



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

ADVERTISEMENT FOR BIDS

Sealed bids 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 Tuesday, February 10, 2026**, at which time bids will be publicly opened and read.

The project scope described in this Advertisement for Bids (AFB) requires the contractor to supply all personnel, services, equipment, and materials incidental to the execution of the work specified in the AFB for the 2026 Weed Control Services. The services must be carried out by individuals who are licensed in the State of Colorado to perform herbicide application services. In particular, the contractor is expected to deliver various weed control services through the application of herbicides, employing best management practices and integrated wildlife management techniques. Weed control services to be furnished for the City Parks Department, Golf Course, Public Works, and Municipal Airport.

Bids shall be submitted in writing and signed by the vendor or its duly authorized agent. Bids shall be submitted in sealed envelopes and marked on the outside with **“Bid: 2026 Weed Control Services”** 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 bid. The City of Cortez also reserves the right to accept any bid, in whole or in part, and to reject any or all bids if it be deemed in the best interest of the City to do so.

ADVERTISED: 1/7; 1/14; & 1/21/2026

AFB# GS-WCS-26-02

City of Cortez
General Services Department
110 West Progress Circle
Cortez, CO 81321
970.565.7320
www.cortezco.gov



ADVERTISEMENT FOR BIDS
FOR
COMPETITIVE SEALED BEST VALUE

For the
CITY OF CORTEZ
For the
2026 WEED CONTROL SERVICES
GS – WCS – 26 – 02

SEALED BIDS DUE BY 3:00 PM ON TUESDAY, FEBRUARY 10, 2026.

ADVERTISEMENT FOR BIDS (INFORMATION PACKET)
FOR
COMPETITIVE SEALED BEST VALUE

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ADVERTISEMENT FOR BIDS
FOR
COMPETITIVE SEALED BEST VALUE BIDDING

Project No: GS – WCS – 26 – 02

Project Title: 2026 Weed Control Services

Settlement Notice

For all projects with a total dollar value above \$150,000 Notice of Final Settlement is required by C.R.S. §38-26-107(1). Final Settlement, if required, will be advertised in the same location as the original solicitation.

I. GENERAL INFORMATION

A. WEED CONTROL SERVICES

The City of Cortez is in search of qualified, licensed, and insured commercial herbicide applicators to deliver weed control services for the City Parks Department, Golf Course, Public Works, and Municipal Airport. The selected applicator will engage directly with representatives from each department to schedule and carry out the tasks associated with the weed control program for each department.

The process to be used in the selection of the General Contractor is the Competitive Sealed Best Value Bidding method comprised of two steps as described in Section I (H).

B. MINIMUM REQUIREMENTS

Notice is hereby given to all interested parties that all companies will be required to meet all minimum requirements to be considered for this project. Interested bidders should be prepared to show evidence of the following to be considered as qualified, as a minimum:

1. Provided herbicide application services within the last three (3) years for at least two (2) projects utilizing the expertise present in their local office; and
2. Demonstrated specific herbicide application experience in projects of similar scope and complexity; and
3. Demonstrated bonding capability of up to one hundred percent of the project cost for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity.
4. Each bid must be accompanied by a bid bond or a certified check payable to the City of Cortez for not less than five percent (5%) of the total amount of the bid. No bid will be considered unless it is accompanied by the required guaranty. When the successful bidder has been identified and a notice of award issued, the remaining bid bonds will be returned to unsuccessful bidders.

Contractors meeting the minimum requirements may obtain the bidding documents on the website accompanying this advertisement.

WEBSITE URL: <https://www.cortezco.gov/bids.aspx>

C. SCOPE OF SERVICES

SCOPE OF WORK: 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 advertisement for bid, **2026 Weed Control Services**. Services shall be performed by individuals licensed in the State of Colorado to perform herbicide application services. Specifically, the contractor shall provide various weed control through herbicides utilizing best management practices and integrated wildlife management techniques. The City departments have conducted the following herbicide weed control services annually:

- **Public Works:** Pre-Emergent & Post-Emergent – Spring through Summer
 - Application of ground sterilant in and around City right-of-way's, curbs, gutters, and sidewalks.
- **Golf Course:** Post-Emergent – Early to Mid-Summer
 - Application of herbicide to broadleaf plants that detract from a homogeneous stand of turf grass in approximately 100 acres of the golf course tee-boxes, fairways and greens.
- **Airport:** Pre-Emergent & Post-Emergent – Spring through Summer
 - Application of herbicide along runway and taxiway edges, safety areas, helipads, and T-hangers. Application also needed on terminal and fixed based operator parking lots, in addition to the fuel farm access road and the perimeter road (as needed).
- **Parks & Recreation:** Pre-Emergent & Post-Emergent – Spring through Summer
 - Application of herbicide to broadleaf plants that detract from a homogenous stand of turf grass in various sports fields within City Parks.
 - Application of targeted weed control services for state-identified Class A, Class B, and other unattractive weed species in undeveloped areas and gravel parking lots along trails and natural open spaces.
 - Application of herbicides in high-profile, visible, locations to prevent seed germination.

Contractor will be responsible for field verification of all materials and accessories. Work performed shall be of high quality, in compliance with general accepted standards of workmanship, and in conformity with the Contract Documents.

1. **SCHEDULING:** Project shall be substantially complete and final invoiced no later than October 30, 2026.
2. **SPECIAL NOTICE TO CITY STAFF:** The Contractor will give advance notification to the City of Cortez Staff such that they can be notified of intended work schedule. A general early-warning notification will be given at least one week prior to beginning the intended work. Updates on project progress will be given to the respective department representative as requested.

List of Representatives & Contact Information

Public Works

Jason Chaffin, Public Works Superintendent
(970) 565-7320 ext. 3312
jchaffin@cortezco.gov

Golf Course

Ryan Thetga, Golf Maintenance Superintendent
(970) 565-6153 ext. 3803
rthetga@cortezco.gov

Airport

Gary Ordway, Airport Ops Foreman
(970) 565-7458 ext. 3903
gordway@cortezco.gov

Parks & Recreation

Jennifer Bandi, P&R Assistant Director
(970) 844-1024
jbandi@cortezco.gov

3. **GUARANTEE:** The contractor shall guarantee and warrant all the workmanship and materials used during the weed control services. Services shall be performed by individuals licensed by the State of Colorado to perform herbicide application services.
4. **SUB-CONTRACTOR:** The Contractor may not sub-contract more than fifty percent (50%) of the contract work. A proposed list of sub-contractors must be submitted for approval to the City prior to contract execution.
5. **PROTECTION OF PROPERTY:** The contractor shall protect all existing improvements and property from damage.
6. **TRAFFIC CONTROL:** Any closures or limitations must be reported to City Staff at least 24 hours in advance. All signing and barricades shall be in conformance with the "Manual on Uniform Traffic Control Devices" (MUTCD). Any requirements to the City from CDOT on traffic control and signing is binding on the contractor. Maintain safe pedestrian and vehicular traffic as required.
7. **ACCESS TO PRIVATE PROPERTY:** During Construction, the Contractor shall maintain reasonable access to the facilities as much as possible. Inevitably, there will be some impacts during application services. City staff should be warned of the access interruption at least 24 hours in advance.
8. **MATERIALS AND EQUIPMENT:** Materials shall be stored to assure the preservation of their quality and fitness for the work. Private property shall not be used for storage purposes without written permission of the owner or lessee. If requested, copies of such written permission shall be furnished to the Owner's Representative. All storage sites shall be restored to their original condition at the Contractor's expense. All materials shall be handled so their quality and fitness for the work is preserved. The cost of handling and placing materials shall be included in the contract price for the item. The Contractor will be held responsible for all material received until it is incorporated into the work and accepted.

D. OTHER INFORMATION

Preference shall be given to Colorado resident bidders and for Colorado labor, as provided by law. Such preference does not, however, exclude bidders from outside of Colorado.

1. **INTERPRETATIONS:** All questions about the meaning or intent of the Contract Documents shall be submitted to the City in writing. Replies will be issued by addenda, published in the bid posting. It is the responsibility of potential bidders to acknowledge any and all issued addendums in their bid submission. No acknowledgement of issued addendum(s) may disqualify contractor. Questions received after the due date for questions will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
2. **BIDDER'S QUALIFICATIONS:** The City reserves the right to make such investigations as necessary to determine the ability of bidder to perform the work as set out in the Contract Documents. The bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that the bidder is qualified to satisfy the requirements of the contract.
3. **EXAMINATION OF CONTRACT DOCUMENTS:** Prior to submitting the bid, each bidder must examine the Contract Documents thoroughly to familiarize themselves with conditions that may in any manner affect performance of the work, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting performance of the work, and carefully correlate their observations with the requirements of the Contract Documents.
4. **NOTICE TO PROCEED:** Notice to Proceed shall be issued within ten (10) days of the execution of the contracts by the Owner. Should there be reasons why the Notice to Proceed cannot be issued

within such period, the time may be extended by mutual agreement between the Owner and the Contractor.

E. SCHEDULE

The schedule of events for the AFB process and an outline of the schedule for the balance of the project is as follows:

Advertisement	January 7; 14; & 21, 2026
Bidders' Questions Due	January 26, 2026 @ 5:00 PM
Owner's Response to Bidders' Questions	January 30, 2026 @ 5:00 PM
Sealed Bids and Qualifications (Due at Public Bid Opening)	Monday, February 10, 2026 @ 3:00 PM
Written Notification and Selection Announced	February 25, 2026
Fully-Executed Contract (Anticipated)	March 16, 2026

ONE (1) HARD COPY OF THE BID IS DUE BY 3:00 PM ON TUESDAY FEBRUARY 10, 2026, AT THE FOLLOWING ADDRESS:

**110 West Progress Circle
Cortez, CO 81321**

The above schedule is tentative. Responding companies 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.

F. CLARIFICATIONS

1. Owner initiated changes to this AFB will be issued under numerically sequenced email addenda. Addenda generally consist of the following items:
 - a. Clarifications
 - b. Scope Changes
 - c. Time and/or Date Changes
2. The respondent has reviewed Appendix B and by responding has agreed that the terms and conditions of the Sample Contract are expressly workable without reservation.
3. Respondents must acknowledge all issued addenda in their bid submission.

G. SUBMITTALS OF SEALED QUALIFICATIONS AND BIDS

All submittals must comply with the following items, 1 through 6. The City retains the right to waive any minor irregularity, or requirement should it be judged to be in the best interest of the City.

1. Qualifications shall be formatted and tabbed in the exact form and numeric sequence of the Evaluation Form (1 through 8) in Appendix A. A two-sided single page cover letter addressed to Casey Simpson, Interim Public Works Director for the City of Cortez outlining the company(s) qualifications is required at the front of the submittal.
2. The bids are to include compensation for all materials, labor, equipment, and other necessary items to complete the work described in these documents, unless otherwise noted. The following bid items are to include compensation for other particular items pertinent to the

project but not listed separately as a bid item. All quantities are estimates and the actual final quantities will be field measured and agreed to for final payment. The City reserves the right to add to or delete from the quantities shown in the bid form.

3. Qualifications shall be evaluated in accordance with criteria as indicated in SECTION II. A. PREQUALIFICATION SUBMITTAL CRITERIA and ranked on the corresponding Evaluation Form in Appendix A.
4. Response to all items shall be complete.
5. All references shall be current and relevant.
6. Bids shall be submitted on the bid required form and as per the Advertisement for Bids.

H. METHOD OF SELECTION AND AWARD

The process to be used in the selection of the Construction Contracting Services is the Competitive Sealed Best Value Bidding method comprised of two steps. STEP 1 is the Submittal of Qualifications as described in Section I (G). STEP 2 is the submittal and opening of the sealed bids at a public bid opening. The City of Cortez will evaluate the qualifications. After the public bid opening and acknowledgement of the apparent low bidder, the City of Cortez will consider both qualifications and bid prices and determine the final ranking of companies with qualifications given 40% of the value of the weighted criteria and the bid price given 60%. Selection and award of this project will be by written notice and will be based on a combination of qualifications and bid price that represents the most advantageous and best overall value to the City (see enclosed Schedule in Section D.2). After selection and award all bids, qualifications and ranking documents will be made available to the public.

II. EVALUATION OF QUALIFICATIONS

A. PREQUALIFICATION OF SUBMITTAL CRITERIA

1. TECHNICAL APPROACH TO THE PROJECT

- a. Provide a strategic project approach summary discussing how your company will provide successful Weed Control Services for this project. Includes a statement of qualifications to perform the required work in the State of Colorado, including State of Colorado registration certificates and numbers.
- b. Provide a detailed description of how your company will select qualified Subcontractors and manage them effectively on this project.

2. EXPERIENCE, PAST PERFORMANCE AND EXPERTISE

- a. Provide a description of successful prior Weed Control Contracts, including performance in the areas of cost, quality control, schedule, compliance with plans and specifications and adherence to applicable laws and regulations as performed by your company and by your Subcontractors. Includes qualifications of the company and assigned personnel, including necessary Federal and State licenses.

3. PROJECT MANAGEMENT PLAN

- a. Provide a description of the composition and management structure of your company. Identify the company's roles and responsibilities and relevant technical expertise and experience of the key management personnel that will be used on this project. Provide a description and separate graphic organizational chart complete with working titles identifying the lines of authority, responsibility and coordination between your company and your Subcontractors and,
- b. Describe the proposed project schedule, quality control program, financial resources, equipment to be used on this project and its current location, and any other information or

resources that demonstrates your company's competency to perform this work. Includes information on chemicals based on their purpose – pre-emergent, post-emergent, ground sterilant, etc.

4. STAFFING PLAN

- a. Provide a detailed staffing plan of key management personnel to be assigned to this project from your company and your Subcontractors and identify the time commitments and all current office locations.

5. SAFETY PLAN AND SAFETY RECORD

- a. Describe your company's safety program and provide your company's safety record over the last ten years.

6. JOB STANDARDS

- a. Demonstrate on past projects examples how a high quality of workmanship was achieved, and industry standards of care were achieved and,
- b. Describe the company's method of personnel procurement, employment of Colorado workers, work force development and long-term career opportunities of workers and,
- c. Describe the company's availability of training programs, including apprenticeships approved by the United States Department of Labor and,
- d. Describe the benefits provided to workers, including healthcare and defined benefit or defined contribution retirement benefits, and whether the company pays industry-standard wages.

7. AVAILABILITY AND USE OF DOMESTICALLY PRODUCED GOODS

- a. Describe how your company intends to use domestically produced iron, steel, and related manufactured goods in this project.

8. LOCAL PRESENCE

- a. Describe where your organization is headquartered and any offices within the region.
- b. Described the staffing numbers at each office.
- c. Offices located in the City of Cortez will be given greatest preference. Distance from Cortez will then be evaluated accordingly.

III. BID FORM INFORMATION

- A. After submission of the Sealed Qualifications, those companies intending to submit a sealed bid are required to use the Bid Form SBP-6.13 (Appendix C1-C4).
- B. This AFB document, it's appendices, and any written addenda issued prior to the bid opening, and written clarifications shall serve as the only basis for bid.
- C. The bidder, by submitting this bid, does hereby accept that minor changes by the City to the exhibited contract and its exhibits, which do not adversely affect the bidder, shall not be cause for withdrawal or modification of the amounts submitted herein. Exceptions to the AFB documents and/or modification of the bid may render the proposal non-responsive.
- D. Upon due consideration and review of this document along with its appendices, written addenda, and written clarifications prior to the bid opening, the respondent does hereby submit the following bid, consistent with the schedules provided in the Scope of Services.

APPENDIX A EVALUATION OF QUALIFICATIONS FORM COMPETITIVE SEALED BEST VALUE BIDDING

Name of Company: _____

Name of Project: _____

Evaluator No: _____ Date: _____

AFB REFERENCE MINIMUM REQUIREMENTS

Y ____ N ____

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

SCORE

Weight₁ x Rating₂ = Score₃

1. TECHNICAL APPROACH TO PROJECT

- ☐ Provide a strategic project approach summary discussing how your company will provide successful Weed Control Services for this project. Includes a statement of qualifications to perform the required work in the State of Colorado, including State of Colorado registration certificates and numbers. Includes qualifications of the company and assigned personnel, including necessary Federal and State licenses. _____ x _____ = _____
- ☐ Provide a detailed description of how your company will select qualified Sub-Contractors and manage them effectively on this project. _____ x _____ = _____

2. EXPERIENCE, PAST PERFORMANCE AND EXPERTISE

- ☐ Provide a description of successful prior Weed Control Contracts, including performance in the areas of cost, quality control, schedule, compliance with contract documents and adherence to applicable laws and regulations as performed by your company and by your Subcontractors Includes qualifications of the company and assigned personnel, including necessary Federal and State licenses. _____ x _____ = _____

3. PROJECT MANAGEMENT APPROACH

- ☐ Provide a description of the composition and management structure of your company. Identify the company's roles and responsibilities and relevant technical expertise and experience of the key management personnel that will be used on this project. Provide a description and separate graphic organizational chart complete with working titles identifying the lines of authority, responsibility and coordination between your company and your Subcontractors and, _____ x _____ = _____
- ☐ Describe the proposed project schedule, quality control program, financial resources, equipment to be used on this project and its current location, and any other information or resources that demonstrates your company's competency to perform this work. Includes information on chemicals based on their purpose – pre-emergent, post-emergent, ground sterilant, etc. _____ x _____ = _____

4. STAFFING PLAN

- ☐ Provide a detailed staffing plan of key management personnel to be assigned to this project from your company and your Subcontractors and identify the time commitments and all current office locations. _____ x _____ = _____

5. SAFETY PLAN AND SAFETY RECORD

- ☐ Describe your company's safety program and provide your company's safety record over the last ten years.

Weight₁ x Rating₂ = Score₃

_____ x _____ = _____

6. JOB STANDARDS

- ☐ Demonstrate on past project examples how a high quality of workmanship was achieved and industry standards of care were achieved and,
- ☐ Describe the company's method of personnel procurement, employment of Colorado workers, work force development and long-term career Opportunities of workers and,
- ☐ Describe the company's availability of training programs, including apprenticeships approved by the United States Department of Labor and,
- ☐ Describe the benefits provided to workers, including healthcare and defined Benefit or defined contribution retirement benefits, and whether the company pays industry-standard wages.

_____ x _____ = _____

_____ x _____ = _____

_____ x _____ = _____

_____ x _____ = _____

7. AVAILABILITY AND USE OF DOMESTICALLY PRODUCED GOODS

- ☐ Describe how your company intends to use domestically produced goods in this project.

_____ x _____ = _____

8. LOCAL PRESENCE

- ☐ Describe where your organization is headquartered and any offices within the region.

_____ 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.

APPENDIX A1 – 2026 WEED CONTROL SERVICES SCORING MATRIX

SUBMITTAL RANKING MATRIX FORM CSBVB/SRM

QUALIFICATIONS 40% / BID 60%

COMPANY NAME	QUALS SCORE ³	BID SCORE ⁴	QUALS & BID SCORE ⁵	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 *{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 advertisement for bid, **2026 Weed Control Services**. Services shall be performed by individuals licensed in the State of Colorado to perform herbicide application services. Specifically, the contractor shall provide various weed control through herbicides utilizing best management practices and integrated wildlife management techniques.

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 no later than October 30, 2026 (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

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: _____

SAMPLE – DO NOT SIGN

APPENDIX C1 BID FORM – PUBLIC WORKS WEED CONTROL SERVICES



City of Cortez General Services

Bidder Name: _____

Project No./Name: 2026 Weed Control Services _____

Bidder Acknowledges Receipt of Addenda Numbers:

Bidder Anticipates Services outside the United States or Colorado:*

No ☐ Yes ☐ If Yes see 3A below

Bidder is a Service-Disabled Veteran Owned Small Business:*

No ☐ Yes ☐ If Yes see 3C below

1. Chemicals to be used for control of identified weeds and treatment location

a. _____

b. _____

c. _____

2. Chemical Cost

a. _____

b. _____

c. _____

Total Chemical Cost _____

3. Application Cost Per Hour _____

4. Application Cost Per Acre _____

APPENDIX C2 BID FORM – GOLF COURSE WEED CONTROL SERVICES



City of Cortez General Services

Bidder Name: _____

Project No./Name: 2026 Weed Control Services _____

Bidder Acknowledges Receipt of Addenda Numbers:

Bidder Anticipates Services outside the United States or Colorado:*

No ☐ Yes ☐ If Yes see 3A below

Bidder is a Service-Disabled Veteran Owned Small Business:*

No ☐ Yes ☐ If Yes see 3C below

1. Chemicals to be used for control of identified weeds and treatment location

a. _____

b. _____

c. _____

2. Chemical Cost

a. _____

b. _____

c. _____

Total Chemical Cost _____

3. Application Cost Per Hour _____

4. Application Cost Per Acre _____

APPENDIX C3 BID FORM – AIRPORT WEED CONTROL SERVICES



City of Cortez

General Services

Bidder Name: _____

Project No./Name: 2026 Weed Control Services _____

Bidder Acknowledges Receipt of Addenda Numbers:

Bidder Anticipates Services outside the United States or Colorado:*

No ☐ Yes ☐ If Yes see 3A below

Bidder is a Service-Disabled Veteran Owned Small Business:*

No ☐ Yes ☐ If Yes see 3C below

1. Chemicals to be used for control of identified weeds and treatment location

a. _____

b. _____

c. _____

2. Chemical Cost

a. _____

b. _____

c. _____

Total Chemical Cost _____

3. Application Cost Per Hour _____

4. Application Cost Per Acre _____

APPENDIX C4 BID FORM – PARKS & RECREATION WEED CONTROL SERVICES



City of Cortez General Services

Bidder Name: _____

Project No./Name: 2026 Weed Control Services _____

Bidder Acknowledges Receipt of Addenda Numbers:

Bidder Anticipates Services outside the United States or Colorado:*

No ☐ Yes ☐ If Yes see 3A below

Bidder is a Service-Disabled Veteran Owned Small Business:*

No ☐ Yes ☐ If Yes see 3C below

1. Chemicals to be used for control of identified weeds and treatment location

a. _____

b. _____

c. _____

2. Chemical Cost

a. _____

b. _____

c. _____

Total Chemical Cost _____

3. Application Cost Per Hour _____

4. Application Cost Per Acre _____

APPENDIX D BID FORM INFORMATION

1. **BID:** Pursuant to the advertisement by the City of Cortez, the undersigned bidder 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, for the work and for the base bid indicated above. Bidders should include all taxes that are applicable.
2. **EXAMINATION OF DOCUMENTS AND SITE:** The bidder has carefully examined the Bidding Documents, including any Drawings and Specifications, so as to make certain of the conditions and to gain a clear understanding of the work to be done.
3. **PARTIES INTERESTED IN BID:** The bidder hereby certifies that the only persons or parties interested in this Bid are those named herein, and that no other bidder or prospective bidder has given any information concerning this Bid.
 - A. If the bidder anticipates services under the contract or any subcontracts will be performed outside the United States or Colorado, the bidder 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. 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. *
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 bidder is awarded the Contract, within said period, in which event the City may retain said Bid Guarantee, until the undersigned bidder has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond, and Insurance Policy.
5. **TIME OF COMPLETION:** The bidder 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 bidder 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 bidder 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 bidder understands that if this Bid is accepted, bidder 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 bidder will be required to sign to acknowledge and accept the Contract Documents, including the Drawings and Specifications.
7. **ALTERNATES:** Refer to the Information for Bidders (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.**

APPENDIX E BID FORM SIGNATURE PAGE

Include this form with Appendices C1-C4. Failure to include this form with the appropriate bid form appendices could result in bidder disqualification.

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 BIDDER:

Company Name

Address (including City, state and zip)

Phone number: _____

Email: _____

Name (Print) and Title

Signature

APPENDIX F ADDITIONAL INFORMATION FOR BIDDERS



City of Cortez

General Services Department

110 West Progress Circle, Cortez, CO 81321

Institution or Agency: City of Cortez

Project No./Name: 2026 Weed Control Services

-
1. **BID FORM:** Bidders are required to use the Bid form attached to the bidding documents. Each bidder is required to bid on all alternates. Signature page shall be included within the submitted bid package and be signed by the vendor or its duly authorized agent. The bid shall not be modified or conditioned in any manner. Bids and applicable bid security shall be submitted according to the following instructions:

E. INSTRUCTIONS FOR BID SUBMISSION

One (1) hard copy of the bid is due by 3:00 PM Tuesday February 10, 2026, at the following address:

110 West Progress Circle

Cortez, CO 81321

Submissions must be titled with the Advertisement for Bid (AFB) Number, AFB Title,

and the Offeror's name as noted below:

AFB# GS – WCS – 26 – 02

Project Title: 2026 Weed Control Services

Company Name

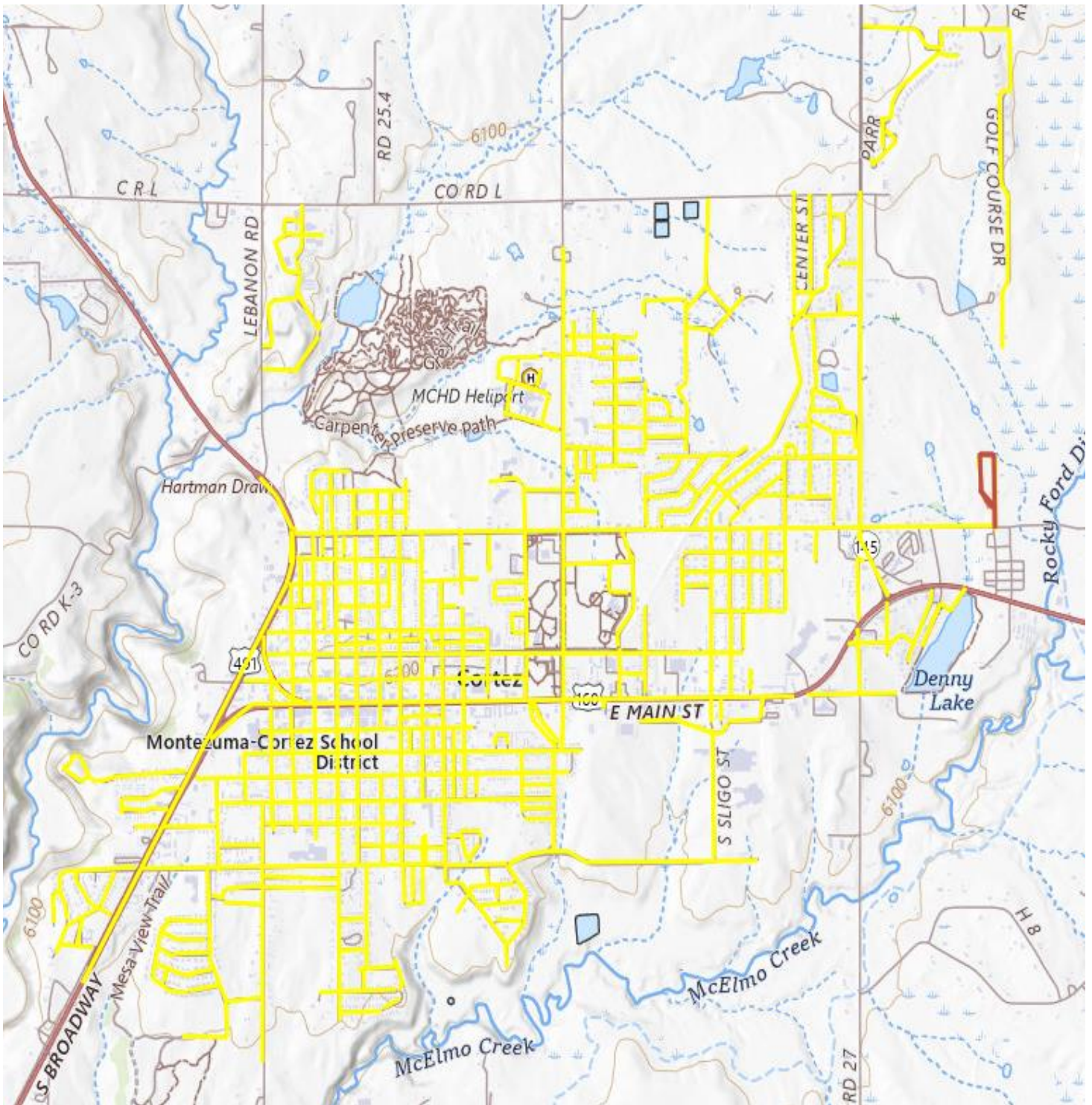
2. **INCONSISTENCIES AND OMISSIONS:** Bidders may request clarification of any seeming inconsistencies, or matters seeming to require explanation, in the bidding documents at least three (3) business days prior to the time set for the opening of Bids. Decisions of major importance on such matters will be issued in the form of addendum.
3. **APPLICABLE LAWS AND REGULATIONS:** The bidder'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 bidder 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 bid will be considered unless it is accompanied by the required guaranty. When the successful bidder has been identified and a Notice of Award issued the remaining bid bonds will be returned to unsuccessful bidders. Upon Notice of Award, the successful

bidder will be required to obtain a Performance Bond and a Separate Payment Bond for 100% of its bid.

5. **TAXES:** The bidder'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 BIDDER:** 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. Bidders 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 bidder 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 bidder within funds available for purposes of determining the lowest responsible bidder.
 - B. **ADDITIVE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident bidder 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 bidder within funds available for purposes of determining the lowest responsible bidder.
 - 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 G WEED CONTROL LOCATION MAPS

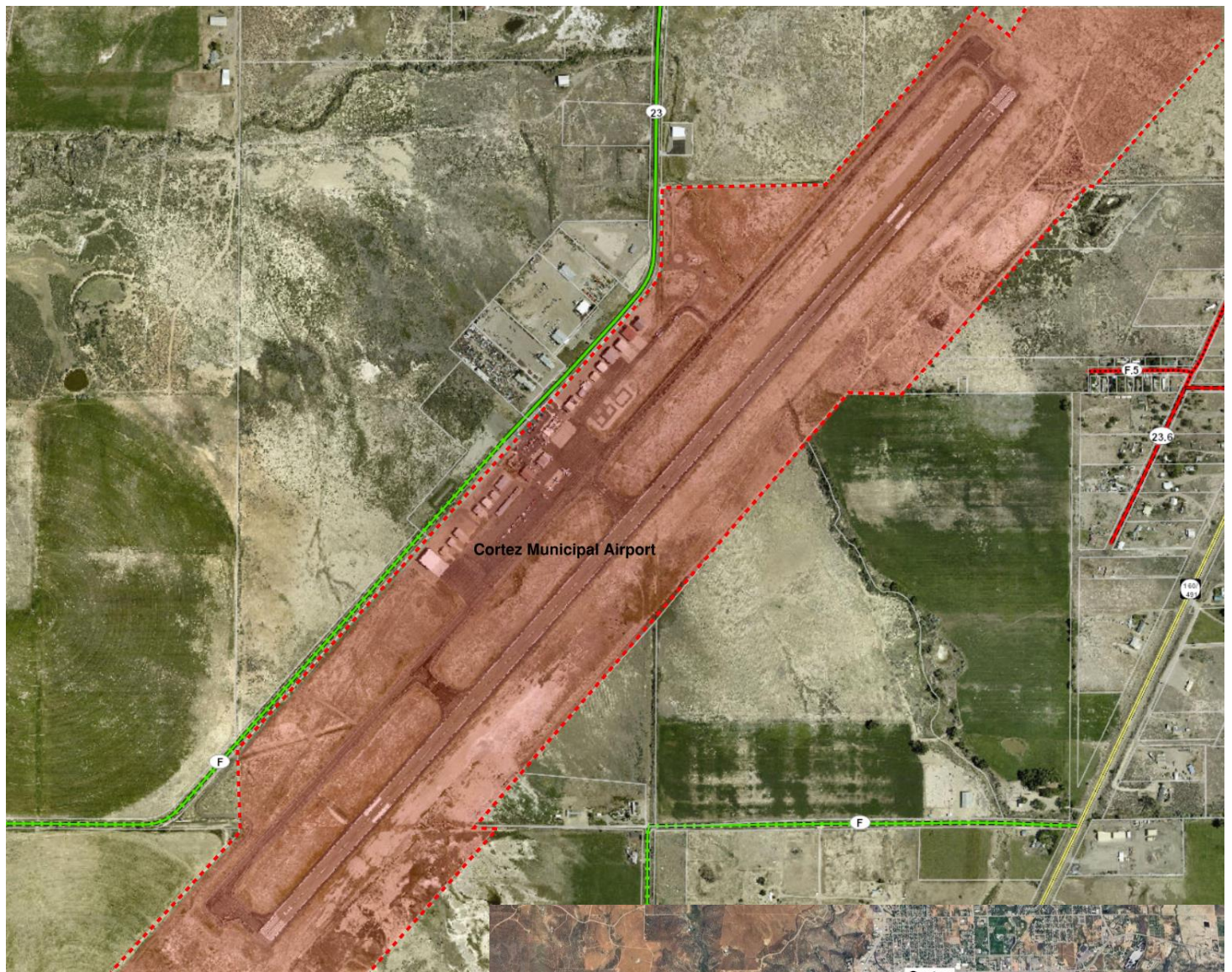
Public Works – Streets Map



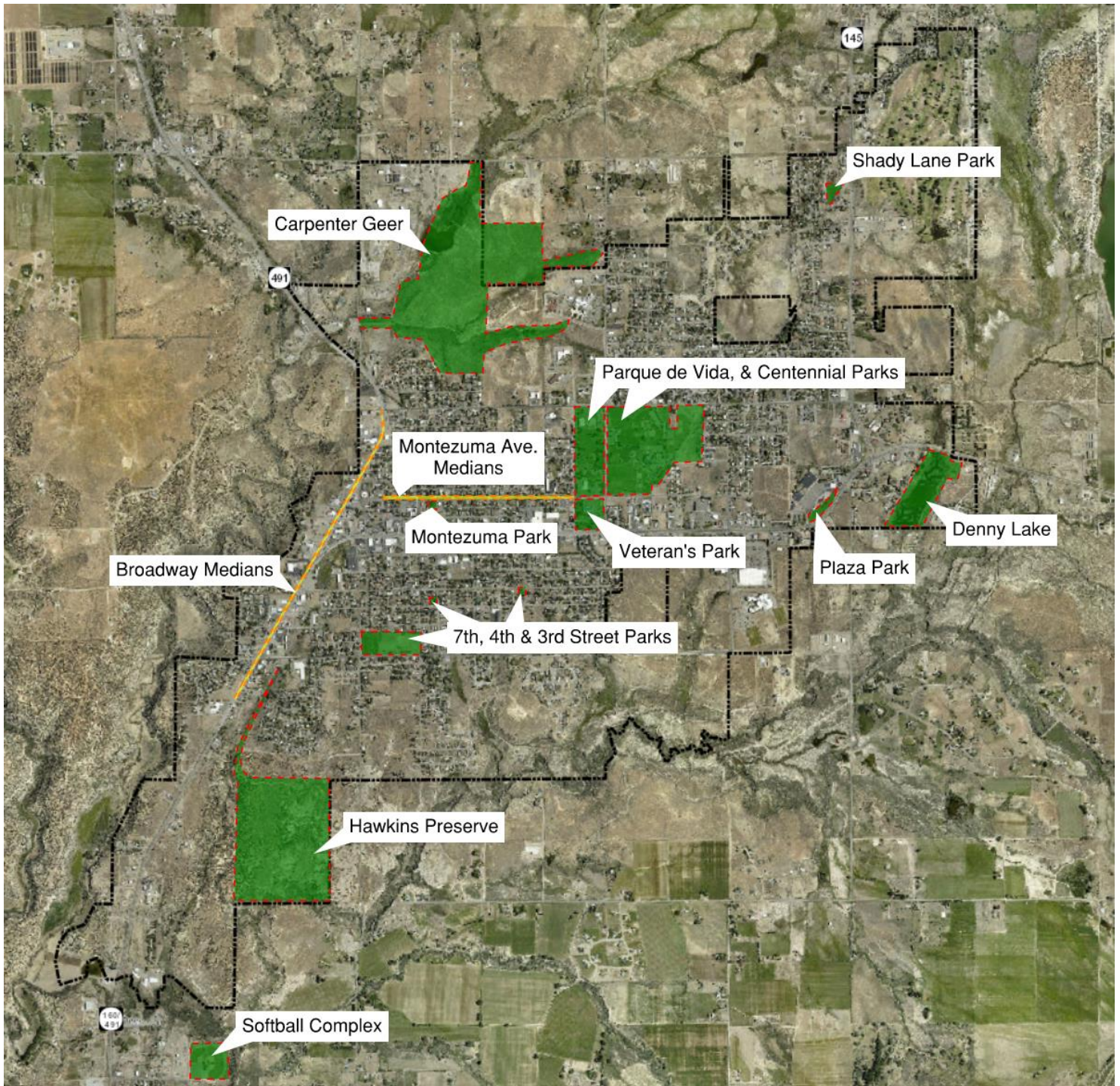
Golf Course – Conquistador Golf Course



Cortez Municipal Airport Map



Parks & Recreation – Parks, Medians, and Natural Areas Map



APPENDIX H 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 22nd 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 I 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 J 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 Obligee, 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 Obligee 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 Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee 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 Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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 K 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.