



Town of Parachute

222 GRAND VALLEY WAY
PARACHUTE, COLORADO
81635
(970) 285-7630
(970) 285-0292 – FAX

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REQUEST FOR QUALIFICATIONS (RFQ) COVER SHEET & SUMMARY

Date: 08/21/2026
Solicitation Number: 26-002
Project Title: Planning Services – Town Planner

General Proposal Schedule:

August 21, 2026 Issue Request for Proposal
September 14, 2026 Question Acceptance Deadline
September 21, 2026 Proposal Submittal Deadline
September 21-30, 2026 Interviews & Negotiations (if necessary)
October 8, 2026 Notice of Intent to Award

Proposals Will Be Received Until: **Monday, September 21, 2026 at 12:00 noon MT**

Please submit Qualifications Electronically:

On BidNet: [Town of Parachute - Bid Opportunities and RFPs | BidNet Direct](#)

For Additional Information, Please Contact: Travis Elliott

Town Manager
(970) 665-1147
telliott@parachute.gov



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Town of Parachute

REQUEST FOR QUALIFICATIONS (RFQ) PROJECT SCOPE & SPECIFICATIONS

I INTRODUCTION

The Town of Parachute is soliciting qualifications from experienced and qualified firms to provide comprehensive Planning Services in the role of the Town Planner. The selected firm will be expected to provide a full range of professional planning services, including traditional planning functions, while also serving as a strategic partner to the Town by providing guidance, analysis, and recommendations to enhance the Town's municipal code, development review processes, long-range planning efforts, and overall community development initiatives.

Firms responding to this Request for Qualifications (RFQ) must demonstrate the experience, technical expertise, staffing capacity, and long-term capability necessary to provide these services in a responsive, collaborative, and consistent manner throughout the term of the agreement.

The awardee for Planning Services shall be a representative of the Town and shall work closely with, and under the direction of, the Town Representative(s) to achieve the services and duties outlined herein.

II BACKGROUND

The Town of Parachute is a home-rule municipality located in western Garfield County, Colorado, along the Interstate 70 corridor approximately 45 miles east of Grand Junction. Situated in the heart of the Colorado River Valley, Parachute offers a unique blend of small-town character, scenic natural surroundings, and convenient regional access.

Originally established as a railroad community in the early 1900s, Parachute has grown into a vibrant community that serves as both a residential hub and an economic center for western Garfield County. The Town has experienced periods of growth associated with the region's energy industry while continuing to diversify its economy through commercial development, local businesses, and community investment.

Today, Parachute is home to approximately 1,500 residents and encompasses roughly 2.88 square miles. The Town is committed to thoughtful, sustainable growth that preserves its small-town identity while supporting responsible residential, commercial, and industrial development. As development opportunities continue to emerge, the Town seeks professional planning services that will assist with current planning activities, long-range planning initiatives, development review, municipal code updates, and implementation of community goals.

The Town's most recent Comprehensive Plan was updated and adopted in 2023. Following the update to the Plan, the Town updated its Land Use Code (Title 15 of the P.M.C.) in 2024. The Town's current Land Use Regulations and Zoning Map can be found online at www.parachute.gov or by following the link below:

- [Town of Parachute Municipal Code Title 15 / Adopted Land Use Regulations](#)
- [Town of Parachute Zoning Map](#)

The Town values collaborative relationships with consultants who can provide sound planning expertise, practical solutions, and strategic guidance to support the community's vision for future growth and development.

PARACHUTE

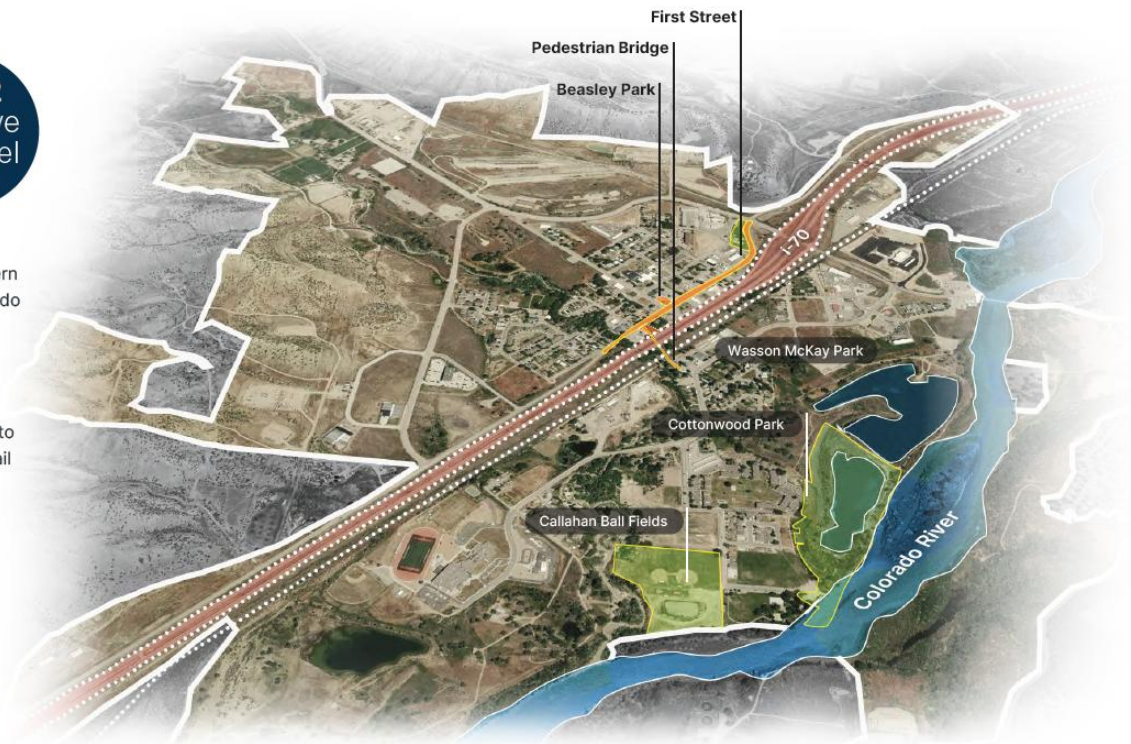
Colorado

1.81
sq.
miles

5,092
ft. above
sea level

Parachute is a small town in western Colorado located along the Colorado River in Garfield County. Known as the "Western Gateway to the Rockies," the community is known for its affordability, access to outdoor recreation, and proximity to public lands, rivers, mesas, and trail systems.

Parachute serves as a regional hub between mountain recreation areas and the energy-producing landscapes of western Colorado.



III SCOPE OF WORK & SERVICES

This Statement of Work and RFQ package includes known required services, however, other duties, additional services and/or responsibilities may be necessary.

Overview of Town's Planning Environment and Needs

- The Town's Community Development Department currently administers planning, zoning, building permitting, development review, and code administration functions.
- The Town is seeking to contract with a qualified planning firm to serve as the Town Planner and provide professional planning services on an as-needed basis.
- Planning services are anticipated to include current planning activities, development application review, site plan and subdivision review, zoning and land use interpretation, staff support, and attendance at Planning Commission and Town Council meetings, as requested.
- The selected consultant will work collaboratively with Town staff, applicants, developers, the Planning Commission, Town Council, and other public agencies to facilitate efficient and consistent development review.
- The Town utilizes the municipal code and periodically updates its zoning and development regulations. The Town desires assistance with municipal code analysis, recommendations, and updates to ensure the regulations remain effective, user-friendly, and aligned with the Town's long-term vision.
- The selected consultant may also provide guidance on comprehensive planning, capital planning coordination, annexations, special projects, grant support, community engagement, policy development, and other community planning initiatives as requested.
- Planning services will be coordinated primarily through the Community Development Department, with the expectation that the consultant will be responsive, accessible, and available to provide timely professional recommendations and technical expertise.

Planning Service Requirements

As part of this RFQ, the Town of Parachute is seeking a qualified planning consultant to provide comprehensive planning services. The following services represent the Town's current priorities; however, the selected consultant may be requested to perform additional planning-related services as needed.

Current Planning Services

Review and process development applications, including but not limited to:

- Site Plan Reviews
- Subdivision Applications
- Planned Unit Developments (PUDs)

- Conditional/Special Use Permits
- Variances
- Annexations
- Rezoning Requests
- Other land use applications as required
- Review development proposals for compliance with the Town's Municipal Code, zoning regulations, comprehensive plans, and applicable development standards.
- Prepare written staff reports, findings, recommendations, and conditions of approval for Planning Commission and Town Council consideration.
- Provide professional planning recommendations to Town staff, the Planning Commission, and the Town Council.
- Coordinate with applicants, developers, consultants, and outside agencies throughout the development review process.

Meeting Attendance and Staff Support

- Attend Planning Commission meetings as requested.
- Attend Town Council meetings when planning items are scheduled or as requested.
- Participate in pre-application meetings with applicants and Town staff.
- Provide planning consultation to Town staff during regular business hours.
- Be available to respond to planning inquiries and development-related questions in a timely manner.

Long-Range Planning and Community Development

- Assist with updates to the Town's Comprehensive Plan and other planning documents, as directed.
- Provide guidance on land use policy, growth management, and community development initiatives.
- Assist with annexation studies, special planning projects, and economic development initiatives.
- Support grant-funded planning projects and implementation efforts, when requested.

Municipal Code and Process Improvements

- Review and evaluate the Town's Municipal Code, zoning regulations, subdivision regulations, and land development processes.
- Recommend revisions to improve clarity, efficiency, consistency, and implementation of development regulations.
- Assist with drafting amendments to the Municipal Code and development regulations.
- Provide recommendations for streamlining permit review and development processes while maintaining compliance with applicable laws and regulations.

General Planning Consultation

- Provide planning and zoning interpretations as requested by Town staff.
- Research and assist the town in implementing best practices, new legislation, and emerging planning issues affecting municipalities.
- Coordinate with Town staff, legal counsel, engineering consultants, and other professional consultants as necessary.
- Provide technical planning expertise on special projects and policy matters as requested.
- Assist with preparation of Requests for Proposals (RFPs), grant applications, and other planning-related documents when requested.

General Administration

- Maintain accurate records and documentation related to planning services performed.
- Submit monthly invoices detailing hours worked, services provided, and project status.
- Participate in periodic coordination meetings with Town staff to review ongoing projects, priorities, and future planning initiatives.
- Maintain all required professional licenses and certifications applicable to the services provided.

General Qualifications:

Professional planning services shall be provided by a qualified planning consultant or firm with demonstrated experience providing municipal planning services to local governments. The selected consultant shall possess the education, experience, and professional qualifications necessary to perform the scope of services identified in this Request for Qualifications (RFQ).

The Town prefers firms with a minimum of five (5) years of experience providing planning services to municipalities, including current planning, long-range planning, development review, zoning administration, municipal code updates, and public meeting facilitation. Experience serving as a municipal or contract Town Planner for Colorado communities of similar size and complexity is highly desirable.

The selected consultant shall provide professional planning services within the Town of Parachute and its projected growth area as directed by the Town, unless otherwise agreed to in writing.

The consultant shall act in an advisory capacity and provide professional planning recommendations to the Town. The consultant shall not supervise contractors, developers, or design professionals, nor shall they be responsible for construction means and methods, project implementation, or job site safety. Nothing herein shall relieve applicants, developers, engineers, architects, surveyors, contractors, or other professionals of their respective responsibilities.

When appropriate, the consultant may assist the Town in coordinating with local, state, and federal agencies regarding planning matters, development applications, annexations, grants, or other planning-related projects. However, the consultant shall not be responsible for actions, decisions, delays, or approvals issued by outside agencies.

The selected consultant shall become familiar with and perform services in accordance with all applicable federal, state, and local laws, regulations, and adopted Town policies, including but not limited to the Town of Parachute Municipal Code, zoning regulations, subdivision regulations, comprehensive planning documents, and other development standards as amended from time to time.

IV PROPOSAL CONTENT

Proposals should not exceed eight (8) pages in length, excluding the cover letter, cover page, resumes, and required proposal forms. The page limit applies only to the firm's qualifications, experience, project approach, and other narrative content.

Interested firms shall provide, at a minimum, the following information:

Cover Letter

- A brief statement describing the firm's interest in serving as the Town Planner for the Town of Parachute.
- A discussion of the firm's qualifications, availability, and familiarity with the Town of Parachute and western Colorado, and why the firm is uniquely qualified to provide the services requested.

Firm Information

- Firm name, office location(s), mailing address, telephone number, and website.
- Primary point of contact for this proposal.
- Identification of the individual who will serve as the Town's primary planner and principal contact.

Project Team

- Organizational chart identifying personnel assigned to the Town.
- Resumes for key personnel.

- Description of each team member's role, responsibilities, and anticipated level of involvement.

Qualifications and Experience

- Description of the firm's experience providing municipal planning services.
- Experience with communities similar in size and character to the Town of Parachute.
- Experience with current planning, zoning administration, development review, municipal code updates, comprehensive planning, annexations, public engagement, and long-range planning.
- Any specialized expertise that would benefit the Town.

Scope of Services and Project Approach

- Describe the firm's overall approach to serving as the Town Planner.
- Describe how the firm will communicate and coordinate with Town staff.
- Explain the firm's process for development review, preparation of staff reports, meeting attendance, and responding to planning inquiries.
- Describe the firm's approach to municipal code analysis, process improvements, and long-range planning initiatives.
- Identify any Town resources that would be required to effectively provide services.

Fee Proposal

- Provide the firm's hourly rates for all personnel anticipated to work on Town projects.
- Describe the firm's pricing structure, including any retainer, hourly, meeting attendance, travel, or project-specific fees.
- Identify any reimbursable expenses or markups for pass through expenses.
- Provide an estimated annual cost based on the anticipated scope of services described in this RFQ.

References

- Provide three (3) to five (5) references from municipalities or public agencies for which similar planning services have been provided within the past five years.
- Include the name, contact person, title, phone number, email address, and a brief description of the services provided.

Additional Information

- Include any additional information that demonstrates the firm's qualifications, capabilities, innovative practices, or value-added services that would benefit the Town of Parachute.



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REQUEST FOR QUALIFICATIONS (RFQ) GENERAL TERMS & CONDITIONS

APPLICABILITY

The Town of Parachute ("Town") desires to solicit proposals from qualified firm(s) with the means and wherewithal to perform the scope of work contained herein to satisfactory standards. This document sets forth general information and requirements for persons and firms ("Contractors") interested in submitting "Proposals" in response to this Request for Proposals / Qualifications / Invitation to Bid ("Solicitation").

II CONTENTS OF PROPOSAL

A GENERAL CONDITIONS. Contractors are required to submit their Proposals in accordance with the following express conditions:

- 1 Contractors shall make all investigations necessary to thoroughly inform themselves regarding the conditions of the project area and work plan. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist because of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the Town or compensation to the Contractor.
- 2 Contractors advise that all Town contracts are subject to all legal requirements contained in the Town's Purchasing Policies and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
- 3 All Proposals and other materials submitted in response to this Solicitation shall become the property of the Town upon receipt and will not be returned to the Contractor. Selection or rejection will not affect this right. Information that is considered proprietary should be clearly marked as such and will be handled in accordance with applicable federal and state laws. Neither cost information nor any response in total will be considered proprietary, and Contractors should assume that all portions of their response other than proprietary information will be public records.
- 4 Unit prices / cost of services shall be provided by the Contractor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

- 5 The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that the Offers are due. Changes made to the Proposal prior to the date and time that the Offers are due shall be made in accordance with Provision IV(A) of this document.
- 6 The provisions herein are solely for the fiscal responsibility of the Town and confer no rights, duties or entitlements to Contractors.
- 7 This Solicitation is not an offer to contract.

B CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 1 Where there appears to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the technical specifications outlined in this Solicitation, the technical specifications then the Special Terms and Conditions will prevail.
- 2 If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Contractor must submit a **written request** for clarification to the Town online on BidNet.com. The Contractor submitting the request shall be responsible for ensuring that the request is received by the Town prior to the question submission deadline as established herein. All questions received prior to the deadline will be answered and published publicly online.

Any official interpretation of this Solicitation must be made by an agent of the Town who is authorized to act on behalf of the Town. The Town shall not be responsible for interpretations offered by employees of the Town who are not agents of the Town.

The Town shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda posted online with solicitation. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C PRICES CONTAINED IN PROPOSAL – DISCOUNTS, TAXES, COLLUSION

- 1 Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Contractors are encouraged to provide their prompt payment terms in the space provided on the Solicitation's Specification and Pricing Form. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the Town receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

- 2 Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Town tax identification numbers will be made available to the selected contractor.
- 3 The Contractor, by affixing its signature to this Solicitation, certifies that its Proposal is made without previous understanding, agreement, or connection either with any person, firms or corporations making a Proposal for the same items, or with the Town. The Contractor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the Town's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

III PREPARATION AND SUBMISSION OF PROPOSAL

A PREPARATION

- 1 The Proposal must be typed and provided electronically on the Town's online solicitation platform, BidNet prior to the submission deadline established herein. The link is available below.

BidNet: [Town of Parachute - Bid Opportunities and RFPs | BidNet Direct](https://www.bidnetdirect.com/colorado/townofparachute/)
<https://www.bidnetdirect.com/colorado/townofparachute/>

- 2 The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that the bids are due. Changes made to the Proposal prior to the date and time that the Offers are due shall be made in accordance with Provision IV(A) of this document.
- 3 Please note that Town Hall is closed on Fridays, and no one at Town Hall is available to accept deliveries.

IV MODIFICATION OR WITHDRAWAL OF PROPOSALS

- A MODIFICATIONS TO PROPOSALS.** Proposals may only be modified in the form of a written notice and must be received prior to the bid deadline.

V REJECTION OR ACCEPTANCE OF PROPOSALS

- A Right to Accept or Reject Proposals.** The Town may, at its sole and absolute discretion:

- 1 Reject any and all Proposals submitted by prospective Contractors or forms.
- 2 Accept additional proposals received after the deadline, if deemed in the best interest of the Town, due to extenuating circumstances, technical issues, or other errors.
- 3 Re-advertise this Solicitation.
- 4 Postpone or cancel the process.

- 5 Waive any irregularities in the Proposals received in conjunction with this Solicitation; and/or
- 6 Determine the criteria and process whereby Proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the Town.
- 7 Bids will be rejected if there is reason for believing that collusion exists among the Bidders. Participants in such collusion are subject to suspension from all future contracts with the Town.

VI AWARD OF SOLICITATION

A METHOD OF EVALUATION.

A selection committee consisting of Town Staff will be established to evaluate the qualifications of the interested firms. Award of this contract will be made to the Contractor whose Proposal will be most advantageous to the Town, subject to the Town's right to reject all Proposals, in the Town's sole discretion. In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including the following:

- The Contractor's ability, capacity and skill to perform within the specified time limits;
- The Contractor's experience, reputation, efficiency, judgment, and integrity;
- The quality, availability, and adaptability of the supplies or materials proposed;
- Contractor's past performance and experience with similar projects;
- Contractor's proposed project approach and schedule;
- Cost of service, schedule of fees, and overall value to the Town;
- Other applicable factors as the Town determines necessary or appropriate in its discretion.

The selection committee may decide to conduct interviews with interested firms in order to assist in evaluating the Proposals submitted.

B AWARD PROCEDURES.

The Town shall award the Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. The General Terms and Conditions, the Special Terms and Conditions, any technical specifications, the Proposal, and the Purchase Order or Notice of Award are collectively an integral part of any agreement between the Town and the successful Contractor. Accordingly, these documents shall be incorporated into a separate contract for services. No services shall be provided until the contract for services has been signed by the Town and no products shall be provided until a Notice to Proceed and/or Purchase Order has been delivered.

Contract(s) may be subject to Town Council approval.

A sample contract with the Town's standard conditions is attached hereto as Exhibit 1. Contractor's shall review the sample contract prior to responding to the solicitation to confirm they are able to meet the requirements and enter into a contract with the Town, if awarded.

VII INSURANCE REQUIREMENTS UPON AWARD OF CONTRACT

- A Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to secure liability insurance or by reason of its failure to secure insurance in sufficient amounts of sufficient durations, or sufficient types to cover such liability.
 - 1 Consultant shall at its own expense be required to keep in full force and effect during the term of this Agreement automobile liability and physical damage insurance for any vehicle used in performing services for the Town, in amounts not less than prescribed by the laws of the State of Colorado (currently \$25,000 per person/\$50,000 per accident bodily injury and \$15,000 per accident property damage).
 - 2 Consultant's automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interest's provision. Consultant shall be solely responsible for any deductible losses under the required policies.
 - 3 Certificates of insurance shall be provided by consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated, or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- B The policies required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.
- C The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name the Town, and its elected officials, officers, employees, and agents as additional insureds. When Worker's Compensation and Professional Liability are required, a certificate should be provided as evidence of such coverage. The policies shall provide that the Town will receive notice no less than 30 days prior to cancellation, termination or a material change to the policies.

- D The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- E 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 Town may immediately terminate this Agreement, or at its discretion, Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Town shall be repaid by Contractor to Town upon demand, or Town may offset the cost of the premiums against any monies due to Contractor from Town.
- F The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G INSURANCE CERTIFICATES

- 1 The Contractor shall, prior to commencing services, deliver to the Town Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.
- 2 These certificates will serve as an indication to the Town that the Contractor has acquired all necessary insurance; however, the Town may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.
- 3 Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by Town prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.
- 4 Worker's Compensation Insurance. Consultant shall at its own expense keep in full force and effect during the term of this Agreement Statutory Worker's Compensation Insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance under this contract. Evidence of qualified exemption or self-insured status may be substituted

VIII ADDITIONAL CONTRACTUAL OBLIGATIONS

Contracts executed pursuant to this Proposal will include, but not be limited to the following provisions:

- A **LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS.** Successful Contractors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).

- B DISPOSITION. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the Town.
- C EMPLOYEES. All employees of the Contractor shall be considered to be, at all times, employees of the Contractor, under its sole direction, and not an employee or agent of the Town. The Town may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on Town property is not in the best interest of the Town. In accordance with the Town's policy regarding the use of tobacco products, no employee of the Contractor shall be permitted to use tobacco products when performing work on Town property.
- D INDEMNIFICATION. Contracts executed pursuant to this Proposal will require the selected contractor to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the contractor's performance of the contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claims to be caused by, the negligent act, omission, or other fault of the consultant or any subcontractor of the consultant, or any officer, employee, or agent of the consultant or any subcontractor, or any person for whom the consultant is responsible. The contract shall include provisions for the consultant to defend against such claims.
- E TERMINATION FOR CONVENIENCE. The Contract shall provide that the Town may cancel the contract upon thirty days written notice for reason other than cause. This may include the Town's inability to continue with the contract due to the elimination or reduction of funding.
- F BONDS. For any contract exceeding \$100,000, the Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations. The bonds will be required to remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the Town and executed by such sureties licensed to conduct business in Colorado that are acceptable to the Town.
- G TOWN POLICY All procurement shall be conducted in accordance with the Town's Purchasing Policy (Reso 2022-27).
- H TIME IS OF THE ESSENCE and the Bidder agrees to comply with all partial completion dates and to complete the Project by the Completion Date stated on the Notice to Proceed and/or within the Contract.



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REQUEST FOR PROPOSALS SPECIAL TERMS AND CONDITIONS

QUALIFICATIONS OF CONTRACTOR/FIRM: The Town may make such investigations as deemed necessary to determine the ability of the Contractor / Firm to perform work, and the Contractor shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Town that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NON-APPROPRIATION: Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The Town shall give the Contractor written notice of such non-appropriation.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

EQUAL OPPORTUNITY: The Town of Parachute intends and expects that the contracting processes of the Town and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract. **Joint ventures are encouraged.** The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.

ADDENDUMS: Contractor is responsible for obtaining and acknowledging all subsequent addendums. Failure to submit subsequent addendum(s) shall deem the Contractor non-responsive.

COSTS INCURRED BY PROPOSER: Costs for developing a response to the Proposal, interviews, and contract negotiations are entirely the obligation of the Contractor and shall not be charged in any manner to the Town.

REQUEST FOR CLARIFICATIONS. The Town reserves the right to require clarification or further information with respect to any Proposal received, and to determine the final terms of any contract for services.



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Town of Parachute

EXHIBIT 1 – SAMPLE CONTRACT

AGREEMENT BETWEEN THE TOWN OF PARACHUTE

AND _____

TO PROVIDE PROFESSIONAL SERVICES FOR _____

THIS AGREEMENT ("Agreement") is made and entered into this XXth day of _____ 2026 by and between the **TOWN OF PARACHUTE, COLORADO**, a home rule municipality (the "Town"), and _____ ("Contractor").

WHEREAS, the Town desires that Contractor perform, and the Contractor desires to complete, the following services set forth in this Agreement; and

WHEREAS, Contractor desires to perform such services pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the Parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Services. The Town agrees to retain Contractor, and Contractor agrees to provide the following:

Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Construction Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Construction Services on the terms and conditions set forth herein. The Town reserves the right to omit any of the Construction Services identified herein upon written notice to Contractor.

Compensation.

a. Subject to annual appropriation, the Town agrees to pay Contractor for the Services in accordance with the Schedule of Standard Hourly Rates in **Exhibit C**.

b. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

Term.

a. The term of this agreement shall be for a period of five (5) years, beginning on the Effective Date, and renew annually thereafter, unless otherwise terminated per Section 11 and the conditions herein.

b. Contractor will perform Services with reasonable diligence and expediency consistent with sound professional practices.

Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the Town. A rate sheet for such sub-Contractors shall be provided to the Town.

Ownership of Instruments of Service. The Town acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the services and payment in full of all monies due to the Contractor.

Contractor agrees to provide Town with final As Built drawings of the final installation and construction of the materials in an electronic format, as deemed acceptable by the Town. Contractor further agrees that payment may be withheld by the Town, and the project deemed incomplete, until such final as built files are delivered and received by the Town.

Monitoring and Evaluation. The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. **Contractor is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

Insurance Requirements. The following insurances policies shall be required in accordance with the discretion of the Town Manager in light of the services provided under this Agreement.

a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Construction Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

c. Terms of Insurance.

(i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts

as Contractor deems reasonable for the Construction Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after 30 days prior written notice to the Town. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.

(ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

d. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption from Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as **Exhibit B** and incorporated herein by reference.

e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

Termination.

a. Generally.

(i) The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall affect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least 30 calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Construction Services performed as of the effective date of termination but shall not be liable to Contractor for anticipated profits. Contractor shall not perform

any additional Construction Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.

(ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall affect such termination by giving written notice of termination to the Town, specifying the effective date of termination, at least 60 calendar days prior to the effective date of termination.

b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Construction Services performed as of the effective date of termination but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Construction Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the Town from Contractor is determined.

Work by Illegal Aliens Prohibited. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

a. Contractor does not knowingly employ or contract with an illegal alien.

b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.

d. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(i) notify the subcontractor and the Town within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

g. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

Compliance with C.R.S. § 24-76.5-103.

a. If Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:

(i) complete the affidavit attached to this Agreement as **Exhibit C**.

(ii) attach a photocopy of the front and back of one of the valid forms of identification noted on **Exhibit C**.

b. If Contractor executes the affidavit stating that he/she is an alien lawfully present in the United States, the Town shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event the Town determines through such verification process that Contractor is not an alien lawfully present in the United States, the Town shall terminate this Agreement and shall have no further obligation to Contractor hereunder.

Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Parachute Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Garfield, State of Colorado.

Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

Assignability. Contractor shall not assign this Agreement without the Town's prior written consent.

Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Construction Services and the satisfaction, expiration, or termination of this Agreement.

Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three days after being sent by certified mail, return receipt requested:

If to the Town: Town Manager
 Town of Parachute
 222 Grand Valley Way
 Parachute, CO 81635

If to Contractor: _____

Authority. Each person signing this Agreement, **and any addendums or attachments hereto,** represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF PARACHUTE, COLORADO

By: _____

Title: _____

ATTEST:

Town Clerk

CONTRACTOR:

By: _____

Title: _____

EXHIBIT A
CONTRACTOR'S BID

EXHIBIT B

CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS' COMPENSATION LAW AND ACKNOWLEDGEMENT OF RISK/HOLD HARMLESS AGREEMENT

("Contractor") certifies to the Town of Parachute ("Town") that it is exempt from the provisions of the Colorado Workers' Compensation Act.

If Contractor has any employees who will perform the Construction Services or subsequently employs any person to perform the Construction Services as set forth in this Agreement (other than subcontractors, who are not considered employees for the purposes of workers' compensation), it agrees to provide the Town with a Certificate of Insurance as required by the Agreement indicating proof of statutory workers' compensation coverage on such persons prior to their start of work for the Town.

Contractor acknowledges that it will be engaging in activities which exposes it to the risk of bodily injury, that it is physically capable of performing the activities, and that all necessary precautions to prevent injury to Contractor and others will be taken. Contractor shall not hold the Town liable for any injuries sustained, by it or others, which may arise out of or in the course of the work performed for or on behalf of the Town, and Contractor agrees to defend, indemnify, and hold harmless the Town from all such claims.

CONTRACTOR:

By: _____

Title: _____

EXHIBIT C

AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- ___ I am a United States citizen, or
___ I am a Permanent Resident of the United States, or
___ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

INTERNAL USE ONLY Valid forms of identification
---current Colorado driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, instruction permit ---current Colorado identification card ---U.S. military card or dependent identification card ---U.S. coast guard merchant mariner card ---Native American tribal document
The following forms of identification may be accepted through February 28, 2007*
---original birth certificate from any state of the United States ---certificate verifying naturalized status by U.S. with photo and raised seal ---certificate verifying U.S. citizenship by U.S. government, e.g., U.S. passport ---order of adoption by a U.S. court with seal of certification ---valid driver's license from any state of the U.S. or the Dist. of Columbia excluding AK, HI, IL, MD, MI, NE, NM, NC, OR, TN, TX, UT, VT and WI ---valid immigration documents demonstrating lawful presence, e.g., current foreign passport with current I-551 stamp or visa, current foreign passport with I-94, I-94 with asylum status, unexpired Resident Alien card, Permanent Resident card or Employment Authorization card
*A waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado I.D. or driver's license. Contact your department director.

EXHIBIT D - COMPLETED W9 FORM

A completed W9 form must be completed and returned upon execution of this contract or prior thereto.
A blank W9 can be found at [Form W-9 \(Rev. October 2018\) \(irs.gov\)](https://www.irs.gov/pub/irs-pdf/fw9.pdf)