



*City of Cortez*  
 Service Center  
 110 West Progress Circle  
 Cortez, CO 81321

## REQUEST FOR PROPOSALS

Sealed proposals for furnishing the following to the City of Cortez will be received by the General Services Director, City Service Center, 110 West Progress Circle, Cortez, Colorado 81321, until **3:00 P.M., on Wednesday, March 25, 2026**, at which time proposals will be publicly opened and read.

*Proposal of a Master Plan that will be used to chart the next ten years for the City of Cortez Parks and Recreation Department. Scope of work to include: internal assessment and project administration; community engagement; resource and data collection; issue identification; implementation; and development of final plans and supporting material. Each section is outlined in detail with specific consultant deliverables. This Master Plan should be based upon a firm understanding of the department's strengths, weaknesses, opportunities, and be a community-inspired, actionable plan for implementation.*

**Direct all questions to Assistant Director of Parks and Recreation/Project Manager,  
 Jenny Bandi: [jbandi@cortezco.gov](mailto:jbandi@cortezco.gov); 970-844-1024.**

Proposals shall be submitted in writing and signed by the vendor or its duly authorized agent. Proposals shall be submitted in sealed envelopes and marked on the outside with **“PROPOSAL: 2026 City of Cortez Parks and Recreation Master Plan”** and with the vendor's name.

The City of Cortez reserves the right to waive any formality or any informality in the process of awarding a proposal. The City of Cortez reserves the right to accept any proposal, in whole or in part, and to reject any or all proposals if it be deemed in the best interest of the City to do so.

ADVERTISED:           1/21/26  
                                   1/28/26  
                                   2/4/26



General Services Department  
110 West Progress Circle  
Cortez, CO 81321  
970.565.7320

**REQUEST FOR PROPOSALS**

**RFP# GS-26-PRMP:**

**2026 City of Cortez Parks and Recreation Master Plan**

**Due Date: Wednesday, March 25 @ 3:00 PM**

**REQUEST FOR PROPOSAL: COVER SHEET & SIGNATURE PAGE**

**Advertised Date:** January 21, 2026      **RFP Number:** GS-26-PRMP  
2026 City of Cortez Parks and Recreation Master Plan

**Procurement Point of Contact:** Casey Simpson  
[csimpson@cortezco.gov](mailto:csimpson@cortezco.gov)      **Submit Sealed Proposals to:** 110 W. Progress Circle  
(970) 564-4055      Cortez, CO 81321

**Proposal Submission Deadline:** Wednesday, March 25 @ 3:00 PM  
(Mountain Daylight Time)

**2026 City of Cortez Parks and Recreation Master Plan**

**Offerors are asked to fill out this page in its entirety and to sign and return with their Proposal. The Proposal Cover Sheet & Signature Page must be signed by the Offeror or an officer of the Offeror legally authorized to bind the Offeror to the proposal. Electronic signatures are acceptable.**

**Legal Company Name (Offeror):** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Typed/Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**F.E.I.N.:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Contact for Clarifications:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

By signing this Request for Proposal Cover Sheet & Signature Page, the authorized agent acknowledges acceptance of all terms and conditions of this solicitation.

**PROPOSAL SUBMISSION:** Two (2) hard copies of the proposal and one (1) electronic copy via USB of the proposal is **due by 3:00 PM on Wednesday, March 25, 2026**, in a sealed envelope, at the following address:

110 West Progress Circle  
Cortez, CO 81321

**IMPORTANT:** The submitted proposal must be titled with the RFP Number, RFP Title, and the Offeror's name, such as below:

**GS-26-PRMP**

**2026 City of Cortez Parks and Recreation Master Plan**

**Offeror's Company Name**

Offerors are urged to read the solicitation document thoroughly before submitting a proposal.

## TABLE OF CONTENTS

SECTION 1.0 INTRODUCTION .....	6
1.1. GENERAL INFORMATION .....	6
1.2. BACKGROUND.....	6
1.3. OVERVIEW AND GOALS.....	7
1.4. ANTICIPATED CONTRACT TERM.....	8
SECTION 2.0 REQUIREMENTS AND SCOPE OF WORK .....	8
2.1. ACCESSIBILITY REQUIREMENTS .....	8
2.2. MANDATORY MINIMUM REQUIREMENTS .....	9
2.3. SCOPE OF WORK.....	9
2.4. POSSIBLE ADD-ONS .....	17
SECTION 3.0 REQUESTED PROPOSAL FORMAT AND EVALUATION METHODOLOGY .....	17
3.1. EVALUATION PROCESS.....	17
3.2. EVALUATION COMMITTEE .....	17
3.3. PROPOSAL EVALUATION CRITERIA .....	18
3.4. DEMONSTRATIONS AND DISCUSSIONS.....	20
3.5. SINGLE PROPOSAL .....	20
3.6. AWARD.....	20
APPENDIX A: EVALUATION OF QUALIFICATIONS FORM.....	22
APPENDIX A1: 2026 PARKS & RECREATION MASTER PLAN SCORING MATRIX .....	24
APPENDIX B: SAMPLE PROFESSIONAL SERVICES CONTRACT .....	26
APPENDIX C: COST PROPOSAL FORM.....	30
APPENDIX C1: ADDITIONAL PROPOSAL INFORMATION .....	32
APPENDIX D: PERFORMANCE BOND.....	34
APPENDIX E: PAYMENT BOND .....	34
APPENDIX F: BID BOND.....	35
APPENDIX G: LOCAL VENDOR PREFERENCE .....	37

## SECTION 1.0 INTRODUCTION

### 1.1. GENERAL INFORMATION

The City of Cortez is issuing this Request for Proposals for the **2026 City of Cortez Parks and Recreation Master Plan**

### 1.2. BACKGROUND

#### *Master Plan History*

The last significant master plan occurred in 2007, with minor updates in 2013 and 2016. The community and regional demographics have significantly changed, especially since 2020. The City needs to re-engage with the community, the county, and the region to re-establish parks and recreation needs, interests, priorities, and funding strategies. The department desires to emulate the motivated leadership that initiated the parks and recreation system nearly 30 years ago, and establish a representative and sustainable plan for the next 10 years.

#### *Cortez Parks and Recreation Mission*

The Cortez Parks and Recreation Department seeks to build a healthy, welcoming, and vibrant community for all. More specifically, our mission is to provide:

- Parks that are safe, clean, and well maintained;
- An affordable, family-friendly golf community;
- An inviting rec-center that is the community's hub for health, wellness, and socialization;
- Programs that encourage wellness and socialization and are affordable, safe, and uniquely fun; and
- Events that are fun, festive, and memorable.

#### *Assets and Current Status*

The Cortez Parks and Recreation Department possesses an eclectic array of assets, to include:

- 200 acres of open space/passive park (ponds, lakes, miles of trails, high desert landscape)
- 153-acre Conquistador Golf Course
- 88 acres of developed parks (sports fields, walking paths, pocket parks, pickleball courts, tennis courts, disc golf, sand volleyball, picnic shelters, skatepark, dog park).
- 3 semi/undeveloped sites
- 30-acre 3-field softball complex
- 50-meter Outdoor Pool
- 46,000 square foot Recreation Center (rock wall, gymnasium, community rooms, racquetball courts, fitness area, lazy river, 25-yard lap pool, vortex play feature, slide)
- Thousands of trees

The majority of these assets are old (+20 years) and require significant infrastructure investment. Additionally, a lack of previously established operational systems and staff expertise has resulted in a series of delayed maintenance items throughout many assets.

The parks and recreation offerings are incredibly robust for such a small city; there are tremendous opportunities. Traditional program offerings include summer and afterschool camps, youth basketball, and adult sports, including volleyball, softball, and sand volleyball. Several sports organizations provide other opportunities at City facilities including youth baseball and softball, pickleball, youth football, BMX, disc golf, and youth soccer. The City partners with several organizations to enhance offerings, including community and social services, community events, arts programs, and programs encouraging exposure to natural areas.

### ***Parks and Recreation Department Staffing***

The parks and recreation department has experienced significant turnover with full time positions over the last four years as a result of retirement and promotions outside of the system. Recent hiring efforts include a Recreation Center Manager, a Recreation Coordinator for the Recreation Center, a Recreation Coordinator for Camps (Summer/Afterschool), two FT Lifeguards, an Executive Assistant, an Assistant Director, a Lead Park Ranger, and an additional facility maintenance staff member. The department is growing in its hiring, retention, and leadership development systems.

### ***City of Cortez: Background Information***

Cortez serves as a regional and geographic hub for traditional parks, recreation services, and facilities. Residents from the surrounding four corners region visit Cortez regularly to participate in youth and adult sports, to use the recreation center, golf course, parks, and to attend community events. The master plan must, therefore, balance the engagement and involvement of local residents and partners while identifying and equitably serving traditionally underserved communities. The residential population of Cortez is around 9,000, and the service population is around 25,000 within the County. The economy is primarily agriculture and tourism. We are fortunate that on our doorstep are budding outdoor recreation opportunities, including Mesa Verde National Park, Lake McPhee, and other federal lands, making Cortez a stop-over/pass-through destination. Regional stakeholders include: Montezuma-Cortez School District, Dolores, Mancos, Montezuma County, Towaoc, Ute Mountain Tribe, and Dove Creek.

As we move forward into the next 10 years, the department seeks to have parks and recreation facilities and services remain financially accessible while also increasing its financial sustainability; this is a tight line that must be walked with transparency and consideration of the city, county, and region's varied sociodemographic contexts. The department is also looking to increase its reach and support of multiple categories of diversity, to include—but not limited to—cultural diversity. The parks and recreation department works within the framework of a council-manager form of government.

## **1.3. OVERVIEW AND GOALS**

The City of Cortez is seeking proposals for a Parks and Recreation Master Plan that provides specific direction for decision-making regarding parks, open spaces, trails, recreation facilities, and programs. The Cortez Parks and Recreation Department desires a comprehensive, community-centered approach to develop and realize a sustainable parks and recreation vision for at least the next ten years. This master plan must detail a course of action that is reasonable and feasible.

Two central tenets will be constant considerations throughout the project. First, the plan must be community-based, setting a transparent direction with community education, two-way

communication, and community buy-in. Secondly, this plan must be clear, realistic, implementable, and financially and operationally sustainable; it cannot sit on a shelf. To this end, the Cortez Parks and Recreation Master Plan will not be directed towards creating a lofty ‘wish list’ for the city. Rather, it must focus on taking care of what we have, strategizing and prioritizing several substantial deferred maintenance items, and carefully considering any new additions that are requested by the department’s various stakeholders. Notably, the process of prioritization and future possibilities must consider a wide and socioeconomically diverse stakeholder base throughout the city, county, and region that includes residents, current and potential partners, department and city leadership.

#### 1.4. ANTICIPATED CONTRACT TERM

- 1.4.1. Notice of Award is anticipated to be April 29, 2026, and the project term is to end nine months, or (270) calendar days, from date of the Notice to Proceed. Notice to Proceed will be issued once all documentation is provided, and once the Contract is fully executed by both parties.
- 1.4.2. The City may extend the Contract beyond the anticipated term in accordance with the Colorado Procurement Code, and in the event that the City determines an extension is necessary.
- 1.4.3. The City may, within its sole discretion, choose not to exercise any option or extension term in the Contract for any reason. If the City chooses not to exercise any option or extension term, it may re-procure the goods and/or services in its sole discretion.
- 1.4.4. The schedule of events for the proposal process and an outline of the schedule for the balance of the project is as follows:

Advertisement	1/21/26; 1/28/26; & 2/4/26
Date Email Questions Due	February 18, 2026 @ 5:00 PM
Date Email Answers issued	March 4, 2026 @ 5:00 PM
Proposals Opened	March 25, 2026, @ 3:00 PM
Finalist Interviews (virtual)	April 6, 2026 – April 9, 2026
Council Review of P&R Recommendation	April 28, 2026
Notice of Award (projected)	April 29, 2026
Contract Approval (projected)	May 15, 2026
Notice to Proceed (projected)	May 18, 2026
Project Completion (projected)	February 12, 2027

The above schedule is tentative. Responding firms shall be notified of revisions in a timely manner by email. Respondents may elect to verify times and dates by email, but no earlier than 36 hours before the scheduled date and time.

## SECTION 2.0 REQUIREMENTS AND SCOPE OF WORK

### 2.1. ACCESSIBILITY REQUIREMENTS

- 2.1.1. All work performed as a result of this solicitation must comply with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the Office Of Information Technology pursuant to Section §24-85-103 (2.5),

C.R.S. and 3) all City of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

## 2.2. MANDATORY MINIMUM REQUIREMENTS

2.2.1. Notice is hereby given to all interested parties that all firms will be required to meet all requirements to be considered for this project. Interested proposers should include evidence of the following in their proposals to be considered as qualified, as a minimum:

- 2.2.1.1. Background on the firm and its experience in preparing master plans for public agencies, focusing on engagements involving communities that have characteristics similar to the Cortez community.
- 2.2.1.2. Provide at least two (2) public agency references for projects of a similar nature within the last five (5) years. Include a description of the projects, including (at minimum) client, location, contact person, contact information (telephone/email address) and a brief summary of the project.
- 2.2.1.3. Demonstrate specific consulting experience in projects of similar scope and complexity; and
- 2.2.1.4. Indicate if the proposing firm has any issues or needed changes to the Professional Services Contract included as Appendix B; and
- 2.2.1.5. Firm must be fully insured with General Liability Insurance, Comprehensive Automobile Liability Insurance, and Professional Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence, and ONE MILLION DOLLARS (\$1,000,000) aggregate. Firm must be able to list the City as additionally insured.

## 2.3. SCOPE OF WORK

### 2.3.1. Description

This Scope of Work describes the deliverables sought through this RFP and the scope of what the awarded Offeror will be expected to present through the contract resulting from this RFP. The Scope of Work is intended to provide interested Offerors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

### 2.3.2. General Approach

We expect you to share your expertise and experience to provide a high-quality, representative, and sustainable plan. Please review the following scope of services as the starting point for your plans. In addition to the specifics below, include in this proposal your standard approach to the master planning process. What do you normally do, how will you accomplish the specific tasks below, and what would you recommend we do differently than what is suggested to ensure a community-inspired yet feasible master plan.

### 2.3.3. Scope Introduction

Please note the following scope refers often to all *'inventory categories'* as a means of encompassing parks and recreation assets that must be included in community engagement, inventory, assessments, issue identification, and prioritization. These categories are defined as follows:

- Programs (group exercise, camps, internal sports, rec-center activation, aquatics, golf, etc.)
- Events (P&R led or co-sponsored): Third Thursday, July 4<sup>th</sup>, etc.)
- Services (how P&R facilitates something that it is not directly controlling. For example, the use of our space for third-party sports leagues and tournaments or third-party events such as Oktoberfest, Celtic Fair, etc.)
- Parks
- Athletic Spaces (contained within parks, includes: pickleball, tennis, skatepark; turf fields, ball fields).
- Open Space (natural/native spaces)
- Recreation Center
- Outdoor Municipal Pool
- Conquistador Golf Course
- South Softball Complex
- Trails

### 2.3.4 Scope Item A: Internal Assessment and Project Administration

#### General Expectations:

- i. Review the existing City Comprehensive Plan and previous master plans, updates, documents, and maps.
- ii. Review and assess prior trail planning concepts.
- iii. Review initial department inventory.
  - a. *These will be provided ahead of time by parks and recreation (P&R) staff.*
- iv. Meet with the P&R leadership team to gain context and understand needs and issues.
- v. **Consultant Deliverable:** Written assessment of previous plans.
  1. Summarize and identify gaps in data.
  2. Summarize an initial list of issues to evaluate further.
  3. Provide SWOT analysis (independent of P&R involvement).
- vi. **Consultant Deliverable:** Provide a detailed presentation of your master plan approach to P&R (and possibly other city) leadership. Include the following:
  1. Establish project goals, expected outcomes, and a clear vision.
  2. Clearly communicate ongoing project administration strategies:
    - a. How often consultants propose to meet, when updates for P&R leadership will be provided, and how they will be provided (video, person, email, etc.).
    - b. Please seek to coordinate as many separate in-person tasks as possible. For example, Phase 1 of the community engagement plan possibly occurring during same trip as the initial presentation to P&R leadership.
  3. Integrate initial consultant findings from the above reviews and initial P&R leadership meeting.

## 2.3.4. Scope Item B. Community Engagement

**General Expectations:**

- i. Provide written records and summaries of the results of all public process and communications strategies that can be shared with the public.
- ii. Help to educate and engender buy-in among the community in the direction of the plan, as something that must be realistic and sustainable.
- iii. Check in with department leadership before and after each of the 3 key community engagement phases to ensure community messaging stays tactful yet transparent; the department is sensitive to managing expectations of community members while also ensuring a meaningful platform for stakeholder input.

**Consultant Deliverable:** Propose a community engagement plan.

- iv. Identify, describe and implement a comprehensive strategy and methodology for community involvement in this master plan development process.
  - a. Provide a plan for well-organized and directed activities, techniques and formats that will ensure an equitable, inclusive, open and proactive public participation process is achieved.
  - b. These methods should solicit quality input from as many people as possible, including under-resourced populations and users and non-users of the services and facilities.
  - c. Share drafted survey questions to better understand initial community needs with department leadership ahead of time (Phase 1).
- v. Include a Project Marketing and Information Plan:
  - a. Detail how information will be displayed to the public, how department city-wide marketing staff will be involved. For example:
    1. Project website
    2. Social media
    3. Project newsletter
  - b. Propose how to make the community feel heard, while not identifying everything as a priority in future action planning.
- vi. Include a Partner Engagement Plan: Propose a plan to identify and engage with as many partners (non-profit service providers, schools, and related agencies) and stakeholders (facility user groups) as possible to gain outside perspectives and perceptions about department performance, partnerships, community needs, and possible intersections.
- vii. The Community Engagement Plan should detail 3 key phases of engagement:
  - a. **Phase 1** (during the inventory stage):
    1. Share project information with the community; solicit thoughts and feedback on the master plan the vision.
    2. Gather initial feedback that shares how the department is doing.
      - a. Gather specific information about services, use, preferences and any departmental strengths, weaknesses, opportunities and threats.
    3. Proposed methods: Conversational, prioritize listening.
    4. **Consultant Deliverable:** Report of initial community findings.
  - b. **Phase 2** (after the assessment and issue identification):
    1. Present to the community inventory and assessment results *for all 'inventory categories'*; condense and present information in a publicly friendly way.

- a. Include cost estimates to the community (order of magnitude).
  2. Gather perceptions/feelings, priorities, and calculate support for various identified needs.
    - a. This phase should involve a cross-asset comparison to rank parks and recreation priorities throughout the department, according to community input.
    - b. The options on this ranking should largely include needs, with a specific list of potential additions that are approved by parks and recreation leadership.
    - c. Confirm recommendation of (geographic) park system gaps/needs.
      - o i.e. Do we need a park somewhere else? Are the department's current understandings in line with community perceptions?
  3. Proposed methods: surveys, pop-up P&R 'outreach roadshows', town halls, open houses, listening sessions.
    - a. Detail how you plan to meet people where they are (schools, community events, farmers markets, senior activities, etc.) and how to engage underreached markets.
    - b. Identify role of P&R staff in increasing reach of community engagement efforts.
  4. **Consultant Deliverable:** Prioritized list of community needs and improvements across *all 'inventory categories.'*
    - a. Help P&R leadership determine what the community feels is important, in addition to our identified needs.
      - o Possibly cross-reference needs, importance, and cost.
    - b. Improvements: Help P&R leadership identify what is mission critical, what is standard level of service, best practices, and what add-on services and amenities we should consider.
- c. **Phase 3** (during the action plan): Using the list of prioritized community issues (results from Phase 2), how does the community suggest we move forward?
1. Community outreach discussions should involve funding and what's required to enact identified P&R priorities, emphasizing sustainability.
  2. Education: use a department-wide financial analysis to frame funding options to the community according to real dollar estimates. Share scenarios for renovation plans based on certain plans for revenue.
    - a. For example:
      - o Revenue side: If we increase sales tax (as city/county), introduce a levy, etc., it would result in "x".
      - o Expense side: If we renovate systems (including *all 'inventory categories'*, to include programs and services), what can we realistically and capably manage?
  3. **Proposed methods:** Propose a format for having a community conversation to settle on our priorities, that takes into consideration need, importance, and cost.
  4. **Consultant Deliverable:**
    - a. Prioritized list of community needs and wants; funding strategy proposed by community.

d. **Phase 4:** Final Plan and Reporting Materials

- a. After an analysis of final community engagement (phase 3), synthesize findings from ‘Resource and Data Collection’ into a completed Master Plan and action plan to share with the public and pertinent department and city leadership.

2. **Consultant Deliverable:**

- a. Present the final 10-year action plan to the public.
  - o Document and communicate to the public what did not make the 10-year plan and why.
- b. Present for final approval to necessary department and city leadership.

2.3.5. Scope Item C. Resource and Data Collection

This component includes community demographics, inventory, assessment, and issue identification.

i. **Community Demographics**

- a. Goal: Identify who the department could be serving.

ii. **Consultant Deliverable:**

- a. Community demographics (city, county, region).
- b. Identify regional trends, that will be compared against Cortez.
- c. Compare demographic trends of a select number of surrounding communities.

iii. **Inventory:**

- a. Goal: This inventory ultimately identifies ‘what’ will be assessed in the next phase and ‘who’ will be involved.

b. **Consultant Deliverable:**

- i. Comprehensive System Inventory
  1. The existing inventory provided by P&R staff will have already been reviewed.
  2. Identify and fill gaps in this inventory to provide a comprehensive system inventory for *all ‘inventory categories.’*
- ii. Community Use Inventory
  1. Determine and report who is using what services and how often across *all ‘inventory categories.’*
    - a. Include city, county, and regional statistics.
  2. Summarize demand for Cortez P&R *inventory categories.*
  3. Compare Cortez P&R trends to regional trends.

iv. **Scope Item Milestone:**

- a. Include Phase 1 Community Engagement Plan
- b. Review findings with P&R Leadership Team

v. **Assessment: Comprehensive system assessment.**

- a. *Goal: This phase conducts a comprehensive system assessment across all inventory categories; its data forms the foundation of issue identification.*

b. **Consultant Deliverables:** For *all inventory categories*, wherever possible:

- i. Service Level Assessment Report

1. Determine industry standards and best practices for *all 'inventory categories.'*
  2. Determine regional trends for these industry standards and best practices.
  3. Analyze how *all Cortez P&R 'inventory categories'* currently compare to industry standards of service broadly, and how they specifically compare to 3-5 surrounding (regional) P&R agencies.
  4. Use as a foundation for the gap of what we could provide, but are not currently providing.
- ii. Inventory Assessment Report
1. Review, evaluate, and assess *all inventory categories* according to applicable parameters (for example: operations, facilities, infrastructure, equipment, programmatic offerings, etc.)
    - a. Site-based maps condition survey.
    - b. Develop parks classification, base map, and geographic level of service analysis.
  2. Space utilization study: Determine the current use of P&R inventory items and suggestions on how to maximize use.
  3. Regional draw assessment: What does it take for *inventory items* to become a regional draw, where applicable. (ex: is the outdoor pool an option, what would it take to get there, and/or are there other assets with potential?).
  4. Identify opportunities to better serve community needs. Provide investment necessary, and ROI.
- iii. Financial Assessment Report
1. Complete a fee analysis and regional cost comparisons.
  2. Provide opportunities for improved efficiency and increased revenue (internal and external).
  3. Develop cost estimates of identified issues to use in community engagement and action plan.
  4. *This will be used to frame funding options to the community according to real dollar estimates.*
- iv. Trail Feasibility Assessment Report
1. Review and evaluate previous trail alignment studies, active transportation plans, and other related plans to develop a framework and outline for a trails (bike and pedestrian) plan.
  2. Identify opportunities and constraints to determine feasibility.
- v. Community Assessment Report
1. **Phase 2 of Community Engagement Plan**
    - a. Community education (here are the issues we have)
    - b. Prioritization exercise (what do they value)
    - c. Result: Prioritized list of community needs and improvements across *all 'inventory categories.'*
  2. Conduct an analysis that considers the fair and just quantity, distribution, inclusivity, condition, cultural relevancy, connections and proximity of *all 'inventory categories.'*
- vi. **Scope Item Summary:**
- a. Review findings with P&R Leadership Team

## 2.3.6. Scope Item D. Issue Identification

*Goal: Use assessment data to identify, evaluate, and prioritize needs; propose initial ideas to address issues.*

i. **Consultant Deliverables:**

**a. P&R Needs and Initial Recommendations:** Summarize results of system-wide assessment.

1. Clearly identify what issues must be addressed across *all inventory categories*.
2. Review current practices and recommend adjustments based on Commission for Accreditation of Parks and Recreation Agencies (CPRA) or similar standards.
  - a. Focus on operational effectiveness, enhanced service delivery, revenue development, and increased efficiency.
3. Recommend initial ideas to close identified gaps. To include, but not limited to:
  - b. Develop a lifecycle replacement program for facilities, infrastructure, and equipment.
  - c. Recommend organizational/operational and staffing adjustments to meet department needs.
  - d. Recommend options/ideas to close gaps in service delivery.

**b. Community Needs:** Provide a statistically valid community needs and issues assessment report that incorporates *all inventory categories* within Cortez P&R.

4. Needs assessment survey will identify met and unmet needs within the community and generate feedback regarding identified issues from the assessment phase.
5. Report must see beyond what P&R leadership is telling consultants is an issue. Where are the blind spots? What are we missing?
  - e. Understand community concern and demand.
6. Include quantitative data that summarizes perceptions on department successes and challenges based on survey data.
7. Diversity Gap Analysis: Complete a gap analysis for underserved community populations, including Indigenous, Latin-x/Spanish-speaking, low-income/undereducated, LGTBQ, youth, seniors, transient/part-year residents, and special needs.

b. **Scope Item Summary:**

- i. Phase 3 of Community Engagement Plan:
  1. Initial funding discussion (with limited resources, how does the community propose we move forward?)
  2. Host an in-depth fiscal prioritization exercise comparing available funding, new funding options, and identified needs (P&R *inventory category* needs and community needs).
- ii. Review findings with P&R Leadership Team

### 2.3.7. Scope Item E. Implementation

*Goal: Synthesize community feedback and data from all previous phases. Generate a prioritized list of next steps according to community intersection of need, interest, and cost; identify a funding plan that addresses next steps. Revisit master plan objectives to ensure system-wide direction and strategies are complete.*

- i. **Consultant Deliverable:** Develop an action plan for identified priorities. For each *inventory category*, where applicable, include:
  - a. A clear prioritization of the issue being addressed.
    - i. Include criteria and rationale for prioritization (impact on social, health, environmental outcomes, safety issue, vulnerable population, etc.)
  - b. A specific plan to address the prioritized issue.
  - c. Funding plan
    - i. Cost of each proposed improvement, replacement, or addition.
    - ii. Include recommended partnerships and other alternate funding opportunities.
  - d. The identification of future development opportunities; new amenities and sites.
- ii. This should result in a prioritized list of needs and specific action items across each inventory category, that includes funding plans, for the following:
  - a. Emerging Programs Plan
  - b. Emerging Events Plan
  - c. Park Plan
    - i. Park and Facilities Lifecycle Replacement and Renovation Plan
    - ii. Athletic Space Plan (courts, fields)
  - d. Athletic Spaces Plan
  - e. Open Spaces Plan
  - f. Recreation Center Plan
  - g. Cortez Outdoor Municipal Pool Plan
  - h. Conquistador Golf Course Plan
  - i. South Softball Complex Plan
  - j. Trail Plan
    - i. Community Trails Network Outline: Propose next steps for a bike and pedestrian transportation network throughout the City.
    - ii. Develop trail standards and propose alignments.
- iii. **Scope Item Summary:**
  - a. Review findings with P&R Leadership Team

### 2.3.8. Scope Item F. Development of Final Plans and Supporting Materials

- i. 10-Year Action Plan –
  - a. Compile and consolidate all scope items into a comprehensive document.
    - i. Demographics, inventory, assessment, issue identification, community engagement results, and implementation.
  - b. Reconcile data, recommendations, priorities, costs, and revenues into a financially balanced (cost = revenue) 10-year Action Plan.
  - c. Include a cross-inventory category analysis to prioritize between categories (compare and rank priorities between parks, rec-center, outdoor pool, etc.).

- i. Ex: How does the emerging program plan rank compared to park plan or recreation center plan?
  - d. Articulate a clear vision and “roadmap,” including goals and objectives, for the department’s future.
    - i. Where do we maintain the status quo? Where do we reach farther? Where do we pull back? Does the community agree?
  - e. Include charts, graphs, maps and other data as needed to support the plan and its presentation.
- ii. Completed master plan.
- iii. Scope Item Summary:
  - a. Review findings with P&R Leadership Team
  - b. Community Engagement Phase 4
  - c. Final Presentation to P&R Department and City Leadership

## 2.4. POSSIBLE ADD-ONS

Propose a separate cost for each add-on task, if you’re willing to take on these extra tasks.

- i. Economic Impact Analysis for Cortez Parks and Recreation facilities and services.
  - a. Identify indirect revenues and financial benefits to the community.
- ii. Undeveloped Site Analysis - Determine how to best incorporate two undeveloped sites (5 and 7 acres) in the Master Plan. Review equitable distribution, and determine system, timing and geographic weaknesses that may be addressed at the sites. Identify opportunities, constraints, and a high-level (bubble diagram) concept.
- iii. Urban Forest Plan Outline: Recommend goals and strategies to preserve and increase the urban forest.
- iv. CAPRA accreditation steps. Review where our department stands and suggest concrete next steps to move towards accreditation (5-year plan).
- v. Review internal marketing efforts. Evaluate current practices and propose ways to enhance marketing locally and regionally.
- vi. Conduct program inventory, needs assessments, and recommendations for the City of Cortez Public Library.

## **SECTION 3.0 REQUESTED PROPOSAL FORMAT AND EVALUATION METHODOLOGY**

### 3.1. EVALUATION PROCESS

A comprehensive, thorough, complete and impartial evaluation of each proposal received will be conducted in accordance with §24-103-203(7), C.R.S, which states, “The award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the price and evaluation factors set forth in the request for proposal.”

### 3.2. EVALUATION COMMITTEE

- 3.2.1. An Evaluation Committee will be established utilizing measures to ensure the integrity of the evaluation process. These measures include the following:

- 3.2.1.1. Selecting committee members who do not have a conflict of interest regarding this solicitation.

3.2.1.2. Facilitating the independent review of proposals.

3.2.1.3. Requiring the evaluation of the proposals to be based strictly on the content of the proposals.

3.2.1.4. Ensuring the fair and impartial treatment of all Offerors.

3.2.2. The objective of the Evaluation Committee is to conduct reviews of the proposals that have been submitted, to hold frank and detailed discussions among themselves, and to recommend an Offeror for award.

### 3.3. PROPOSAL EVALUATION CRITERIA

3.3.1. Please keep your submission limited to the scope of this document and the requested items; superfluous material will detract from the review committee's ability to discern your fit for our specific needs and region. Proposals with more than 30 pages of content for the scope and evaluation deliverables may not be reviewed. Insurance and other similar supporting documents such as bonds are not included in this 30-page limit. The following selection criteria will be combined with the City's standardized scoring matrix to select the most qualified submission. Interviews may be requested after an initial review to differentiate among the top proposals.

3.3.2. The City will evaluate proposals to determine if each Offeror meets all mandatory qualification requirements; provided, however, that the City has the authority to waive non-material mandatory requirements in certain circumstances. Reference Procurement Rule R-24-103-301-03. The mandatory qualification requirements are scored on a Met/Not Met basis and only those proposals found to meet all mandatory requirements, other than non-material mandatory requirements waived by the City, can be considered for a Contract resulting from this solicitation.

3.3.3. Proposals will be evaluated by the Evaluation Committee using the evaluation criteria listed below. The evaluators will consider whether the Scope of Work requirements in the solicitation have been addressed, and they will review the capabilities of the Offeror, as well as the quality of the approach proposed, the price, and any other aspect determined relevant to the evaluation criteria.

3.3.4. The evaluation criteria to be used in evaluating the proposals are as follows and are attached in Appendices A and A1 (and are listed in no particular order):

#### 3.3.4.1. TECHNICAL APPROACH TO THE PROJECT

3.3.4.1.1. Provide a narrative that presents your firm's general master plan approach and philosophy.

3.3.4.1.2. Provide a strategic project approach summary discussing how your firm will address all aspects of the specified scope (internal assessment and project administration, community engagement, resource and data collection, issue identification, and implementation). Include specific approaches to achieve each consultant deliverable within each scope.

#### 3.3.4.2. EXPERIENCE, PAST PERFORMANCE, AND EXPERTISE

3.3.4.2.1. Provide a description of successful prior master plans, including performance in the areas of cost, quality control, schedule, compliance with plans and specifications and adherence to applicable laws and regulations.

3.3.4.2.2. Demonstrate how past performance examples are relevant, or comparable, to this proposed master plan in terms of population size, demographics, and assets.

3.3.4.3. PROJECT MANAGEMENT PLAN

3.3.4.3.1. Describe the proposed project schedule. The timeline that is projected for the preparation and completion of the Parks and Recreation Master Plan is nine (9) months from the Notice to Proceed date. Please offer your thoughts on the feasibility of this timeline, and what you would recommend if different than 270 calendar days and,

3.3.4.3.2. Provide itemized project costs. Be as specific as possible with costs for each service. Include costs of optional add-on services and,

3.3.4.3.3. Describe your firm's quality control programs, financial resources, materials to be used on this project and its current location, and any other information or resources that demonstrates your firm's competency to perform this work and provide a high-quality outcome.

3.3.4.4. STAFFING PLAN

3.3.4.4.1. Provide a high-level description of the composition and management structure of your firm. Provide a separate graphic organizational chart complete with working titles identifying the lines of authority, responsibility and coordination between your firm and your subcontractors and,

3.3.4.4.2. Provide a detailed staffing plan of key management personnel to be assigned to this project from your firm. Identify their role, anticipated time commitment to this project and experience relevant to this master plan's scope. Be sure to clearly identify the project manager, who presumably will serve as the primary contact through this project. Please detail the project manager's experience, past similar project completion history, and justify why they are serving as the project manager and,

3.3.4.4.3. Provide a detailed description of who your firm will select as qualified sub-contractors, what work they will perform, and how you will manage them effectively on this project.

3.3.4.5. JOB STANDARDS

3.3.4.5.1. Describe the firm's method of personnel procurement, employment of Colorado workers, work force development and long-term career opportunities of workers and,

3.3.4.5.2. Describe the firm's availability of training programs, including apprenticeships approved by the United States Department of Labor and,

3.3.4.5.3. Describe the benefits provided to workers, including healthcare and defined benefit or defined contribution retirement benefits, and whether the firm pays industry-standard wages.

3.3.4.6. LOCAL PRESENCE

3.3.4.6.1. Describe what Services under the contract or any Subcontract will be performed by a Cortez owned Business, Montezuma County Owned Business, or Regionally owned Business.

### 3.4. DEMONSTRATIONS AND DISCUSSIONS

The Evaluation Committee may, if it deems necessary, request clarifications, conduct discussions or oral presentations, or request best and final offers. Per R-24-103-203-03, discussions may be held with responsible offerors whose proposals are determined to be reasonably susceptible to be selected for award to:

- a. Promote understanding of the City's requirements and the offerors' proposals; and
- b. Facilitate a contract that will be most advantageous to the City taking into consideration price and the other evaluation factors set forth in the request for proposals.

The Evaluation Committee may adjust its scoring based on the results of such activities. However, proposals may be reviewed and determinations made without such activities. Offerors should be aware that the opportunity for further explanation might not exist; therefore, Offerors should ensure that their submission is complete, and are encouraged to submit their best possible proposal, including pricing.

### 3.5. SINGLE PROPOSAL

If only one proposal is received in response to a solicitation, an award may be made to the single offeror or offeror if the procurement official finds that the price submitted is fair and reasonable and that other prospective offerors or offerors had reasonable opportunity to respond. Reference Procurement Rule R- 24-103-201-02(d).

### 3.6. AWARD

- 3.6.1. A Notice of Intent to Award will be published on Colorado VSS.
- 3.6.2. The award determination is ultimately a business decision that will reflect an integrated assessment of the relative merits of the proposals received, using the factors set forth in **Section 3.3.4**. The City intends to award Contract(s) to the Offeror(s) whose proposal(s), conforming to the solicitation, will be most advantageous to the City, price and other factors considered.
- 3.6.3. The City reserves the right to award to multiple offerors if is determined to be in the best interest of the City.

### 3.7. PAYMENTS

- 3.7.1. The City will make progress payments for the work included in the Contract based upon the percentage completion of tasks associated with the scope of work. The Contractor shall prepare statements indicating the percentage completed for that period. The project manager or approved City representative will review the progress payment request to verify the work indicated. The City shall retain at least FIVE percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents.
- 3.7.2. Final payment shall be paid by the City to the Contractor forty-five (45) days after substantial completion of the work unless otherwise stipulated in the Notice of Substantial Completion, or the date fixed for final settlement as legally published. Provided the work has then been completed, and the Contract fully performed, a final certificate of payment will be issued by the City.

- 3.7.3. If the Time of Substantial Completion extends into more than one City budget year and the City has not appropriated the entire Contract Sum in the current budget year, the Contract becomes a multi-year financial obligation of the City and the City's obligation to pay any amount of the Contract Sum beyond what has been appropriated in the current budget year is contingent upon the availability of funds appropriated by the City Council for each fiscal year budget during the term of the Contract. State of Colorado laws prohibit the City from entering into contracts that contain a multi-year financial obligation without a non-appropriation clause, so any financial obligations in the Contract that extend beyond the end of the City's current fiscal year budget shall be subject to an annual budget appropriation for all funds to be expended during the then current fiscal year. Absent the necessary appropriation, the City may terminate the Contract immediately and shall only be obligated to pay the Contractor for work rendered to the date of termination.

**APPENDIX A: EVALUATION OF QUALIFICATIONS FORM**

Name of Firm: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Evaluator No: \_\_\_\_\_ Date: \_\_\_\_\_

RFP REFERENCE MINIMUM REQUIREMENTS (SECTION 2.2) Y \_\_\_ N \_\_\_

If the minimum requirements (including letter from surety) have not been met, specify the reason(s):

\_\_\_\_\_  
 \_\_\_\_\_

**SCORE**

Weight<sub>1</sub> x Rating<sub>2</sub> = Score<sub>3</sub>

1. TECHNICAL APPROACH TO PROJECT

- Provides a narrative that represents the firm’s general master plan approach and philosophy. \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_
- Provides a strategic project approach summary discussing how the firm will address all aspects of the specified scope (Scope Item A-F). Includes specific approaches to achieve each consultant deliverable within each scope item. \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

2. EXPERIENCE, PAST PERFORMANCE AND EXPERTISE

- Provides a description of successful prior master planning efforts, including performance in the areas of cost, quality control, schedule, compliance with plans and specifications, and adherence to applicable laws and regulations. \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_
- Demonstrates how past performance examples are relevant, or comparable, to this proposed master plan in terms of population size, demographics, and assets. \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

3. PROJECT MANAGEMENT APPROACH

- Describes the proposed project schedule in regard to the anticipated contract term. Provides information on feasibility of proposed timeline. \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_
- Provides itemized project costs, specifying costs for each service and scope item. Includes costs for optional add-on services. \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_
- Describes the firm’s quality control, financial resources, materials to be used on this project, and its current office location, including any other information that demonstrates the firm’s competency to perform this work and provide a high-quality outcome. \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

4. STAFFING PLAN

Weight<sub>1</sub> x Rating<sub>2</sub> = Score<sub>3</sub>

- Provides a high-level description of the composition and management structure of the firm, providing a separate graphic organizational chart complete with working titles of staff identifying the lines of authority and responsibility between the firm and any subcontractors.
- Provides a detailed staffing plan of key management personnel to be assigned to this project. Plan identifies their role and anticipated time commitments to this project and commitment to other scheduled projects. Plan also identifies staff's experience to this master plan's scope of work.
- Provides a detailed description of who the firm will use as qualified sub-contractors (if applicable) and what work they will perform in relation to the project.

\_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

\_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

\_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

5. JOB STANDARDS

- Describes the firm's method of personnel procurement, employment of Colorado workers, work force development, and long-term career opportunities of workers.
- Describes the firm's availability of training programs, including apprenticeships approved by the United States Department of Labor.
- Describes the benefits provided to workers, including healthcare and defined contribution retirement benefits and whether firm pays industry-standard wages.

\_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

\_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

\_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

6. LOCAL PRESENCE

- Describes what services under contract or any subcontract will be performed by a Cortez owned business, Montezuma County owned business, or regionally owned business.

\_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

**TOTAL SCORE:** \_\_\_\_\_

NOTES:

1. Weights are to be assigned prior to evaluation and are to be consistent on all evaluation forms. Use only whole numbers.
2. Rating: 0 = Not Provided 1 = Unacceptable 2 = Poor 3 = Fair 4 = Good 5 = Excellent
3. Total score includes the sum total of all criteria.

Note: A passing score (as a percentage of the total points available) is to be established prior to evaluation.



## NOTES:

1. INSERT TOTAL SCORE FROM EACH EVALUATOR'S SUBMITTAL REVIEW.
2. ADD ALL EVALUATORS' TOTAL SCORES AND DIVIDE BY THE NUMBER OF EVALUATORS TO DETERMINE THE AVERAGE SCORE FOR EACH FIRM'S QUALIFICATIONS.
3. THE MAXIMUM SCORE FOR QUALIFICATIONS ON THE EVALUATION FORM IS EQUIVALENT TO 40 POINTS AND IS EQUIVALENT TO THE MAXIMUM POINTS AVAILABLE FOR QUALIFICATIONS. THEREFORE, EACH FIRM'S SCORE IS DETERMINED AS A PERCENTAGE OF THE MAXIMUM POINTS AVAILABLE. TO SCORE EACH AVERAGE QUALIFICATION SCORE, USE THE EXAMPLE FORMULA.

ASSUME THE HIGHEST SCORE IS 600.

## SCORING OF QUALIFICATIONS

$$\text{FIRM B:} \quad \frac{600}{600} \times 40 \text{ POINTS} = 40 \text{ POINTS}$$

$$\text{FIRM C:} \quad \frac{500}{600} \times 40 \text{ POINTS} = 33.33 \text{ POINTS}$$

$$\text{FIRM A:} \quad \frac{400}{600} \times 40 \text{ POINTS} = 26.66 \text{ POINTS}$$

4. DETERMINE SCORE FOR EACH FIRM'S SEALED BID WITH THE LOWEST FEE BEING EQUIVALENT TO A MAXIMUM SCORE OF 60 POINTS. TO SCORE EACH BID, USE THE EXAMPLE FORMULA.

ASSUME THE LOWEST BID WAS \$100,000.

## SCORING OF BIDS

$$\text{FIRM A:} \quad \frac{\$100,000}{\$100,000} \times 60 \text{ POINTS} = 60 \text{ POINTS}$$

$$\text{FIRM B:} \quad \frac{\$100,000}{\$125,000} \times 60 \text{ POINTS} = 48 \text{ POINTS}$$

$$\text{FIRM C:} \quad \frac{\$100,000}{\$150,000} \times 60 \text{ POINTS} = 39.99 \text{ POINTS}$$

5. ADD THE AVERAGE QUALIFICATION SCORE TO THE BID SCORE TO DETERMINE CUMULATIVE QUALIFICATIONS AND FEE SCORE.
6. NUMERICALLY RANK ALL FIRMS WITH THE HIGHEST SCORING FIRM BEING THE MOST QUALIFIED AND ADVANTAGEOUS TO THE CITY.

## APPENDIX B: SAMPLE PROFESSIONAL SERVICES CONTRACT

### 1.0 AGREEMENT AND PARTIES

This Professional Services Contract (this “Agreement”) is entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”) by and between the City of Cortez, a Colorado home rule municipality (the “City”), and *{insert name of contractor}*, a *{insert type of entity – LLC, corporation, individual, etc., and state of registration – this can be found on the Colorado Secretary of State’s website business entity search}* (the “Contractor”). The City and the Contractor may be referred to herein individually as a “Party,” and collectively as the “Parties.”

### 2.0 RECITALS AND PURPOSE

2.1 The contractor shall furnish all personnel, services, equipment, materials, facilities and any other requirements necessary for, incidental to, the performance of work set forth herein in this request for proposal, **2026 City of Cortez Parks and Recreation Master Plan**. See section 2.3 within the aforementioned RFP for a more detailed scope of work.

2.2 The Contractor represents that it has the special expertise, background, and equipment necessary to provide the City with such services.

### 3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific professional services as set forth in **Exhibit A**, which is attached hereto and incorporated herein by this reference (the “Services”).

### 4.0 COMPENSATION

4.1. The City shall pay the Contractor for the Services the amounts set forth in **Exhibit B**, which is attached hereto and incorporated herein by this reference. The scope of the Services and payment therefor shall only be changed by a properly authorized written amendment to this Agreement.

4.2. The Contractor shall submit a detailed written invoice to the City monthly describing the Services rendered during the month. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefore are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

### 5.0 PROJECT REPRESENTATION

5.1. The City designates Casey Simpson, General Services Director as the responsible City staff member to serve as the City contact while the Contractor provides the Services.

5.2. The Contractor designates *{Name}* as its project manager and primary contact. The City may rely upon the guidance, opinions, and recommendations provided by the Contractor and its representatives. Should any of the representatives be replaced and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientation, etc., the Contractor shall be fully responsible for all such additional costs and services.

### 6.0 TERM

The Contractor's services under this Agreement shall commence on the Effective Date and shall be completed by 270 calendar days from the notice to proceed (the Term”).

## 7.0 INSURANCE

7.1. During the Term of this Agreement, the Contractor agrees, at its own cost, to maintain, and provide evidence of upon request, a policy of Workers Compensation Insurance, if required by the Workers' Compensation Act of Colorado, or any other applicable laws for any person engaged in the performance of the Services, and the policy or policies of insurance, if any, set forth below and **marked with an "X."** The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain any required policy of insurance.

**X Comprehensive General Liability Insurance** with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence, and ONE MILLION DOLLARS (\$1,000,000) 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, independent contractors, and products. The policy shall contain a severability of interests provision.

**X Comprehensive Automobile Liability Insurance** with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to be used or used in performance of the Services. The policy shall contain a severability of interests provision.

**X Professional Liability Insurance** with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence, and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall insure the Contractor for claims arising from the negligent performance of professional services under this Agreement. The Professional Liability Insurance policy shall include prior acts coverage sufficient to cover all services rendered by the Contractor and its subcontractors. This coverage shall be continued in effect for one (1) year after the end of the Term of this Agreement.

The Policies required above, except for the Worker's Compensation Insurance and Professional Liability Insurance, shall name the City as an additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its elected officials or its employees, shall be excess and not contributory insurance to that provided by the Contractor. The additional insured endorsement for the Comprehensive General Liability Insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement.

7.2 The Contractor understands and agrees that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act., C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the City, its elected officials, or its employees.

## 8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, its elected officials and employees, from and against all liability, claims, damages, injuries, and losses of any kind that arise out of or are connected with this Agreement and Contractor's provision of the Services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any of the Contractor's

subcontractors, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

## **9.0 QUALITY OF WORK**

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature.

## **10.0 INDEPENDENT CONTRACTOR**

Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the City as to end results of the work only.

Neither Contractor, its owners, agents, employees, assigns or subcontractors are entitled to receive Workers Compensation or unemployment benefits from or through the City's unemployment or Worker's Compensation coverage.

Contractor shall pay all taxes for itself, its employees, agents, subcontractors, assigns as required by local, state and federal law.

## **11.0 ASSIGNMENT**

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

## **12.0 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.

## **13.0 TERMINATION**

13.1 This Agreement may be terminated by either Party for material breach or default of this Agreement by the other Party not caused by any action or omission of the other Party by giving the other Party written notice at least ten (10) days in advance of the termination date. The breaching or defaulting Party shall have the right to cure the breach or default within the notice period, and the non-breaching Party shall have the right to accept or reject the cure. Termination pursuant to this subsection shall not prevent either Party from exercising any other legal remedies which may be available to it.

13.2 This Agreement may be terminated by the City for its convenience and without cause by giving written notice at least thirty (30) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed the total amount set forth in Exhibit "B", and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either Party from exercising any other legal remedies which may be available to it.

**14.0 INSPECTION**

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**15.0 ENFORCEMENT**

15.1. In the event that suit is brought upon this Agreement to enforce its terms, the substantially prevailing Party shall be entitled to its reasonable attorneys' fees and related court costs.

15.2. Colorado law shall apply to the construction and enforcement of this Agreement. The Parties agree to the jurisdiction and venue of the State courts of Montezuma County in connection with any dispute arising out of or in any matter connected with this Agreement.

**16.0 INTEGRATION AND AMENDMENT**

This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.

**17.0 COMPLIANCE WITH LAWS**

During the Term of this Agreement Contractor shall comply with the any applicable federal, state, or local laws and regulations, including, without limitation, the Americans with Disabilities Act of 1990, as enacted and amended from time to time, and all laws forbidding Contractor from discriminating against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, gender expression, disability, pregnancy, marital status, national origin, or any other status protected by applicable state or federal law.

CITY OF CORTEZ

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX C: COST PROPOSAL FORM**



**City of Cortez  
General Services  
Form SBP-6.13**

Firm Name: \_\_\_\_\_

Project No./Name: 2026 City of Cortez Parks and Recreation Master Plan

Firm Acknowledges Receipt of Addenda Numbers: \_\_\_\_\_

Firm Anticipates Services outside the United States or Colorado:\* No  Yes  If Yes see 3A below

Firm will comply with 80% Colorado Labor on project above \$500,000: Yes  No  If No see 3B below

Firm is a Service-Disabled Veteran Owned Small Business:\* No  Yes  If Yes see 3C below

**Total Proposed Cost to Fulfill Section 2.3, Scope of Work** **\$** \_\_\_\_\_

Firm's Time of Completion

a. Time Period from Notice to Proceed to Substantial Completion: \_\_\_\_\_

b. Time Period from Substantial Completion to Final Acceptance: \_\_\_\_\_

c. Total Time of Completion of Entire Project (a + b): \_\_\_\_\_

1. **BID:** Pursuant to the advertisement by the City of Cortez dated January 21, 2026, the undersigned firm hereby proposes to furnish all the labor and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied from the Bidding Documents, including the Drawings and Specifications, for the work and for the base bid indicated above. Firms should include all taxes that are applicable.
2. **EXAMINATION OF DOCUMENTS AND SITE:** The firm has carefully examined the Bidding Documents, including the Drawings and Specifications, and has examined the site of the Work, so as to make certain of the conditions at the site and to gain a clear understanding of the work to be done.
3. **PARTIES INTERESTED IN BID:** The firm hereby certifies that the only persons or parties interested in this Bid are those named herein, and that no other firm or prospective firm has given any information concerning this Bid.
  - A. If the firm anticipates services under the contract or any subcontracts will be performed outside the United States or Colorado, the firm shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Colorado and the reason why it is necessary or advantageous to go outside the United States or Colorado to perform such services. (Does not apply to any project that receives federal moneys) \*
  - B. For State Public Works projects per C.R.S. 8-17-101, Colorado labor shall be employed to perform at least 80% of the work. Colorado Labor means any person who is a resident of the state of Colorado at the time of the Public Works project. Firms

indicating that their bid proposal will not comply with the 80% Colorado Labor requirement are required to submit written justification along with the bid submission. (Does not apply to any project that receives federal moneys) \*

C. A Service-Disabled Veteran Owned Small Business (SDVOSB) per C.R.S. 24-103-211, means a business that is incorporated or organized in Colorado or maintains a place of business or has an office in Colorado and is officially registered and verified by the Center for Veteran Enterprise within the U.S. Department of Veteran Affairs. Attach proof of certification along with the bid submission. \*

D. Projects estimated to be \$1 million or more that do not receive federal funds are required to comply with the State Apprenticeship Utilization requirements C.R.S. 24-92-115

E. Projects estimated to be \$500,000 or more that do not receive federal funds are required to comply with the State Prevailing Wage requirements C.R.S. 24-92-201 through 210.

4. **BID GUARANTEE:** This Bid is accompanied by the required Bid Guarantee. Per C.R.S. §24-105-201 If the construction value is \$50,000 or greater a Bid Bond and Power of Attorney or Proposal Guaranty is required in an amount not less than 5% of the total Bid. You are authorized to hold said Bid Guarantee for a period of not more than thirty (30) days after the opening of the Bids for the work above indicated, unless the undersigned firm is awarded the Contract, within said period, in which event the City may retain said Bid Guarantee, until the undersigned firm has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond, and Insurance Policy.

5. **TIME OF COMPLETION:** The firm agrees to achieve Substantial Completion of the Project from the date of the Notice to Proceed within the number of calendar days entered above, and in addition, further agrees that the period between Substantial Completion and Final Acceptance of the Project will not exceed the number of calendar days noted above. If awarded the Work, the firm agrees to begin performance within ten (10) days from the date of the Notice to Proceed subject to Article 46, Time of Completion and Liquidated Damages of the General Conditions of the Contract, and agrees to prosecute the Work with due diligence to completion. The firm represents that Article 7D of the Contractor’s Agreement (SC-6.21) has been reviewed to determine the type and amount of any liquidated damages that may be specified for this contract.

6. **EXECUTION OF DOCUMENTS:** The firm understands that if this Bid is accepted, firm must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance within ten (10) days from the date of the Notice of Award, and that the firm will be required to sign to acknowledge and accept the Contract Documents, including the Drawings and Specifications.

7. **ALTERNATES:** Refer to the Information for Firms (SC-6.12) for Method of Award for Alternates and use State Form SBP-6.13.1 Bid Alternates form to be submitted with this bid form if alternates are requested by the institution/agency in the solicitation documents.

7. **Submit wage rates** (direct labor costs) for prime contractor and subcontractor as requested by the institution/agency in the solicitation documents.

**8. The right is reserved to waive informalities and to reject any and all Bids.**

SIGNATURES: If the Bid is being submitted by a Corporation, the Bid shall be signed by an officer, i.e., President or Vice-President. If a sole proprietorship or a partnership is submitting the Bid, the Bid shall so indicate and be properly signed.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

THE FIRM:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address (including city, state, & zip code)

\_\_\_\_\_  
Phone Number & Email Address

**APPENDIX C1: ADDITIONAL PROPOSAL INFORMATION**

City of Cortez  
 General Services Department  
 110 W. Progress Cir.  
 Cortez, CO 81321

Institution or Agency: City of Cortez

Project No./Name: 2026 City of Cortez Parks and Recreation Master Plan

- BID FORM:** Firms are required to use the Bid form attached to the bidding documents. Each firm is required to bid on all alternates and indicate the time from the date of the Notice to Proceed to Substantial Completion in calendar days, and in addition, the firm is required to indicate the period of time to finally complete the project from Substantial Completion to Final Acceptance, also in calendar days. Bids indicating times for Substantial Completion and Final Acceptance in excess of the number of days indicated in the Advertisement for Bids for completion of the entire Project may be found non-responsive and may be rejected. The bid shall not be modified or conditioned in any manner. Bids and applicable bid security shall be submitted according to the following instructions:

Two (2) hard copies, and one (1) electronic copy via USB of the proposal are due  
**3:00 PM on Wednesday, March 25, 2026**, at the following address:

110 West Progress Circle  
 Cortez, CO 81321

Submissions must be titled with the Request for Proposals (RFP) Number, RFP Title, and the Offeror's name  
 as noted below:

RFP# GS – 26– PRMP  
 Project Title: 2026 City of Cortez Parks and Recreation Master Plan  
 Company Name

- INCONSISTENCIES AND OMISSIONS:** Firms may request clarification of any seeming inconsistencies, or matters seeming to require explanation, in the bidding documents at least three (3) business days prior to the time set for the opening of Bids. Decisions of major importance on such matters will be issued in the form of addendum.
- APPLICABLE LAWS AND REGULATIONS:** The firm's attention is called to the fact that all work under this Contract shall comply with the provisions of all state and local laws, approved state building codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the work. Labor for work shall be governed by the provisions of Colorado law which are hereinafter set forth in Articles 27 and 52 of the General Conditions. This includes the requirements for apprenticeship and prevailing wage on Public Projects. The firm should be aware that reporting of embodied carbon emissions of eligible materials shall be governed by the provisions of Colorado State Law. This includes the requirements for Environmental Product Declarations (EPDs) that meet the maximum acceptable Global Warming Potential (GWP) limits as established by the Office of the State Architect.
- BID SECURITY:** A bid security of not less than 5% of the bid price is required when the price is estimated to be \$50,000 or more. Each bid must be accompanied by a bid bond or a certified check payable to the City of Cortez. No bid will be considered unless it is accompanied by the required guaranty. When the successful

firm has been identified and a Notice of Award issued the remaining bid bonds will be returned to unsuccessful firms. Upon Notice of Award, the successful firm will be required to obtain a Performance Bond and a Separate Payment Bond for 100% of its bid.

5. **TAXES:** The firm's attention is called to the fact that the Bid submitted shall exclude all applicable federal excise or manufacturers' taxes and all state sales and use taxes as hereinafter set forth in Article 9.3 of the GENERAL CONDITIONS.
6. **OR EQUAL:** The words "OR EQUAL" are applicable to all specifications and drawings relating to materials or equipment specified. Any material or equipment that will fully perform the duties specified, will be considered "equal", provided the bid submits proof that such material or equipment is of equivalent substance and function and is approved, in writing. Requests for the approval of "or equal" shall be made in writing at least five (5) business days prior to bid opening. During the bidding period, all approvals shall be issued by the Architect/Engineer in the form of addenda at least two (2) business days prior to the bid opening date.
7. **ADDENDA:** Owner/architect-initiated addenda shall not be issued later than two (2) business days prior to bid opening date. All addenda shall become part of the Contract Documents and receipt must be acknowledged on the Bid form.
8. **METHOD OF AWARD - LOWEST RESPONSIBLE FIRM:** If the bidding documents for this project require alternate prices, additive and/or deductible alternates shall be listed on the alternates bid form provided by the Principal Representative. Firms should note the Method of Award is applicable to this Bid as stated below.
  - a. **DEDUCTIBLE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident firm preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid combined with deductible alternates, deducted in numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The subtraction of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be subtracted from the base bid of each firm within funds available for purposes of determining the lowest responsible firm.
  - b. **ADDITIVE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident firm preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid plus all additive alternates added in the numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The addition of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be added to the base bid of each firm within funds available for purposes of determining the lowest responsible firm.
  - c. **C. DEDUCTIBLE AND ADDITIVE ALTERNATES:** Additive alternates will not be used if deductible alternates are used, and deductible alternates will not be used if additive alternates are used.
9. **NOTICE OF CONTRACTOR'S SETTLEMENT:** Agencies/institutions must indicate in the initial Solicitation (Advertisement for Bids, Documented Quotes, or Requests for Proposals) whether settlement will be advertised in newspapers or electronic media.

**APPENDIX D: PERFORMANCE BOND**

STATE OF COLORADO  
COUNTY OF MONTEZUMA

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, hereinafter called the Principal, and \_\_\_\_\_, a corporation duly organized under the laws of the State of Colorado, AND AUTHORIZED TO TRANSACT BUSINESS WITHIN THE STATE OF COLORADO, hereinafter called the Surety, are held and firmly bound unto the City of Cortez, hereinafter called the Owner, and unto all persons, firms and corporations who may furnish materials for, or perform labor upon the improvements hereinafter referred to in the sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_) in lawful money of the United States, to be paid to the order of the Owner, for payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Agreement with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D., a copy of which is hereto attached and made a part hereof for the performance of: \_\_\_\_\_

NOW THEREFORE, if the Principal shall will, truly and faithfully perform and fulfill all the duties, obligations, undertakings, covenants, terms, conditions, and agreements of this contract, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and during the life of any warranty required under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason or failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, including cost for additional legal fees or engineering services, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials, equipment and cost of rentals for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, then this obligation shall be void; otherwise, as to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in the 22<sup>nd</sup> Judicial District, District Court, Montezuma County, State of Colorado. The Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, or alteration of the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

PRINCIPAL \_\_\_\_\_ (seal)

By \_\_\_\_\_ Attest \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

SURETY \_\_\_\_\_ (seal)

By \_\_\_\_\_ Attest \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

**APPENDIX E: PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the State of Colorado, AND AUTHORIZED TO TRANSACT BUSINESS WITHIN THE STATE OF COLORADO, as Surety, are held and firmly bound unto the City of Cortez, hereinafter called the Owner, in the penal sum of \_\_\_\_\_ DOLLARS, lawful money of the United States, for the payment of which, will and truly to be made, the said Principal and the said Surety, bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, as follows:

The condition of the above obligation is such that:

WHEREAS, the above bounded principal has heretofore on the \_\_\_\_ day of \_\_\_\_\_, 2025, entered into a written contract, a copy of which is by reference made a part hereof, with the City of Cortez for the construction of the \_\_\_\_\_ said work of construction to be done according to the requirements of said Contract.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this BOND, venue shall lie in Montezuma County, State of Colorado. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal (Contractor)

ATTEST/WITNESS:

\_\_\_\_\_  
By \_\_\_\_\_

(Its Attorney-In-Fact)

APPROVED:

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
(SEAL)

By \_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

**APPENDIX F: BID BOND**

STATE OF COLORADO  
COUNTY OF MONTEZUMA

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_, hereinafter called the Principal, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, hereinafter called the Surety, are held and firmly bound unto the City of Cortez, Colorado, hereinafter called the Oblige, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which sum will and truly to be made, the said Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, the condition of the above obligation is such that whereas the Oblige has submitted to a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the \_\_\_\_\_, jointly and severally, firmly by these presents:

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for their faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

that this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

If the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

PRINCIPAL \_\_\_\_\_ (seal)

By \_\_\_\_\_ Attest \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

SURETY \_\_\_\_\_ (seal)

By \_\_\_\_\_ Attest \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

## **APPENDIX G: LOCAL VENDOR PREFERENCE**

Adopted by Council Resolution No. 14, Series 2021

The City of Cortez supports the procurement of goods and services locally.

The Cortez City Council adopted the “Local Vendor Preference” for the procurement of goods and services on June 8, 2021, as stated below:

- Business located within the City Limits = 2.5% Vendor Preference
- Business located in Montezuma County not in City Limits = 2.0% Vendor Preference
- Total amount of preference is not to exceed \$25,000.
- In-City and County-preference cannot be combined.

“Local Vendor” is determined by:

- An established business located within the City of Cortez City limits shall be eligible for the 2.5% preference.
- An established business located within the boundaries of Montezuma County shall be eligible for the 2.0% preference.
- A business outside the City Limits or County boundaries with a sales representative who works out of his home within the City or County limits does not qualify for preference.
- Goods and services procured with the aid of grant funding and/or Federal or State of Colorado funds.

The City local vendor preference shall defer to the procurement rules of the grant or funding entity.