



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 **10:00 AM on Friday, July 24, 2026**, at which time proposals will be publicly opened and read.

Proposals are requested to support the development and formal adoption of (1) a Strategic Growth and (2) a Water Supply element to meet the intent of SB24-174. This document will provide a roadmap for the City to prioritize parcels for in-fill development, while preserving existing open space and agricultural demand, and will link existing data about water resources and infrastructure with measurable goals and policy recommendations for Cortez's future development of a Comprehensive Plan in 2027-2028.

All proposals must be submitted via the Rocky Mountain E-Purchasing System:
<https://www.bidnetdirect.com/colorado/city-of-cortez>

www.bidnetdirect.com/colorado

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: 6/17/26
 6/24/26
 7/01/26



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

REQUEST FOR PROPOSALS

RFP# GS-26-CPU:

2026 Cortez Comprehensive Plan Update Project

Due Date: Friday, July 24, 2026 @ 10:00 AM

REQUEST FOR PROPOSAL: COVER SHEET & SIGNATURE PAGE

Advertised Date:	June 17, 2026	RFP Number:	GS-26-CPU 2026 Cortez Comprehensive Plan Update Project
-------------------------	----------------------	--------------------	--

Procurement Point of Contact:	Casey Simpson csimpson@cortezco.gov (970) 564-4055	Submit Sealed Proposals to:	All proposals must be submitted via the Rocky Mountain E-Purchasing System: https://www.bidnetdirect.com/colorado/city-of-cortez
--------------------------------------	---	------------------------------------	--

Proposal Submission Deadline:	Friday, July 24, 2026 @ 10:00 AM (Mountain Daylight Time)
--------------------------------------	---

2026 Cortez Comprehensive Plan Update Project

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:

All proposals must be submitted via the Rocky Mountain E-Purchasing System:
<https://www.bidnetdirect.com/colorado/city-of-cortez>

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

GS-26-CPU

2026 Cortez Comprehensive Plan Update

Offeror's Company Name

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

TABLE OF CONTENTS

TABLE OF CONTENTS	5
SECTION 1.0 INTRODUCTION	6
GENERAL INFORMATION	6
BACKGROUND	6
OVERVIEW AND GOALS	6
ANTICIPATED CONTRACT TERM	6
SECTION 2.0 REQUIREMENTS AND SCOPE OF WORK	7
ACCESSIBILITY REQUIREMENTS	7
MANDATORY MINIMUM REQUIREMENTS	7
SCOPE OF WORK	8
SECTION 3.0 REQUESTED PROPOSAL FORMAT AND EVALUATION METHODOLOGY	9
EVALUATION PROCESS	9
EVALUATION COMMITTEE	9
PROPOSAL EVALUATION CRITERIA	10
DEMONSTRATIONS AND DISCUSSIONS	12
SINGLE PROPOSAL	12
AWARD	12
PAYMENTS	12
APPENDIX A EVALUATION OF QUALIFICATIONS FORM	14
APPENDIX A1: SUBMITTAL RANKING MATRIX FORM CSBVB/SRM	16
APPENDIX B SAMPLE PROFESSIONAL SERVICES CONTRACT	17
APPENDIX C COST PROPOSAL FORM.....	22
APPENDIX C1: ADDITIONAL PROPOSAL INFORMATION	25
APPENDIX D: LOCAL VENDOR PREFERENCE	28

SECTION 1.0 INTRODUCTION

GENERAL INFORMATION

The City of Cortez is issuing this Request for Proposals for **the 2026 Cortez Comprehensive Plan Update Project**.

BACKGROUND

In 2023, the City of Cortez, Colorado (the “City”) completed a municipal Housing Needs Assessment to define its current housing context and inform solutions for advancing residential development. Shortly thereafter the City adopted a Housing Action Plan, which utilized community input to develop an inclusive set of housing goals and priorities. The City then opted into Proposition 123, the State of Colorado’s affordable housing fund, to help address critical needs for affordable, workforce housing options in town. With DOLA grant support through the Local Planning Capacity program, the City contracted a Housing Coordinator to initiate the ratified Action Plan and help build policies and programs that would incentivize the private sector in creating affordable housing.

In 2024, the Colorado Legislative Assembly launched several pieces of legislation around housing, land use, water, and related issues. One of these laws, [SB24-174](#), requires local governments to include a Strategic Growth element and a Water Supply element into their comprehensive plans (by December 31, 2026). These particular elements must be updated at least every five years thereafter.

OVERVIEW AND GOALS

The City is seeking a qualified planning consultant to develop these elements for its Comprehensive Plan, as a guiding, interim set of chapters that will fully integrate into a new Comprehensive Planning process expected in 2027.

ANTICIPATED CONTRACT TERM

- 1.1.1. Notice of Award is anticipated to be September 9, 2026, and the project term is to end six months, or (183 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.
- 1.1.2. The City reserves the right to extend the contract duration as necessary to accommodate project delays, unforeseen site conditions, change orders, or other circumstances affecting project completion. Any extension shall be documented through a written contract amendment or change order in accordance with the contract documents.

- 1.1.3. The schedule of events for the proposal process and an outline of the schedule for the balance of the project is as follows:

Advertisement	June 17, June 24, July 1, 2026
Date Email Questions Due to csimpson@cortezco.gov	Friday, July 3, 2026 @ 5:00 PM
Date Email Answers issued	Wednesday, July 8, 2026 @ 10:00 AM
Proposals Opened	Tuesday, July 28, 2026 @ 3:00 PM
Bid Review & Vendor Scoring	Week of August 10, 2026
Finalist Interviews	Week of August 24, 2026
Memo to Council on AgendaQuick	Wednesday, September 1, 2026
Council Review of CED Recommendation	Tuesday, September 8, 2026
Notice of Award (projected)	Wednesday, September 9, 2026
Contract Approval (projected)	Tuesday, September 21, 2026
Notice to Proceed (projected)	Monday October 5, 2026
Project Completion (projected)	183 days (6 mo.) from Notice to Proceed

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

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.

MANDATORY MINIMUM REQUIREMENTS

- 2.1.2. 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:
- 2.1.2.1. Provided strategic and comprehensive consultation services within the last three (3) years for at least two (2) projects each in excess of \$50,000, utilizing

the expertise present in their Colorado office or, if unavailable, the firm's closest regional office; and

- 2.1.2.2. Demonstrated specific consulting experience in projects of similar scope and complexity.

SCOPE OF WORK

2.1.3. General Approach

- I. The City of Cortez, Colorado (the "City") seeks proposals from an independent contractor (the "Consultant") to support the development and formal adoption of (1) a Strategic Growth and (2) a Water Supply element to meet the intent of SB24-174. This document will provide a roadmap for the City to prioritize parcels for in-fill development, while preserving existing open space and agricultural demand, and will link existing data about water resources and infrastructure with measurable goals and policy recommendations for Cortez's future development of a Comprehensive Plan in 2027-2028.

II. Primary Scope:

- a. Develop and implement a community engagement strategy to inform the Strategic Growth and Water Supply Elements. The Consultant should propose an engagement approach that gathers input from residents, key stakeholders, and relevant partner organizations and integrates that feedback into policy recommendations and growth scenarios.
- b. Facilitating the creation of the City's Strategic Growth Element, including analysis and policy recommendations that meet the requirements of SB24-174 as interpreted by the Department of Local Affairs (DOLA). This will clarify the existing Comprehensive Plan as follows:
 - i. Describe the community's existing and potential policies that promote strategic growth.
 - ii. Analyze for vacant and underutilized land near transit or job centers, to aid with potential infill or redevelopment prioritization.
 - iii. Analyze non-adjacent, undeveloped land that is under consideration for future development—including infrastructure gaps, service needs, and long-term fiscal impacts.
- c. Facilitating the creation of a City Water Supply Element, including analysis and policy recommendations, to be woven into the Comprehensive Plan, which meets the requirements in Colorado statute C.R.S. 30-28-106(3)(a.5)(II) and C.R.S. 31-23-206(1.5)(c). This involves the following:
 - i. Consulting and coordinating with local water authorities and/or provider(s).
 - ii. Upgrading water conservation policies.
 - iii. Estimating a range of water supplies and facilities needed to support potential public and private development, as identified in the comprehensive plan.
 - iv. Make recommendations for future water conservation policies.
- d. Effectively integrating findings from community engagement, primary and secondary data, and existing City plans as they relate to the Three-mile area of influence, housing plans, streets plan, water conservation plans, and all capital plans for water infrastructure and supply.
- e. Additional items to be addressed overall:
 - i. Undertake a policy scan to determine whether or not existing codes are in conflict with the findings of the Strategic Growth and Water Supply elements;

- ii. Propose recommendations to City staff, Planning and Zoning Commission and Council on the findings as they relate to the future uses of water, per different growth- and climate-related scenarios,
- iii. Prepare the City to integrate the findings of the Strategic Growth and Water Supply Elements, as they relate to the various sections of the City's (forthcoming) Comprehensive Plan.
- iv. The selected Consultant will work closely with City staff throughout the Project, and is required to attend staff and stakeholder meetings, as well as deliver public presentations related to the Project. Travel expenses for meetings, professional conferences, or travel to the Cortez office are generally a non-reimbursable expense, but expenses for significant travel may be negotiated during the contracting phase.
- v. The selected Consultant will be required to enter into a professional services contract substantially similar to the sample professional services contract attached to this RFP as **Exhibit A**.
- vi. In addition to any requirement set forth in the professional services contract, the selected Consultant shall supply the following:
 - 1. Cell phone
 - 2. Laptop computer, with accompanying Microsoft Office software
 - 3. Personal vehicle
- vii. The City shall supply:
 - 1. Office space
 - 2. City email address
 - 3. Printer, scanner, and/or other office equipment
 - 4. Office supplies
 - 5. Letterhead and necessary forms

SECTION 3.0 REQUESTED PROPOSAL FORMAT AND EVALUATION METHODOLOGY

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."

EVALUATION COMMITTEE

- 3.1.1. An Evaluation Committee will be established utilizing measures to ensure the integrity of the evaluation process. These measures include the following:
 - 3.1.1.1. Selecting committee members who do not have a conflict of interest regarding this solicitation.
 - 3.1.1.2. Facilitating the independent review of proposals.
 - 3.1.1.3. Requiring the evaluation of the proposals to be based strictly on the content of the proposals.
 - 3.1.1.4. Ensuring the fair and impartial treatment of all Offerors.

- 3.1.2. 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.

PROPOSAL EVALUATION CRITERIA

3.1.3. Required Submittal Items

- 3.1.3.1. Consultant Information: The prospective Consultant's proposal should clearly indicate the trade and/or legal name of his/her business, including the state of incorporation or registration, business address, business telephone, business website, and names of persons authorized to represent the business.
- 3.1.3.2. Cover letter: Explain the Consultant's understanding of the Project, interest in the Project, how the Consultant is qualified to complete the Project, including experience working with local governments and affordable/workforce housing projects. Describe any special skills related to the Project.
- 3.1.3.3. Resumé: Provide a complete resumé, including Consultant's experience and expertise relevant to the Project.
- 3.1.3.4. References: Provide the name, phone number, address, and email for references for similar projects completed by the applicant, including any similar projects led by the proposed Project manager in this application. Colorado experience is highly preferred.
- 3.1.3.5. Summary of Understanding of Deliverables: The prospective Consultant should indicate an understanding of the requested services as described in the Scope of Work and describe how they propose to service the City in these aspects.
- 3.1.3.6. Work Plan: Describe the approach that will be used, including the tasks the prospective Consultant would complete. Explain why the proposed methodology will work best for this Project.
- 3.1.3.7. Proposed Schedule: Provide a schedule for each step/task in the Project.
- 3.1.3.8. Cost of Services and Billing Methods: Provide detailed information regarding the computation of costs for services and materials for the Project, including hourly rates (if applicant intends to bill on an hourly basis) with estimated hours per task, or describe any alternate method of proposed compensation. The City is a tax-exempt organization, so all proposals shall not include a charge for taxes. The Consultant shall be responsible for any income tax liability resulting from the compensation paid by the City for this Project. Unless authorized by the City of Cortez, travel is a non-reimbursable expense for this Project. The City shall reserve the right to accept any part or all of the Consultant's fee schedule, and to negotiate any charges contained therein, unless otherwise qualified by the Consultant. The City reserves the right to negotiate the final contract with the top three (or more) respondents in order of their ranking.

- 3.1.4. 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 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.
- 3.1.5. 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.
- 3.1.6. 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.
- 3.1.7. 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):
- 3.1.7.1. Responsiveness of Submittal to the RFP (5%): Consultant has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.
 - 3.1.7.2. Understanding of the Project and Objectives (10%): Consultant's ability to demonstrate a thorough understanding of the City's goals and objectives pertaining to this specific project, and a fully comprehensive plan to achieve successful completion of the project.
 - 3.1.7.3. Experience (10%): Consultant's proven proficiency in the successful completion of similar projects, and references from such former clients.
 - 3.1.7.4. Colorado/Rural Experience (5%): Consultant's proven proficiency in the successful completion of similar projects in Colorado and/or Rural areas in the Western U.S.
 - 3.1.7.5. Work Plan Strategy and Proposed Schedule (10%): Consultant has provided a clear description and explanation of approach for completion of the Project. Consultant has provided a detailed and reasonable schedule for each step in the process.
 - 3.1.7.6. Cost to the City (60%): Consultant has demonstrated its ability to minimize cost to the City while maximizing competent results for the City.

- 3.1.7.7. Local Presence: 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. Per City ordinance, a local business preference of 2.5% will be applied to all bid costs.

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.

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).

AWARD

- 3.1.8. A Notice of Intent to Award will be published on Colorado VSS.
- 3.1.9. 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 the Proposal Evaluation Criteria. 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.
- 3.1.10. The City reserves the right to award to multiple offerors if is determined to be in the best interest of the City.

PAYMENTS

- 3.1.11. 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.

- 3.1.12. Final payment shall be paid by the City to the Contractor forty-five (45) days after substantial competition 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.
- 3.1.13. 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
COMPETITIVE SEALED BEST VALUE BIDDING**

Name of Firm: _____

Name of Project: 2026 Cortez Comprehensive Plan Update GS-26-CPU

Evaluator No: _____ Date: _____

RFP REFERENCE MINIMUM REQUIREMENTS Y ___ N ___

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

SCORE

1. UNDERSTANDING OF THE PROJECT AND OBJECTIVES Weight¹ x Rating² = Score³

Proposal demonstrates a thorough understanding of the City's goals and objectives pertaining to this specific project, and provides a fully comprehensive plan to achieve successful completion of the project. _____ x _____ = _____

2. EXPERIENCE, PAST PERFORMANCE AND EXPERTISE

Proposal provides a proven proficiency in the successful completion of similar projects, and provides references from such former clients. _____ x _____ = _____

3. WORK PLAN STRATEGY AND PROPOSED SCHEDULE

Proposal provides a clear description and explanation of Approach for completion of the project. Proposal has provided a Detailed and reasonable schedule for each step in the process. _____ x _____ = _____

4. RESPONSIVENESS OF SUBMITTAL TO THE RFP

Submitted proposal is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP), and all of its requirements, including all forms and substance. _____ x _____ = _____

5. COLORADO / RURAL EXPERIENCE

Proposal provides proven proficiency in the successful completion of similar projects in Colorado and/or rural areas in the western U.S. _____ x _____ = _____

8. LOCAL PRESENCE

Describes what services under the 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.

SCORING DIRECTIONS:

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.

SCORING OF QUALIFICATIONS (Assume the highest score is 600)

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

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

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

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.

SCORING OF BIDS (Assume the lowest bid was \$100,000)

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

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

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

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 A1: SUBMITTAL RANKING MATRIX FORM CSBVB/SRM

QUALIFICATIONS 40 Points / BID 60 Points

INTERVIEWS: Additional 50 Points (Top Bids Only)

COMPANY NAME	QUALS SCORE ³	BID SCORE ⁴	QUALS & BID SCORE ⁵	INTERVIEW SCORE	RANK ⁶	NOTES

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 _____, a _____ (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 City desires to engage the Contractor for the purpose of supporting the development and formal adoption of (1) a Strategic Growth and (2) a Water Supply element to meet the intent of SB24-174. This document will provide a roadmap for the City to prioritize parcels for in-fill development, while preserving existing open space and agricultural demand, and will link existing data about water resources and infrastructure with measurable goals and policy recommendations for Cortez’s future development of a Comprehensive Plan in 2027-2028

2.2 The Contractor represents that it has the special expertise and background 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.

4.3 The multi-year financial obligation of the City under this Agreement is contingent upon the availability of funds appropriated by the City Council for each fiscal year budget during the term of this Agreement. 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 this Agreement 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 this Agreement immediately and shall only be obligated to pay Contractor for professional services rendered to the date of termination.

5.0 PROJECT REPRESENTATION

5.1. The City designates _____ as the responsible City staff member to serve as the City contact while the Contractor provides the Services.

5.2. The Contractor designates _____ 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 no later than the _____, 20____ (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.

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.

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.

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

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.

In WITNESS WHEREOF, the Parties have executed or caused to be executed by their duly authorized officials this Contract effective as of the Effective Date written above.

THE CITY OF CORTEZ, COLORADO:

ATTEST:

By: Drew C. Sanders
Title: City Manager

By: Danielle Wells
Title: City Clerk

CONTRACTOR: _____

Authorized Representative Signature

By: _____
Print Name

Title: _____

{SAMPLE – DO NOT SIGN}

APPENDIX C COST PROPOSAL FORM



City of Cortez
General Services
Form SBP-6.13

Firm Name: _____

Project No./Name: 2026 City of Cortez Comprehensive Plan Update Project

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 2.1.3, 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 June 17, 2026, the undersigned consultant 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 any Drawings and Specifications, for the work and for the base bid indicated above. Consultants should include all taxes that are applicable.

2. EXAMINATION OF DOCUMENTS AND SITE: The consultant has carefully examined the Bidding Documents, including any 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 consultant hereby certifies that the only persons or parties interested in this Bid are those named herein, and that no other consultant or prospective consultant has given any information concerning this Bid.

A. If the consultant anticipates services under the contract or any subcontracts will be performed outside the United States or Colorado, the consultant 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. Consultants 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 Colorado Disadvantaged Business Enterprise (DBE), 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 Colorado UCP. This includes Minority-Owned Business, Woman-Owned Business, Veteran-Owned Business, or any other officially recognized business by the UCP. 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 consultant is awarded the Contract, within said period, in which event the City may retain said Bid Guarantee, until the undersigned consultant has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond, and Insurance Policy.
- 5. **TIME OF COMPLETION:** The consultant 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 consultant agrees to begin performance within ten (10) days from the date of the Notice to Proceed, and agrees to prosecute the Work with due diligence to completion. The consultant represents that Section 4 of the Contractor's Agreement (Appendix B) 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 consultant understands that if this Bid is accepted, consultant 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 consultant will be required to sign to acknowledge and accept the Contract Documents, including any Drawings and Specifications.
- 7. **ALTERNATES:** Refer to the Information for Consultants (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.
- 8. **SUBMIT WAGE RATES** (direct labor costs) for prime contractor and subcontractor as requested by the institution/agency in the solicitation documents.
- 9. **THE RIGHT IS RESERVED TO WAIVE INFORMALITIES AND TO REJECT ANY AND ALL BIDS.**

{Signatures on Following Page}

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
Public Works
110 W. Progress Circle,
Cortez, CO 81321

Institution or Agency: City of Cortez
Project No./Name: 2026 City of Cortez Comprehensive Plan Update Project

1. **COST PROPOSAL FORM:** Consultants are required to use the Proposal Cost form attached to the bidding documents. Each consultant is required to indicate the time from the date of the Notice to Proceed to Substantial Completion in calendar days, and in addition, the consultant is required to indicate the period of time to finally complete the project from Substantial Completion to Final Acceptance, also in calendar days. Proposals indicating times for Substantial Completion and Final Acceptance in excess of the number of days indicated in the Request for Proposals for completion of the entire Project may be found non-responsive and may be rejected. The proposal shall not be modified or conditioned in any manner. Proposals shall be submitted according to the following instructions:

INSTRUCTIONS FOR BID SUBMISSION

The deadline for submission is **10:00 AM on Friday, July 24, 2026.**

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

RFP# GS – 26 – CPU
Project Title: 2026 Comprehensive Plan Update Project
Company Name

An electronic copy shall be submitted through the Rocky Mountain E-Purchasing System (RMEPS) portal at <https://www.bidnetdirect.com/colorado/city-of-cortez>

Electronic submittals must be received in the RMEPS on or before the Proposal Due Date and Time. It is the Prospective Consultant’s sole responsibility to ensure all required Proposal documents are submitted through RMEPS by the Proposal Due Date and Time. RMEPS does not allow for uploading Proposal documents after the Proposal Due Date and Time has closed.

Proposals will be time stamped by RMEPS upon receipt. After uploading the documents, bidders must click the SUBMIT button. The City of Cortez will not accept uploads that are “saved” but not “submitted.” To verify that a Proposal has been submitted successfully, bidders may contact BidNet Support or verify, via the Bid Management tab in your account, that the documents are not in “Draft” status. The City of Cortez does not have access to or control of the Vendor side of RMEPS. Please contact RMEPS at 1-800-835-4603, Option 2, for technical assistance.

2. **INCONSISTENCIES AND OMISSIONS:** Consultants may request clarification of any seeming inconsistencies, or matters seeming to require explanation, in the bidding documents due at the time and date listed above in the section titled Schedule. Decisions of major importance on such matters will be issued in the form of addendum.
3. **APPLICABLE LAWS AND REGULATIONS:** The consultant'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. This includes the requirements for apprenticeship and prevailing wage on Public Projects. The consultant 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.
4. **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 proposal will be considered unless it is accompanied by the required guaranty. When the successful consultant has been identified and a Notice of Award issued the remaining bid bonds will be returned to unsuccessful consultants. Upon Notice of Award, the successful consultant will be required to obtain a Performance Bond and a Separate Payment Bond for 100% of its bid.
5. **TAXES:** The consultant'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.
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 CONSULTANT:** 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. Consultants 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 consultant 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 consultant within funds available for purposes of determining the lowest responsible consultant.

- B. **ADDITIVE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident consultant 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 consultant within funds available for purposes of determining the lowest responsible consultant.
 - A. **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: 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.