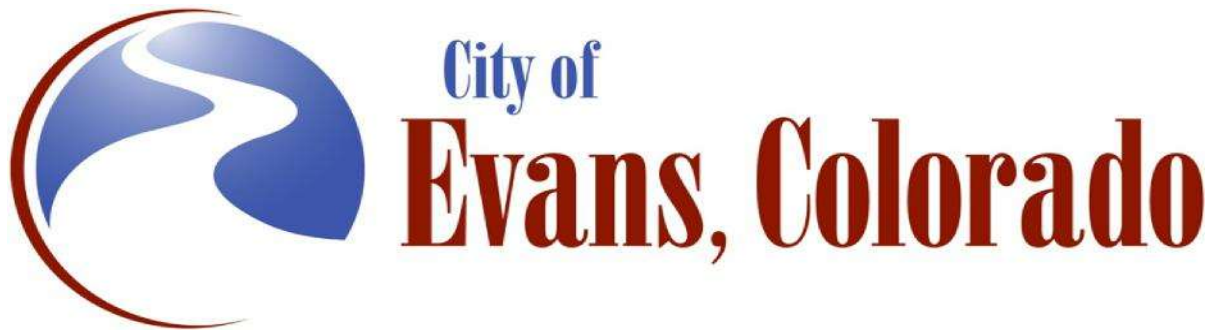




RFP#FY26-016
REQUEST FOR PROPOSALS:
Annual Security Service
Oct 5, 2026

Tentative Schedule	
Solicitation Advertised	Oct 5, 2026
Questions Due	Oct 12, 2026
Answers Posted	Oct 16, 2026
Solicitation Close	Oct 23, 2026
Evaluation	Oct 30, 2026
Notice of Intent to Award	Within 1 week of evaluation
Award Approval	After the expiration of the protest period as noted in the Notice of Intent to Award
Notice to Proceed	Within 10 business days of contract approval and receipt of required licensing and insurance certificates

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REQUEST FOR PROPOSALS

The City of Evans is soliciting proposals from qualified security services firms to provide security for the Evans Municipal Court, Recreation Events, and Facility Rentals (as needed.)

Submissions shall be submitted in PDF format to BidNet before **11:59 PM (Mountain Time) on Friday October 23, 2026.**

The City encourages all disadvantaged business enterprises to submit in response to this request for proposals. Disadvantaged business enterprises will not be discriminated against on the grounds of race, color, or national origin for any submissions for negotiated agreements.

Questions concerning the scope of the solicitation should be submitted via email to Andy Vowell – avowell@evanscolorado.gov no later than **October 12, 2026, at 11:59 PM Mountain Time**. Vendors are strongly encouraged to make the effort to get their questions addressed and answered, as well as clearly understand the City's expectations and procedures.

The City is subject to public information laws, which permit access to most records and documents. Proprietary information in your response must be clearly identified and will be protected to the extent legally permissible. Submissions may not be marked 'Proprietary' in their entirety. Information considered proprietary is limited to material treated as confidential in the normal conduct of business, trade secrets, and discount information. Summary price information may not be designated as proprietary as such information may be carried forward into other public documents. All provisions of any contract resulting from this request for proposals will be public information.

No officer, employee, or member of the 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 is prohibited.

Any submission deemed to be collusive, or a sham will be rejected and reported to authorities as such. Your authorized signature on this submission is presumed to assert that such submission is genuine and is not collusive or a sham.

The City reserves the right to reject any and all submissions and to waive any irregularities or informalities.

Andy Vowell
Procurement and Contract Specialist, MPM
1100 37th Street
Evans, CO 80620-2036
(970) 475-2240
avowell@evanscolorado.gov

I. INTRODUCTION

A. About Evans

Evans, Colorado is a growing city of 23,000 residents with a small-town feel and a dynamic economic foundation driven by energy, agriculture, healthcare, and construction. Known for its diverse and welcoming community, Evans offers a high quality of life with excellent schools, abundant parks, and easy access to both urban amenities and outdoor adventures.

Located in Northern Colorado along the Front Range of the Rocky Mountains, Evans is just an hour from Rocky Mountain National Park, providing year-round opportunities for hiking, biking, and wildlife exploration. The city is also within easy reach of Denver, Cheyenne, and Denver International Airport, making it well-positioned for economic growth and accessibility. Historically, Evans was founded in 1867 and incorporated in 1885, playing a key role in regional development along the South Platte River and the Union Pacific Railroad. Today, the city blends historic roots with modern growth, featuring new residential developments, commercial expansion, and a strong commitment to economic resiliency. Evans is currently investing in major infrastructure projects, including a new police station, expanded roadways, and revitalized public spaces.

With over 300 days of sunshine, a vibrant cultural scene, and a community-driven vision for the future, Evans is establishing itself as the Community of Choice in Northern Colorado.

B. Project Objectives

The City of Evans is soliciting proposals from qualified security services firms to provide security for the Evans Municipal Court, Recreation Events, and Facility Rentals (as needed.) Please see Exhibit B, below, for more detailed project information and requirements.

II. REQUIRED QUALIFICATIONS

All companies submitting a response must be a qualified company and must be able to meet all requirements as noted in the contract documents and specifications. The consulting firm shall agree not to refuse to hire, discharge, promote, demote or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, religion, creed, color, sex, national origin, ancestry, or physical or mental disability.

III. CONTRACTING PROCESS

A. General Items

The City of Evans shall be the Owner. The Court Administrator is Elisabeth Grant (egrant@evanscolorado.gov) and the Recreation Manager is Jordan Sandau (jsandau@evanscolorado.gov).

The Owner reserves the right to reject or accept any or all submissions or waive any formalities, informalities, or information therein.

The Owner will award this contract based on review of, and the merits of, the submissions received. Evaluation of the submissions will consider the following items along with those found in Section IX – Selection Criteria.

- Detailed description of the qualifications of the consultant/firm, specifically highlighting those portions of each section that will be critical to project success.
- Project personnel experience.
- A comment on the ability to adhere to, or requested amendments to, the terms of the standard contract included in the appendix, as amended by proposed special provisions presented in the Consultant's submission.
- Detailed description of key deliverables and tasks outlined in Exhibit B, below.

IV. METHOD OF SUBMITTAL

Submittals shall be submitted in .pdf format to BidNet.

All submissions shall become the property of City of Evans and will become public record.

Please include your firm name or abbreviation of in the file name of all submitted documents. Please keep file names as short as reasonably possible

V. FORM OF SUBMITTAL

Please limit submissions to 25 pages or less, not including dividers, cover letter, team resumes, or required forms.

The submittal shall include the following items in the order listed:

- A. **Cover letter** - A signed cover letter on company letterhead identifying the prime firm, key personnel, firm history and a brief statement of interest. The cover letter must confirm the firm's understanding of the scope boundaries.
- B. **Current Colorado Certificates/Licensure**– Please submit security and firearms training certificates for all anticipated project team members.
- C. **Relevant Experience and Qualifications** – Documentation of the firm's experience on comparable municipal court and recreation security service engagements.

- D. **References** - References from customers (minimum of five (5) projects from at least two (2) different clients), clients, or owners for whom you have delivered similar services. Experience in Colorado providing similar services to a government entity is preferred. Please provide addresses, phone numbers, and individual contacts for each reference.
- E. **Schedule** – Confirm whether or not you are able to meet the 2027 court schedule (see supplemental documents on BidNet). Please also provide the anticipated lead time that would be required to ensure staffing of recreation events that would require security services.
- F. Exhibit A shall be filled out and included in the submission packet.
- G. Completed and signed copy of the Non-Collusion Statement found in Exhibit C
- H. Completed Bid Proposal form found in Exhibit D
- I. Completed Bid Schedule Excel File.
- J. Proposed fee schedule for both armed and unarmed guards, any minimum time requirements for billing, and a breakdown of any other costs/fees that would be associated with performing the services outlined in Exhibit B.

VI. SCOPE OF SERVICES

- A. Refer to the scope outlined in Exhibit B.
- B. City will be responsible for the following
 - Pay Application Review
 - Change Order Decisions

VII. MEETINGS AND DELIVERABLES

- A. Refer to scope outlined in Exhibit B.
- B. All meetings are to be held at Evans Municipal Building, 1100 37th Street, unless otherwise noted.

VIII. INSTRUCTIONS TO TEAMS

- A. Additional information

Teams may provide any additional information they feel will assist the City in our evaluation of the submitted proposal.
- B. Questions related to the scope of work should be submitted to Andy Vowell, Procurement and Contract Specialist (avowell@evanscolorado.gov).

City contacts:

Andy Vowell
Procurement and Contract Specialist, MPM
avowell@evanscolorado.gov

Elisabeth Grant
Municipal Court Administrator
egrant@evanscolorado.gov

Jordan Sandau
Recreation Manager
jsandau@evanscolorado.gov

Jerry Hubbard
Accounts Payable Clerk
jhubbard@evanscolorado.gov

IX. SELECTION CRITERIA AND METHOD

A. Review and Assessment Criteria

Professional Teams will be evaluated on the following criteria. These criteria will be the basis for reviewing the written submissions.

Company and Project Personnel (40%)

- Firm experience on comparable municipal court and recreation security engagements (10 pts)
- Results of previous projects (10 pts)
- Qualifications of assigned personnel and their experience with similar work (10 pts)
- At least five similar project references from at least two clients (10 pts)

Schedule (20%)

- Ability to meet the 2027 court schedule (10 pts)
- Anticipated lead time to staff recreation events and facility rentals (10 pts)

Cost and Billing (30%)

- Cost points are based only on the Exhibit F Total Cost: 346 estimated event hours multiplied by the proposed Cost per Hour for 2 Armed Guards. The City's extension of the spreadsheet controls if a formula is overwritten or an hour quantity is changed. (25 pts)
 - $\text{Score} = (\text{lowest responsive Exhibit F Total Cost} / \text{that proposal's Exhibit F Total Cost}) \times 25$
 - A proposal may be rejected as non-responsive if the rate is blank, the Cost per Hour for 2 Armed Guards is not two times the armed officer-hour rate on the fee schedule, or the estimated hours are altered.

- A court minimum, if any, may not exceed 4 hours per session. An event minimum, if any, may not exceed the hours ordered for that event. A longer minimum is non-responsive. The City will not pay a minimum above those caps. All responsive proposals are scored on the same 346 event hours.
- Billing points are taken from the fee schedule and the billing section of the proposal:
 - Invoices state date, location, session or event, officer type, arrival, release, and hours (2 pts)
 - Disputed hours are identified within a stated period, and service continues during a dispute (2 pts)
 - Any minimum is stated on the fee schedule and does not exceed 4 hours for court or the ordered block for an event. If no minimum is charged, the fee schedule says time is billed from arrival to release. Silence or a conflict with the fee schedule scores zero (1 pt)

Professionalism and Completeness of Submission (10%)

- Submission was free of spelling/grammar errors (5 pts)
- Submission adequately addressed all tasks, services and requirements outlined in the RFP packet (5 pts)

B. Reference Evaluation

The Project Manager, or their designee, will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory. An unsatisfactory reference check may make the proposal ineligible or may reduce the Company and Project Personnel score.

1. Overall Performance
 - a. Would you hire this Professional again?
 - b. Did they provide the skills required by this project?
 - c. Did they communicate with you in a professional, timely manner?
 - d. Was the engagement a success?
 - e. Did guards act in a professional manner while performing duties?
2. Schedule
 - a. Was original Scope of Work completed satisfactorily?
 - b. Were service/event deadlines met in a timely manner?
3. Completeness
 - a. Was Professional responsive to client needs?
 - b. Did Professional anticipate problems?
 - c. Were problems solved quickly and effectively?
4. Budget
 - a. Was original Scope of Work completed within the project budget?
 - b. Were there any change orders to the Scope of Work?
5. Job Knowledge
 - a. Were problems corrected quickly and effectively?
 - b. Was there any problem with guards obtaining or maintaining required licensure and certifications?

EXHIBIT A – Request for Proposal Receipt Acknowledgement

Contractor hereby acknowledges receipt of the City of Evans Request for Proposal (RFP) and acknowledges that they have read and agree to be fully bound by all of the terms, conditions, and other provisions set forth in the RFP. Additionally, the Contractor hereby makes the following representations to the City of Evans:

- a. All of the statements and representations made in this submission are true to the best of my knowledge and belief.
- b. I further agree that the method of award is acceptable to my company.
- c. I also agree to complete the proposed Agreements with the City of Evans within ten (10) days of final day of the protest period as noted in the notice of intent to award.
- d. If the contract is not completed and signed within ten (10) business days, City reserves the right to cancel and award to the next highest rated firm.
- e. I acknowledge receipt of _____ addenda.

Firm Name: _____

Physical Address: _____

Remit to Address: _____

Phone: _____

Authorized Agent of Firm Name: _____

Signature of Authorized Agent: _____

Primary Contact for Project: _____

Title: _____

Email Address: _____

Phone: _____

Cell Phone: _____

EXHIBIT B – Project Description

The City of Evans, Colorado is seeking a cost proposal for Security Services.

Court Security Services for the 2027 Calendar Year

The City of Evans holds Municipal Court in the Evans Community Complex located at 1100 37th Street, and requires 2 armed and city licensed security guards during pre-hearing check-in and throughout court hearings. Please refer to the annual schedule requirements below, and an example calendar with the 2027 court schedule:

- 36 Thursday morning hearings- Guards arrive by 8:30 AM for setup, and check-in begins at 8:45 AM. Hearings continue until all cases are heard, approximately 2-4 hours.
- 12 Thursday afternoon hearings- Guards arrive by 12:45 PM, and check-in begins at 12:50 PM. Hearings continue until all cases are heard, approximately 2-4 hours.
- 6 Wednesday morning trials- Guards arrive by 8:30 AM for setup, and check-in begins at 8:45 AM. Hearings continue until all cases are heard, approximately 4 hours.
- 6 Tuesday morning appeal hearings- Guards arrive by 8:30 AM for setup, and check-in begins at 8:45 AM. Hearings continue until all cases are heard, approximately 2-4 hours.

Arrival and Event Coverage

1. Security personnel must arrive at designated time and remain on-site for the duration of the hearing or as directed by City staff.
2. Security guards must remain attentive and actively monitor the courtroom and immediate hallway at all times. Personal phone use should be limited to work-related purposes and emergencies.

Facility and Party Safety

1. Security personnel are responsible for maintaining a safe environment for all parties.
2. Security guards shall monitor courtroom and immediate hallway, and enforce courtroom rules of conduct.
3. Any safety concerns, disturbances, accidents, injuries, property damage, or policy violations must be reported immediately to the court administrator.
4. Security personnel should take reasonable steps to prevent fights, harassment, vandalism, theft, or other disruptive behavior.

Enforcement Authority

1. Security guards are authorized to enforce courtroom rules of conduct in coordination with City staff.
2. Individuals who are intoxicated, disruptive, threatening, violating courtroom rules of conduct, or refusing to comply with staff directions may be directed to leave the premises.
3. Security personnel shall promptly notify the court administrator before removing guests whenever practical and safe to do so.
4. In emergency situations, security personnel should contact emergency services as necessary and notify the court administrator immediately.

Professional Conduct

1. Security personnel shall conduct themselves in a professional, respectful, and impartial manner at all times.

2. Security guards shall not consume alcohol, use drugs, or appear impaired while on duty.
3. Security personnel shall avoid confrontational behavior whenever possible and utilize appropriate de-escalation techniques.
4. Security personnel shall maintain confidentiality regarding hearing details and party information.
5. Security guards shall follow all applicable federal, state, and local laws while performing their duties.

Recreation Event Security Services for the 2027 Calendar Year

The City of Evans Recreation Department will require security services from 2 armed guards for 4 hours each during the Evans Heritage Day event held in September at Riverside Park, 4000 Riverside Pkwy, Evans, CO 80620. The Blooms and Brews event, held in May, will also be at Riverside Park and will require 2 armed guards for approximately 6 hours. Additionally, security personnel will be assigned to events held at the Evans Community Complex & the Riverside Library & Cultural Center throughout the year.

Arrival and Event Coverage

1. Security personnel must arrive at designated time and remain on-site for the duration of the rental or as directed by City staff.
2. Security guards must remain attentive and actively monitor the event at all times. Personal phone use should be limited to work-related purposes and emergencies.
3. Security staffing levels shall meet City requirements:
 - a. Events with fewer than 150 attendees require a minimum of two (2) security guards.
 - b. Events with 150 or more attendees require a minimum of three (3) security guards.
 - c. Additional staffing may be required at the discretion of the City of Evans.
4. At least one (1) security guard must remain stationed at the primary entrance/exit doors at all times during the event. This guard is responsible for monitoring guest entry and exit, maintaining awareness of activity near the entrances, and serving as the primary point of contact for any entry-related concerns.
 - a. This includes monitoring for outside alcohol being brought in.

Identification Verification and Wristbanding

1. Security personnel are responsible for verifying identification and issuing wristbands to individuals legally permitted to consume alcohol.
2. Identification must be checked carefully to ensure:
 - a. The individual is at least 21 years of age.
 - b. The identification appears valid and unaltered.

- c. The photograph reasonably matches the individual presenting the identification.
- 3. Wristbands shall only be issued after valid identification has been verified.
- 4. Security personnel should immediately notify City staff of any suspected fraudulent identification.

Monitoring Alcohol Compliance

- 1. Security guards shall monitor the event for compliance with all alcohol-related policies.
- 2. Security personnel should assist bartenders and City staff in identifying individuals who:
 - a. Appear intoxicated.
 - b. Are attempting to obtain alcohol while underage.
 - c. Are providing alcohol to minors.
 - d. Are engaging in disruptive or unsafe behavior.
- 3. Security personnel shall support bartenders when alcohol service is refused and help de-escalate situations when necessary.
- 4. Security guards should monitor for prohibited activities, including:
 - a. Drinking games
 - b. Unauthorized alcohol brought into the facility
 - c. Attempts to remove alcohol from the event space
 - d. Disorderly conduct related to alcohol consumption
- 5. Security personnel are expected to patrol and walk through the rented event space throughout the duration of the event. Guards should actively monitor guest behavior and alcohol service areas to ensure compliance with all alcohol policies and facility rules.
- 6. Security personnel shall monitor for and address potential violations, including:
 - a. Individuals consuming alcohol without a valid wristband.
 - b. Guests providing alcohol to underage attendees.
 - c. Excessive intoxication or overconsumption.
 - d. Unauthorized alcohol brought into the facility.
 - e. Alcohol being removed from the designated event space.
 - f. Any other violations of the City's alcohol service policies.

7. Security personnel are expected to routinely patrol the facility parking lot and surrounding exterior areas throughout the event. Guards shall monitor for alcohol consumption, open containers, disorderly conduct, loitering, or other policy violations occurring outside of the rented event space. Any individuals consuming alcohol in unauthorized areas must be instructed to return to the designated event space or discontinue the activity.

Facility and Guest Safety

1. Security personnel are responsible for maintaining a safe environment for all attendees.
2. Security guards shall patrol event spaces, entrances, exits, restrooms, parking areas, and surrounding grounds as appropriate.
3. Any safety concerns, disturbances, accidents, injuries, property damage, or policy violations must be reported immediately to City staff.
4. Security personnel should take reasonable steps to prevent fights, harassment, vandalism, theft, or other disruptive behavior.

Enforcement Authority

1. Security guards are authorized to enforce facility rules and event policies in coordination with City staff.
2. Individuals who are intoxicated, disruptive, threatening, violating facility policies, or refusing to comply with staff directions may be directed to leave the premises.
3. Security personnel shall promptly notify City staff before removing guests whenever practical and safe to do so.
4. In emergency situations, security personnel should contact emergency services as necessary and notify City staff immediately.

Professional Conduct

1. Security personnel shall conduct themselves in a professional, respectful, and impartial manner at all times.
2. Security guards shall not consume alcohol, use drugs, or appear impaired while on duty.
3. Security personnel shall avoid confrontational behavior whenever possible and utilize appropriate de-escalation techniques.
4. Security personnel shall maintain confidentiality regarding event details and guest information.
5. Security guards shall follow all applicable federal, state, and local laws while performing their duties.

Licensing Requirements

Please note that per Evans Municipal Code section 5.32.020, the business entity must obtain a City of Evans Private Security Business License, and each individual guard must obtain a City security license (armed or unarmed). The initial individual license fee is \$48.50 and renewals are \$30.00. The Business license cost is \$75.00. The process for individual guards to obtain licensure includes an application, submittal of security and firearms training certificate, and background check.

The City of Evans expects that the Security Contractor will provide experienced staff according to the hearing schedule, communicate changes proactively with the Municipal Court and Recreation Administrators, and provide accurate, timely invoices for services. Security shall also work cooperatively with city staff, bartenders, vendors, and event hosts. City staff retain final authority regarding facility operations and policy interpretation. Security guards must follow reasonable direction provided by City staff related to event safety, policy enforcement, and emergency response.

EXHIBIT C – Non-Collusion Statement
NON-COLLUSION STATEMENT

_____, being first duly sworn, deposes
and says that:

- (1) He is the _____ of
(owner, partner, officer, representative or agent)

, the
(Company's Name)

bidder that has submitted the attached proposal;

- (2) He is fully informed respecting the preparation and contents of the proposal
and of all pertinent circumstances respecting such submission;
- (3) Such proposal is genuine and is not collusive or a sham;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in
any way colluded, conspired, connived or agreed, directly or indirectly with
any other bidder, firm or person to submit a collusive or sham proposal in
connection with the contract for which the attached bid has been submitted
or to refrain from bidding in connection with such contract, or has in any
manner, directly or indirectly, sought by agreement or collusion or
communication or conference with any other bidder, firm or person to fix the
price or prices in the attached bid or of any other bidder, or to fix any
overhead, profit or cost element of the bid price or the bid price of any
unlawful agreement any advantage against the City of Evans or any person
interested in the proposed contract; and

Signed: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____,
20____.

Notary Public in and for Colorado
My Commission expires:_____

Exhibit D – Bid Proposal Form

Annual Security Services

Proposal of _____ (hereinafter called bidder, doing business as * _____ organized and existing under the laws of the State of _____, to the City of Evans (hereinafter called CITY).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work for the **Annual Security Services** in strict accordance with contract documents, within the time set forth therein, and at prices stated below.

By submission of this bid proposal form, each submitter certifies, and in cases of a joint bid, each party hereto certifies as to their own organization, that this submission has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this submission with any other bidder or with any competitor.

Bidder acknowledges receipt of the following Addendum:

Bid shall include all applicable taxes and fees.

Bidder agrees to perform all work described in the contract documents.

*** Insert "a Corporation", "a Partnership", or "an Individual" as applicable.**

EXHIBIT E – Professional Services Agreement for Reference

City of Evans, Colorado
SERVICE AGREEMENT
FOR PROFESSIONAL SERVICES BY
INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into this **FILL IN** day of **FILL IN**, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and **FILL IN** (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, City requires professional services for **Annual Security Services** (hereinafter referred to as "Project").

WHEREAS, City issued a Request for Proposals which are the subject of this Agreement; and

WHEREAS, Consultant has held itself out to the City as having the requisite qualifications and experience to perform all or part of the Services required.

WHEREAS, City desires to contract with Consultant subject to the following "**Terms and Conditions**" of this Agreement.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the City professional services as indicated in the following terms and conditions.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A (Scope Document i.e. RFP Packet or similar)**, which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. COMPENSATION

A. The City shall pay Consultant for services actually ordered and performed at the rates in the Bid Schedule and fee schedule, attached as Exhibit C and incorporated herein. The estimated event hours in Exhibit C are for evaluation and budgeting only. They are not a guarantee of work, a minimum, or a not-to-exceed amount. Payment is subject to annual appropriation.

The "Cost per Hour for 2 Armed Guards" in Exhibit C shall equal two times the armed officer-hour rate on the fee schedule. The City may order one, two, or three officers, armed or unarmed, at the applicable fee-schedule rate without a written amendment. Rates include wages, supervision, uniforms, equipment, insurance, travel within the City, Evans business and individual guard license fees, and all other costs of performing the services, except a rate separately stated on the fee schedule.

Rates are fixed for the 2027 term. Rates in an extension year adjust only as provided in Section IV. The City will pay only after it accepts the services and Consultant submits an invoice stating the date, location, event or court session, officer type, and actual event hours. The City will not pay for hours not ordered or not worked.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the following month.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the timely receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

IV. TERM AND COMMENCEMENT OF SERVICES

The initial term of this Agreement is the 2027 calendar year, beginning January 1, 2027, and ending December 31, 2027, unless terminated earlier under Section XI. Consultant shall begin services on the first ordered court date or event of that term, or within seven (7) days after receipt of a Notice to Proceed, whichever the City specifies in the Notice.

Services are ordered by the Court Administrator or the Recreation Manager, or by their designees. The estimated event hours in Exhibit C are for evaluation and budgeting only. They are not a guarantee of work, a minimum, or a cap. The City may increase, decrease, reschedule, or cancel court sessions and events, and may order one, two, or three officers, armed or unarmed, at the rates in the fee schedule without a written amendment.

The City may extend this Agreement for additional one-year terms by written notice before the then-current term expires, subject to annual appropriation. Extensions, if any, shall not run past

December 31, 2031. Consultant has no right to an extension. The Parties expressly agree and understand that the City is a Home Rule Municipal Corporation under Colorado law and its ability to perform is contingent upon the future availability of funds which can then be appropriated and budgeted by the City Council. If funds are not appropriated and budgeted by the City Council, this Agreement is subject to immediate termination.

Rates for the initial term are fixed. For each extension year, rates adjust once, effective January 1, by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Denver-Aurora-Lakewood, all items, not seasonally adjusted, as published by the U.S. Bureau of Labor Statistics. The change is measured from the index for the July–December half of the year before the expiring term to the same half of the expiring term. If that change is negative, rates do not decrease. The adjustment shall not exceed three percent (3%) for any extension year. If the index is discontinued or rebased, the City will substitute the most nearly comparable BLS index. The City will calculate the adjustment and state the new rates in the extension notice. No other price increase applies.

V. CHANGES IN SCOPE OF SERVICES

Except as provided in Sections III and IV, a change in the Scope of Services is any material change or addition to the services described in Section I. Ordering one, two, or three officers, armed or unarmed, and increasing, decreasing, rescheduling, or canceling court sessions or events are not changes in scope.

No change in scope, including any additional compensation, is effective or payable unless authorized by a written amendment executed by the City. If Consultant proceeds without that written authorization, Consultant waives any claim for additional compensation, including a claim based on unjust enrichment, quantum meruit, or implied contract. Except as expressly provided in this Agreement, no agent, employee, or representative of the City has authority to change the terms or scope of this Agreement, whether directly or by a course of conduct.

VI. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

VIII. INDEMNIFICATION

INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other

person or entity whatsoever, for Consultant purpose whatsoever. To the extent allowable under C.R.S. Section 13-50.5-102(8), the Consultant shall defend, indemnify and hold harmless the City, its mayor and City council, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, to the extent they resulted from the negligent acts, errors and/or omissions of by the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its mayor and City council, its officers, agents and employees from damages resulting from the sole negligence of the City's mayor and City council, officials, officers, directors, agents and employees.

IX. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section VIII, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section VIII, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section VIII, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.
2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.
4. The policy required by Paragraph 2, above shall be endorsed to include the City, the City's officers, and its employees as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and

Worker's Compensation, and any insurance carried by the City, its officers, and its employees shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 2, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Evans
1100 37th Street
Evans, Colorado 80620-2036
Attn: Safety and Risk Management

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The Parties hereto understand and agree that the City, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently Five Hundred Five Thousand Dollars (\$505,000) per person and One Million Four Hundred Twenty-One Thousand Dollars (\$1,421,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers or its employees.

X. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall end on December 31, 2027, unless extended under Section IV, or on the effective date of a termination under this Section, whichever is earlier.

The City may terminate this Agreement for convenience by thirty (30) days' prior written notice to Consultant. The City may terminate this Agreement for Consultant's substantial or material breach by written notice, effective on the date stated in the notice. If the City has substantially or materially breached this Agreement, Consultant may terminate by written notice, effective on the date stated in the notice, and Consultant shall have any remedy or right of set-off available at law or in equity. If Consultant has substantially or materially breached this Agreement, the City shall have any remedy or right of set-off available at law or in equity.

If this Agreement ends before December 31, 2027, for any reason other than Consultant's breach, the City shall pay Consultant for services the City authorized and Consultant completed before the effective date of termination. Consultant shall not be paid for services not yet performed. Consultant shall deliver to the City all reports, schedules, invoices, and other records related to services performed. The City may use those records without further consent.

XII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Weld, State of Colorado.

XIV. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

B. Disclosure: Consultant is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity, and Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.

XV. NO WAIVER

Delays by the City in enforcement of this Agreement or the waiver by the City of any one or more defaults or breaches of this Agreement by the Consultant shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVI. GOVERNMENTAL IMMUNITY

The City and Consultant recognize and acknowledge that the City is a Colorado municipality and is entitled to certain protections under the Colorado Governmental Immunity Act ("CGIA"), Sections 24-10-101, et seq., Colorado Revised Statutes. By entering into the Agreement, the City does not waive and does not intend to waive any of the immunities or other protections afforded to it by the CGIA.

XVII. ENTIRE AGREEMENT

This Agreement and the attached **Exhibits A-C** are the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States mail, addressed as follows:

The City: City of Evans
 Attn: City Manager
 1100 37th Street
 Evans, Colorado 80620-2036

Consultant: **VENDOR ADDRESS**

XIX. EFFECTIVE DATE AND EXECUTION

This Agreement shall become effective following execution by both Consultant and City. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

CITY OF EVANS, COLORADO

By: _____
RELEVANT CITY APPROVER

ATTEST:

Kimberly Johnson, Deputy City Clerk

APPROVED AS TO FORM:

Ed Bull, City Attorney

APPROVED AS TO SUBSTANCE:

Cody R. Sims, City Manager

CONSULTANT

By: _____

Name: _____

Title: _____

EXHIBIT F – Bid Schedule

See BidNet for Exhibit F

EXHIBIT G – 2027 Evans Municipal Court Calendar

See BidNet for Exhibit G