid DVR - DVR for recording video
1	MON170CL	BOSCH	17-INCH COLOR LCD MONITOR, 500TVL, 1280 X 1024 RESOLUTION, CVBS,VGA,Y/C,AUDIO, 120/230VAC, 50/60Hz.		17" LCD Monitor for DVR
3	ENVD120W	BOSCH	ENVIRODOME KIT, DAY/NIGHT, OUTDOOR PEND. WALL MT., CLEAR DOME, WHITE, 120VAC, 60Hz.		Outdoor Wall Mount Day/Night PTZ 3 pan tilt and zoom cameras for each exit ramp and booth
5	VDC-485V03-20S	BOSCH	CAMERA FLEXIDOME-XF, COLOR NTSC, 540TVL, 12VDC/24VAC 60Hz, w/3-9.5mm F1.0 Varifocal, white, SMB.		15 Bit MiniDome Color Camera High Res 540TVL 5 cameras three in booth, 2 in CSR area
4	VIPX1	BOSCH	MPEG-4 ENCODER,SINGLE CHANNEL,HIGH PERFORMANCE,ALARM IN,RELAY OUT,120/240VAC 50/60HZ.		Single Channel Encoder with POE 4 analog to IP camera encoders
4	VIPX1A	BOSCH	MPEG-4 ENCODER,SINGLE CHANNEL,HIGH PERFORMANCE,AUDIO,ALARM IN,RELAY OUT,120/240VAC 50/60HZ.		Single Channel Encoder with Audio in and POE 4 analog to IP camera encoders and audio enabled
5	TC1323	BOSCH	POWER SUPPLY, 120VAC, 60Hz INPUT, 24VAC, 60Hz, 10VA OUTPUT.		Transformers for MiniDome Cameras
2	DB-SR002	BOSCH	REMOTE CLIENT ACCESS LICENSE		For remote access to multiple dvr's and client software
4	Microphone		Audio Microphone that will work with the Bosch encoder		At each of the booths locations and the CSR area.

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.

**ATTENDANCE RECORD
PREBID CONFERENCE**

Project: 6007 - Video Security Systems for Parking Services
Time: 10:00 A.M. Date: November 8, 2006
Location: 215 North Mason, Room 1B

PRINT NAME	PRINT FIRM NAME	ADDRESS	TELEPHONE	FAX #	E-MAIL ADDRESS
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