City of Cortez
General Services Department

REQUEST FOR QUALIFICATIONS & EXPERIENCE

FOR

CITY OF CORTEZ ON-CALL PLANNING SERVICES

RFQ Number:	GS-26-OCPS
Project / Purchase Title:	City of Cortez On-Call Planning Services
Issuing Department:	General Services / Community & Economic Development
Issue Date:	10/21/2026
Submission Due Date & Time:	11/17/2026 @ 3:00 p.m.

Disclaimer: *This document constitutes a public record unless the firm has specifically identified sections of the submission that contain proprietary information that the firm desires to keep confidential. The entire proposal cannot be labeled as proprietary. Identify any proprietary information and corresponding page numbers in the proposal. Should this record become subject to public inspection, all proprietary information will be redacted.*

Proprietary information means information developed, created, or discovered by a person, or that became known by or was conveyed to the person, that has a commercial value in the person's business and includes domain names, trade secrets, copyrights, ideas, techniques, inventions, and other information relating to designs, configurations, documentation recorded data, schematics, circuits, mask works, layouts, source code, object code, master works, master databases, algorithms, flow charts, formulas, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, intellectual property include patent applications, and information concerning a person's actual or anticipated business, research, or development.

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I. GENERAL INFORMATION

A. Description

The City of Cortez is requesting statements of qualifications and experience from experienced planning and land use consulting firms to provide on-call planning services to support the Community and Economic Development Department. The selected consultant will serve as an extension of City staff and provide professional planning expertise on an as-needed basis to assist with current planning activities, development review, public meetings, land use regulations, and special planning projects.

The City intends to establish one or more Professional Services Agreements with qualified firms capable of delivering timely, responsive, and cost-effective planning services while maintaining consistency with the City's goals, policies, development regulations, and community vision. The resulting agreement will provide the City with access to technical planning resources without the need for full-time staffing and will ensure continuity of planning services and development review activities.

B. Minimum Requirements

All responding firms must meet the following minimum qualifications to be considered responsive:

- Must be licensed and in good standing in state of registration;
- Must have provided comparable goods or services for at least three (3) years; and
- Must comply with all applicable federal, state, and local laws and regulations.

Firms meeting the minimum requirements may obtain bidding documents at the following links:

Bid Postings • Cortez, CO • CivicEngage (*https://www.cortezco.gov/bids.aspx*)
City of Cortez - Bid Opportunities and RFPs | BidNet Direct (*https://www.bidnetdirect.com/colorado/city-of-cortez*)

C. Estimated Budget

The City anticipates utilizing services on an as-needed basis. No minimum amount of work is guaranteed. Respondents shall provide hourly rates and fee schedules for all proposed personnel in Appendix A.

D. Contact / Questions

All questions regarding this RFQ must be submitted in writing via email to:

Jason Armstrong, Deputy Director of Community & Economic Development: jarmstrong@cortezco.gov
Casey Simpson, Public Works & General Services Director: csimpson@cortezco.gov

Questions must be received no later than the date shown in the Schedule (Section III). Verbal inquiries will not be accepted. Answers to submitted questions will be distributed to all firms as written addenda.

II. SCOPE OF WORK

A. Overview

The City of Cortez has historically relied on contracted planning support to supplement internal staff resources and assist with development review, planning commission support, and related planning services. As the City continues to experience development activity and evolving community needs, it seeks to competitively procure on-call planning services through a qualifications-based selection process. The selected consultant(s) will provide professional planning services under a task-based, on-call arrangement and will be expected to respond to assignments as requested by the City.

Services may include assistance with current planning functions, preparation of staff reports, public meeting support, zoning and land use code updates, development review, economic development initiatives, and long-range planning efforts. The City desires a consultant team with demonstrated experience working with municipalities, familiarity with Colorado land use practices, strong communication skills, and the ability to coordinate effectively with City staff, applicants, elected officials, and the public.

B. Scope Specifics

The selected consultant shall provide professional planning services on an on-call, as-needed basis. Work assignments may include, but are not limited to, the following:

Current Planning and Development Review

- **a.** Review development applications for compliance with the City's Land Use Code, zoning regulations, and adopted plans.
- **b.** Evaluate rezoning requests, conditional use permits, variances, subdivisions, site plans, annexations, and other land use applications.
- **c.** Prepare written planning analyses, findings, recommendations, and staff reports.
- **d.** Provide technical planning guidance to City staff and applicants.
- **e.** Assist with interpretation and application of development regulations.

Pre-Application and Applicant Assistance

- **a.** Participate in pre-application meetings with prospective developers and property owners.
- **b.** Provide planning guidance regarding development requirements, permitting processes, and applicable regulations.
- **c.** Assist City staff in responding to planning-related inquires from the public and development community.

Planning Commission and City Council Support

- **a.** Attend Planning and Zoning Commission meetings, City Council meetings, work sessions, and public hearings as requested.
- **b.** Present staff reports, recommendations, and planning analyses.
- **c.** Assist with meeting preparation, agenda materials, and follow-up documentation.
- **d.** Provide expert planning testimony and professional recommendations when required.

Land Use Code and Regulatory Updates

- **a.** Assist the City in reviewing and updating zoning regulations, subdivision regulations, development standards, forms, permits, and administrative procedures.
- **b.** Prepare draft amendments and supporting documentation.
- **c.** Conduct research and provide recommendations regarding planning best practices, state requirements, and emerging planning trends.
- **d.** Assist with public outreach and stakeholder engagement related to code updates.

Long-Range and Special Planning Projects

- **a.** Assist with comprehensive planning initiatives, corridor studies, neighborhood plans, downtown revitalization efforts, economic development planning, housing studies, and related projects.
- **b.** Conduct planning analyses, research, data collection, and stakeholder coordination.
- **c.** Prepare technical memoranda, reports, maps, and planning recommendations.
- **d.** Perform special projects authorized by the City through written task orders.

Coordination and Reporting

- **a.** Coordinate regularly with Community and Economic Development staff regarding project status and workload.
- **b.** Maintain responsiveness to City requests and established timelines.
- **c.** Provide progress updates and work summaries as requested.

d. Track hours and expenditures by task assignments.

e. Submit invoices and supporting documentation in accordance with the Professional Service Agreement.

Expected Deliverables

Depending on assignment, deliverables may include:

a. Staff reports and planning recommendations.

b. Development review comments and application analyses.

c. Meeting attendance and presentations.

d. Draft and final Land Use Code amendments.

e. Technical memoranda and planning studies.

f. Public outreach materials.

g. Comprehensive planning documents.

h. Special project reports and recommendations.

i. Monthly activity summaries and supporting invoice documentation.

C. Other Requirements

- Insurance Requirements are listed in Section 7 of the Sample Professional Services Agreement (Appendix C) including General Liability, Automobile Liability, and Professional Liability Insurance.
- Preference shall be given to Colorado resident vendors and for Colorado labor, as provided by law (see Appendix D – Local Vendor Preference).

III. SCHEDULE

The following schedule governs this RFQ. Dates are subject to change; firms will be notified of any changes via written addenda.

Event	Date / Timeframe
RFQ Advertisement / Release Date	October 21, 2026
Questions Due (Email)	November 5, 2026 @ 5:00 pm
Answers / Addenda Issued (City Website & BidNet)	November 12, 2026 @ 5:00 pm
Submissions Due (Deadline)	**November 17, 2026, @ 3:00 pm**
Interview Period with Shortlisted Firms	November 19-25, 2026
Recommendation to City Council	December 8, 2026
Award Notification	December 9, 2026
Insurance and Certificates Due	December 21, 2026
Contract Fully Executed (anticipated)	December 31, 2026
Services Begin (anticipated)	January 1, 2027

The above schedule is tentative. Responding firms shall be notified of revisions in a timely manner by email.

IV. CLARIFICATIONS & ADDENDA

1. City-initiated changes to this RFQ will be issued as numerically sequenced addenda on the City Website and on the BidNet RFQ posting. Addenda may include:
   - Clarifications to the scope or specifications
   - Changes to quantities, delivery terms, or requirements
   - Changes to dates or deadlines

   Respondents must acknowledge receipt of all issued addenda in their submission: failure to do so may result in disqualification.

2. By submitting a proposal, the firm represents that it has reviewed the full contents of this RFQ and that the terms and conditions are acceptable.

V. SUBMITTAL INSTRUCTIONS

All submissions must comply with the following requirements. The City retains the right to waive minor irregularities if deemed in the City's best interest.

A. Required Submittal Contents

Each submission must include the following:

1. Completed Appendix A and B.
2. Acknowledgment of all addenda issued, if any.
3. Any technical data sheets, product literature, or other documentation required by the Scope of Work.
4. Proof of insurance, licensing, or bonding if required in Section II.

B. Submission Format

- Submissions shall be submitted as follows:

  One (1) hard copy and one (1) electronic copy via USB flash drive may be submitted in a sealed envelope and marked on the outside with “RFQ – City of Cortez On-Call Planning Services” and with the firm’s name.

  OR

  An electronic copy titled #GS-26-OCPS may also be submitted through the Rocky Mountain E-Purchasing System (RMEPS) portal at www.bidnetdirect.com/colorado/city-of-cortez.

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

  Submissions will be time stamped by RMEPS upon receipt. After uploading the documents, firms must click the SUBMIT button. The City of Cortez will not accept uploads that are “saved” but not “submitted.” To verify that a submission has been submitted successfully, firms 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.

- Physical submissions may be submitted to the following address:

  110 West Progress Circle

  Cortez, CO 81321

- Faxed submissions will not be accepted.
- Submissions received after the deadline will be rejected.

C. Completeness

Response to all items shall be complete. Incomplete submissions may be deemed non-responsive at the City's discretion.

VI. EVALUATION & AWARD

A. Evaluation Criteria

The following selection criteria will be applied in the following order of importance scored on a scale of 0 to 5:

1. Understanding of the City's Planning Needs and Scope of Services (15 Points)
2. Relevant Experience Providing Municipal Planning Services (15 Points)
3. Qualifications and Availability of Proposed Personnel (15 Points)
4. Communication, Responsiveness, and Client Service Approach (15 Points)
5. Ability to Meet Schedules, Deadlines, and Workload Demands (10 Points)
6. Capability to Perform the Full Range of Requested Services (10 Points)
7. Familiarity with Colorado Planning Practices and Rural Communities (8 Points)
8. Quality of Similar Projects and References (7 Points)
9. Understanding of the City's Unique Issues and Challenges (3 Points)
10. Demonstrated Interest and Commitment (2 Points)

TOTAL: 100 Points

A short list will be developed from submittals received. Respondents on the short list will be asked to attend an interview prior to final selection being made. City staff will contact the shortlisted firms to schedule an interview meeting. To facilitate timely coordination, each firm is requested to provide the phone number and email address of an individual best positioned to arrange interview scheduling on behalf of the firm.

Detailed Evaluation Criteria

1. **Understanding of the City's Planning Needs and Scope of Services (15 Points)**

   The consultant demonstrates a thorough understanding of the City's current and long-range planning needs, development review processes, Planning Commission support requirements, land use regulations, and on-call service expectations. The proposal clearly identifies an approach to providing responsive planning services that aligns with City objectives.

2. **Relevant Experience Providing Municipal Planning Services (15 Points)**

   Demonstrated experience providing current planning, development review, land use planning, code amendments, comprehensive planning, and public meeting support for municipalities of similar size and complexity.

3. **Qualifications and Availability of Proposed Personnel (15 Points)**

   Qualifications, certifications, experience, and availability of key personnel assigned to the City. The City will consider the depth of staff resources and the consultant's ability to provide continuity of service.

4. **Communication, Responsiveness, and Client Service Approach (15 Points)**

   Demonstrated ability to communicate effectively with clients, applicants, elected officials, boards and commissions, and the public. The consultant should demonstrate responsiveness before, during, and after project assignments and provide a clear point of contact for City staff.

5. **Ability to Meet Schedules, Deadlines, and Workload Demands (10 Points)**

   Demonstrated ability to consistently meet regulatory review timelines, public meeting schedules, and project deadlines while maintaining quality service and staying within authorized budgets.

6. **Capability to Perform the Full Range of Requested Services (10 Points)**

   The consultant's ability to provide all services identified in the Scope of Work, including development review, staff reports, meeting support, land use code updates, public engagement, and special planning projects.

7. **Familiarity with Colorado Planning Practices and Rural Communities (8 Points)**

   Knowledge of Colorado land use regulations, development review processes, rural community planning issues, and regional economic and growth trends. Experience working with communities in Southwest Colorado and the Four Corners region will be considered favorably.

8. **Quality of Similar Projects and References (7 Points)**

   Quality and success of comparable municipal planning projects and feedback received from current or former clients regarding consultant performance.

9. **Understanding of the City's Unique Issues and Challenges (3 Points)**

   The consultant's demonstrated understanding of Cortez's development patterns, housing, economic development, infrastructure coordination, growth management, and community planning challenges.

10. **Demonstrated Interest and Commitment (2 Points)**

    Evidence of preparation, familiarity with City planning documents and regulations, attendance at optional meetings, thoughtful proposal content, and commitment to a collaborative long-term relationship with the City.

B. Method of Award

The City of Cortez intends to award a Contract to the responsible firm whose submission represents the best overall value to the City and who is the most qualified firm considering the factors listed above. The consulting firm deemed most qualified to perform on-call planning services will be selected.

The City reserves the right to:

- Reject any or all submissions;
- Waive technicalities or minor irregularities;
- Accept other than the lowest-priced submission if best overall value warrants;
- Negotiate with the selected firm prior to award;
- Cancel this RFQ at any time without obligation.

Selection and award will be made by written notice. After award, submissions and evaluation documents will be made available to the public upon request.

C. Conflict of Interest & Good Faith

Respondents must declare among their team any business entity or individual who is associated with, or is in any way likely, to create a conflict of interest or a perception of conflict of interest.

The Respondent must declare that its submittal is in good faith and will disclose to the best of its knowledge, whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect.

If a Respondent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Respondent should fully disclose the circumstances to the City at the earliest possible date, and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.

Failure to comply with this provision may result in disqualification of your Proposal from the RFQ process or, if the City becomes aware of breach of this provision after the detailed Proposal has been requested, disqualification from the further processes.

City of Cortez
General Services
Cost Proposal & Rate Schedule Form

APPENDIX A

Vendor Name: _____

RFQ Number: GS-26-OCPS

Project / Purchase Title: City of Cortez On-Call Planning Services

INSTRUCTIONS TO VENDOR:

Complete all line items below. Leave no field blank — enter $0.00 if an item is not applicable. Prices must include all labor, materials, delivery, taxes, and other costs unless otherwise stated. Alternate pricing may be offered as a separate attachment.

For purposes of proposal evaluation, Respondents shall submit hourly billing rates for the personnel classifications identified below. The City will utilize a standardized evaluation scenario to compare costs among firms. The evaluation scenario is for proposal comparison purposes only and does not represent a commitment by the City to purchase any specific level of services. Actual assignments will be issued on an as-needed basis under the resulting Professional Services Agreement.

Bidder Acknowledges Receipt of Addenda Numbers: _____

Labor Category	Hourly Rate
Principal Planner / Project Director	$
Senior Planner	$
Planner II / Project Planner	$
Associate Planner	$
Planning Technician / GIS Technician	$
Administrative Support	$
Milage (If Reimbursable)	$
Printing / Reproduction	$
Other Direct Costs	$

NOTES / EXCEPTIONS:

[Vendor may note any exceptions, alternates, or clarifications here]

City of Cortez
General Services
VENDOR INFORMATION & CERTIFICATION

APPENDIX B

VENDOR INFORMATION

Company / Vendor Name:	**Contact Name:**
Mailing Address:	**City, State, Zip:**
Phone Number:	**Email Address:**
Federal Tax ID / EIN:	**Colorado Vendor Registration #:**

CERTIFICATIONS

By signing below, the authorized representative certifies on behalf of the above-named vendor that:

1. All information provided in this submission is accurate and complete;
2. The vendor is legally authorized to do business in the State of Colorado;
3. The vendor has not engaged in any collusion with other vendors in preparing this submission;
4. The vendor has reviewed the full RFQ and accepts its terms and conditions;
5. The vendor is not currently debarred or suspended from contracting with any government entity; and
6. The vendor will comply with all applicable federal, state, and local laws, ordinances, and regulations.

SIGNATURE BLOCK

Authorized Representative Signature:	**Date:**
Printed Name:	**Title:**

APPENDIX C

SAMPLE PROFESSIONAL SERVICES CONTRACT

1.0 AGREEMENT AND PARTIES

This Professional Services Contract (this "Agreement") is entered into effective the ____ day of December 2026 (the "Effective Date") by and between the City of Cortez, a Colorado home rule municipality (the "City"), and _____, (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 **On-Call Planning Services** for the City of Cortez.

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 If the term of this Agreement extends into more than one City fiscal year, and thereby creates a multi-year financial obligation of the City, then the City's financial obligations under this Agreement are 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 **Jason Armstrong**, **Deputy Director of Community & Economic Development / City Planner**, 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.

SAMPLE

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 Term").

7.0 INSURANCE

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

X Comprehensive General Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence, and ONE MILLION DOLLARS ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall contain a severability of interests provision.

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

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

The Comprehensive General Liability Policy, if required above, shall name the City of Cortez 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

SAMPLE

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.

SAMPLE

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, 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.

Agreed to by the Parties effective as of the Effective Date written above.

CITY OF CORTEZ

By: Drew C. Sanders
Title: City Manager

ATTEST:

By: Danielle Wells
Title: City Clerk

CONTRACTOR:

_____

By:

Title: _____

{Sample – Do Not Sign}

SAMPLE

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.