

AGREEMENT TO PROVIDE A VEHICLE GPS TRACKING SYSTEM
between
LARAMIE COUNTY, WYOMING AND PRECISE MRM A WHOLLY OWNED
SUBSIDIARY OF FORCE AMERICA.

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82003 (“COUNTY”) and 1311 East Franklin Road Suite 102, Meridian, ID 83642 (“CONTRACTOR”).

I. PURPOSE

The CONTRACTOR is to provide a GPS tracking system that will track the locations, routes, and sensor data for light duty vehicles, heavy equipment and other county fleet vehicles as applicable.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in force until August 31, 2027 with the option to renew on an annual basis after the termination date.

III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR’S invoice to the COUNTY as detailed in the estimate attached hereto as Attachment A, which is fully incorporated herein. The total payment to CONTRACTOR under this Agreement shall not exceed \$145,020 (Equipment, installation and 3 years service), unless negotiated by both parties in writing. Payment will be made to CONTRACTOR for materials upon invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). A portion of this project is being paid for with Federal ARPA Funds (ALN #21.027).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall supply all sensors, accessories, activation, shipping, and software support for proper installation and operation of the GPS solution, as outlined in Attachment A and Attachment B.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the purchase, delivery, installation and operation. CONTRACTOR will work with COUNTY as needed in accordance with such individuals or carriers as deemed appropriate by COUNTY.
- C. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of

its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

V. GENERAL PROVISIONS

A. **Termination:** This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

B. **Entire Agreement:** This Agreement (5 pages), the proposal to include Attachment "A" PreCise MRM Proposal (31 pages), Attachment "B" Sales Quotation (2 pages) and the RFP (16 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

C. **Assignment:** Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

D. **Modification:** This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

E. **Invalidity:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

F. **Applicable Law and Venue:** The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

G. **Contingencies:** CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

H. **Discrimination:** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

I. **ADA Compliance:** All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

J. **Governmental/Sovereign Immunity:** COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

K. **Indemnification:** To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

L. **Third Parties:** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement and shall inure solely to the benefit of the parties to this Agreement.

M. **Conflict of Interest:** COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

N. **Force Majeure:** Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

O. **Limitation on Payment:** COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for

which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

P. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Q. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

VI. MODIFICATIONS TO TERMS AND CONDITIONS OF SALES QUOTATION

A. The reverse side of the Service Quotation, titled "Precise MRM LLC TERMS AND CONDITIONS" is modified as follows:

1. The first section titled "Acceptance" is hereby removed.
2. The eleventh section titled "Legal Action" is hereby **removed**, as it is inconsistent with the terms of this Agreement.

All "removed" items under this Modifications section will have no force or effect on the Parties.

B. Agreement Controls: Where a conflict exists or arises between any provision or condition of this Agreement and the "Precise MRM LLC TERMS AND CONDITIONS", the provisions and conditions set forth in this Agreement shall control.

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AGREEMENT TO PROVIDE A VEHICLE GPS TRACKING SYSTEM
between
LARAMIE COUNTY, WYOMING AND PRECISE MRM A WHOLLY OWNED
SUBSIDIARY OF FORCE AMERICA.

Signature Page

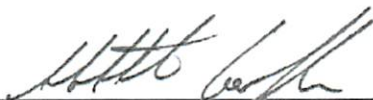
LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:


By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: PreCise MRM

By:  _____ Date 7-25-2024
Name: Matthew Loeffler
Title: President

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 7-31-24
Laramie County Attorney's Office

Bid Tabulation- GPS Fleet Tracking
Thursday April 18, 2024 at 2:15pm

<u>Bidder</u>	<u>Sam.gov Registration</u>	<u>Experience</u>	<u>Meets Specifications</u>	<u>Schedule</u>	<u>Past Performance</u>	<u>Insurance and Bond</u>	<u>Bid Price</u>
Precise MRM LLC (Force America)	Expired 6/13/2014	Yes	Yes, IX-84 Device with OBDII plug in (tracking, integration, record, cloud based)	60+ Days	County has not worked with vendor		\$34,800.00
4Tech Solutions	Yes, Expires 9/27/24	Unclear	Yes, OBDII Reporting, Live GPS Tracking, Integration, Record, Cloud Based) Limited Information Provided in Scope	Unknown	County has not worked with vendor		\$82,556.00
Fleet Analytics LLC	Yes, Expires 1/3/25	Yes	Yes, OBDII, Reporting, Live GPS, Integration, Cloud Based	45 Days	County has not worked with vendor		\$32,000.00
Motive	No	Yes	Yes, IX-84 Device with OBDII plug in (tracking, integration, record, cloud based)	Unknown	County has not worked with vendor		\$63,220.00



**REQUEST FOR PROPOSALS
FOR
GPS TRACKING SYSTEM**

Submittals Due
April 18, 2024

Laramie County Risk Management
310 West 19th Street, Ste. 320
Cheyenne, WY 82001
Attn: Lori Pallak, Risk Analyst

**LARAMIE COUNTY BOARD OF COMMISSIONERS
REQUEST FOR PROPOSALS
FOR
GPS TRACKING SYSTEM**

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1. INTRODUCTION AND OVERVIEW

Laramie County Government is requesting proposals from qualified firms to provide a GPS tracking system that will track the locations, routes, and sensor data for light duty vehicles, heavy equipment, and other County fleet vehicles as applicable. Proposals should include costs for hardware, training on how to install and use the tracking devices and associated software, integrating the tracking system with ArcGIS systems and other software, and continuing maintenance and support.

The intent behind implementing this system is multifold. The system will be used to track work in progress on snow removal and road grading operations. The purpose of this tracking is to improve customer service when county residents call to ask about the status of particular roads and improve the overall fleet management system for County operations.

The system should also include route mapping that increases work efficiency by visually showing operators their routes and progress. Rather than relying on paper maps, operators should be able to visually see what portions of their assigned route they have already covered and what portions still need to be completed.

From a risk-based perspective, the system should improve fleet efficiency, ensure compliance with County policies regarding vehicle operations, and provide data that aids in accident prevention and post-accident analysis, such as harsh braking, speeding, report equipment deployed, potential collisions, etc. It is also a requirement for this system to provide ODB-II reporting on County vehicles that are equipped with a port. Ideally, all data would be available both in real-time as well as preserved as historical data.

The County would also require the solution to host its own cloud-based backup system. In addition, the vendor should describe in detail the online cybersecurity protections and service features in place for the proposed software as well as for the data center itself.

This Project is being funded with Federal ARPA Funds (ALN # 21.027) and the selected vendor will be required to be registered in sam.gov prior to entering into a contract with Laramie County.

2. SCOPE OF SERVICES

The selected system provider shall provide the hardware necessary to continually track the GPS locations of the various types of vehicles and heavy equipment such as but not limited to:

- Approximately 88 light vehicles including pickup trucks, sport utility vehicles, sedans, etc. ;
- Approximately 17 motor graders;
- Approximately 20 large trucks including over the road semi-trucks and dump trucks;
- Approximately 20 pieces of various other equipment (skid steers, rollers, compactors,

wheel loaders, pavers, excavators, mowers etc.);

Laramie County Public Works (LCPW) currently has equipment with manufacturer GPS tracking pre-installed. Due to the proprietary nature of these devices, integration with the manufacturer's GPS system may not be possible. However, providers that are able to integrate with these systems will be given preference. The current manufactures with built-in GPS devices include:

- Caterpillar
- John Deere

In-cab mounting hardware that integrates Apple iPads with the tracking devices shall also be provided. LCPW will provide its own iPads to the end users. The cost of iPads shall NOT be included in the proposal.

The system shall provide the following functions and meet the following requirements:

1. ODB-II reporting;
2. Provide live GPS tracking;
3. Integration with Cartegraph, ArcGIS, and API;
4. Ability to easily record observed problem areas in real time that can be integrated with other software such as Cartegraph. Examples of problems may include sign down, pothole, drifting snow, abandoned vehicle, etc.;
5. Provide a cloud-based platform that is simultaneously accessible by multiple users;
6. Allow the assignment of different user roles, privileges, and reporting capabilities;
7. Dashboard platform with intuitive and user-friendly interface;
8. Mobile platform compatible with Apple iPads, and with intuitive and user-friendly mobile interface;
9. Sensor integration to include G-force, speed, braking status, plow up/down, sander in operation;
10. Ability to pre-load routes;
11. Real-time tracking and display of route location, route covered, and route remaining;
12. Ability to store and retrieve historical data;
13. Optional ability to record pre and post trip inspections via iPad;
14. Optional ability to upload and view images for operator convenience;
15. Optional ability to integration with future dashboard and rearview cameras to allow the

recording of accident data and visual reporting of road conditions;

16. Optional ability to report driver habits.

Proposal costs shall be broken down into the following parts:

1. One-time hardware, training, and software setup costs;
2. Unit hardware costs for future vehicles;
3. Annual maintenance, licensing, or subscription costs, to include both cloud and mobile platforms;
4. Optional installation costs by vehicle type.

Proposals shall also specify any minimum service durations required by the provider.

Additional Notes:

- A. The respondent shall enter into a written contract for work with Laramie County.
- B. The respondent/contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances.
- C. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.
- D. All work provided by respondent shall be in conformance with local, State and Federal rules and regulations.
- E. All GPS tracking systems shall be responsive to the needs of the County, shall perform in accordance with County programs, policies, and procedures, and shall utilize the appropriate methods and techniques.
- F. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed thereunder shall be the property of the county at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

3. GENERAL TERMS & CONDITIONS

3.1 RFP Closing Date

Proposals shall be received by Lori Pallak in a sealed envelope, no later than 2:00 PM local time on April 18, 2024.

It is the responsibility of the respondent to ensure that their responses are received on or before the submission date and time. Allow sufficient delivery time to ensure receipt by the date and time specified. Proposals time stamped by Laramie County Risk Management received after the cutoff time will not be considered.

3.2 Delivery of Proposals

All proposals shall be delivered to Lori Pallak with the subject line “RFP for GPS Tracking System.”

Please submit your firm’s qualification statement and cost proposal outlining the services requested by the County. The County will make a selection based on the proposals received proving the ability of the firm to meet the schedule and needs of the County.

3.3 Public RFP Opening

Only the names of the vendors submitting bids will be read aloud at the RFP opening. The bids will be available for inspection during normal business hours in the Laramie County Risk Office within three (3) working days of the closing date, by appointment. Bid opening will occur on April 18, 2024, at 2:15 PM at the Laramie County Risk office. A complete tabulation of bids will be available after it is completed.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Risk Department at (307) 633-4334 at least five (5) days prior to the date.

3.4 Proposal Form

- A. See **Submittal Requirements** for complete details.
- B. Firms may submit a joint proposal.
- C. Respondents in their proposal must acknowledge receipts of amendments/addenda. Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal.
- D. The proposal form must be signed by an official authorized to legally bind the respondent to all RFP provisions contained herein.
- E. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

3.5 Requests for Information

Requests for information (RFI) regarding this RFP may be directed to Lori Pallak at lori.pallak@laramiecountywy.gov.

3.6 Clarification and Addenda

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein and in all referenced data and documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via email to Lori Pallak. The County will not be responsible for any oral representation(s) given by an employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

Any errors or omissions discovered in this request for proposal, or any additional information needed to clarify any issues in the request, will be communicated to all firms who have expressed an interest in the engagement. The communication will amend the requests accordingly.

If it becomes necessary for the County to revise or amend any part of this RFP, notice of any clarifications, revisions or amendments may be obtained by accessing the County website. Please check the Laramie County web site at <https://www.laramiecountywy.gov/> for a copy of the RFP and addenda.

It is the responsibility of respondents, prior to submission date, to inquire as to addenda issued and to ensure their response reflects any and all changes. The County will maintain a register of holders of this Request for Proposals (RFP) via internal tracking. Laramie County will accept RFPs until 2:00 P.M. April 18, 2024 and will respond to all questions to all firms by end of business day April 17, 2024.

3.7 RFP Cancellation:

The County reserves the right to cancel this Request for Proposal at any time, without penalty.

3.8 Evaluation

- 1) The RFP is designed to be a competitive negotiation platform, where price is not the sole determinative factor.
- 2) The evaluation team will be composed of Laramie County Risk, Information Technology, Grants, and Public Works departments.
- 3) The proposals will be reviewed within the context of specific experience in the disciplines required.
- 4) The County may require additional information, documentation, or additional data to clarify or elaborate on materials submitted. The County reserves the right to request additional information, or request clarification, or reject in its sole discretion any and all proposals.

3.9 Award

The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. In addition, the County at its sole discretion, reserves the right to cancel this RFP, to modify the quantities or the product we purchase, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

3.10 Contract

The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issued. A sample contract is included for reference but is subject to change based on the needs of the County and the selected proposal.

The County Commissioners are the sole Contracting officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract.

3.11 Disclosure of RFP Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

3.12 Respondent's Responsibility

A respondent, by submitting a proposal represents that:

- A. The respondent has read and understands the RFP in its entirety and the proposal is made in accordance therewith, and
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
- C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Laramie County upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

3.13 Payment Terms

The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

3.14 Conflict of Interest Disclosure form

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.15 Minor Irregularities

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

3.16 Deviations

All proposals must clearly and with specific detail, not all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Proposal Form; otherwise, Laramie County will consider the subject proposals as being made in strict compliance with said General Terms & Conditions to respondents; The respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider proposals that meet the exact requirements imposed by the General Terms & Conditions; except, however, said proposals may not be subject to such rejections where, at the sole discretion of Laramie County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

3.17 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

3.18 Termination/Cancellation of Contract

The County reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to termination of the contract (i.e. reports, materials, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

3.19 Incurred Expenses

This RFP does not commit Laramie County to award a contract. Nor shall Laramie County be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

3.20 Presentations by Respondents

Laramie County, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.

The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.21 Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. During the performance of the contract, the respondent agrees to the follow:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent.

The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provision will be binding upon each

respondent or vendor. The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the respondent or personal furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the County.

3.22 Claim Notice

The respondent shall immediately report in writing to the County's designated representative or agent of any incident which might reasonably be expected to result in any claim under any other coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all respondent operations at the County project site.

3.23 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgement of the proper officials, is in the best interest of the County.

4. SUBMITTAL REQUIREMENTS

4.1 Proposal Requirements

The proposal shall be less than 30 pages in total length and should include the following information:

- 1) A letter of introduction.
- 2) A narrative describing the company size, organization, locations, experiences or expertise, names and qualifications/credentials of individuals who will provide services.
- 3) List or examples of similar work or projects completed along with list of references (include names and phone numbers). Include as many as possible specific to other municipalities.
- 4) A narrative describing abilities to respond and perform at a level above the competition.
- 5) A fee structure for required work as outlined in the scope of work.
- 6) Indicate any and all areas of specialty your firm may practice.
- 7) Acknowledge receipts of amendments/addenda

The County reserves the right to request additional information, or request clarification, or reject in its sole discretion any and all proposals.

Firms may submit a joint proposal.

4.2 Fee, Rates, and Estimated Costs

All fee proposals shall include all insurance required by the County, printing, mailing, documentation, reporting, office overhead, profit, etc.

Should contract negotiations with the selected firm be unsuccessful, the County reserves the right to move to the next firm and begin negotiations.

5. DISCLOSURES

- 1) The laws of Wyoming require that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.
- 2) If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission in this RFP, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.
- 3) The successful respondent will be expected to enter into a contract, including insurance requirements, with Laramie County upon terms acceptable to the County. The contents of this RFP, the respondent responses to same and all provisions of the successful qualifier deemed pertinent by the County may be incorporated into a contract and become legally binding.
- 4) Following the award of the contract, responses to this proposal are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.
- 5) If a respondent believes that parts of a proposal are confidential then the respondent must so specify. The respondent must mark in bold red letters the term "CONFIDENTIAL" on that part

of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. The entire proposal cannot be designated as proprietary or a trade secret. All parts of proposals which are not marked as confidential will be automatically considered public information after the contract is awarded. The successful proposal may be considered public information even though parts are marked confidential. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the respondent to permit the respondent to defend the proprietary nature of the information.

- 6) Proposals must be signed by a person authorized to commit the respondent to provide services requested in this RFP. Submission of a signed proposal will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets which make up this RFP.
- 7) Laramie County accepts no obligations for the costs incurred in responding to this RFP in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted proposals. It is understood that all proposals become the property of Laramie County and will be available for public inspection. No obligation is made by retention of these proposals, nor is Laramie County committed to awarding a contract as a result of this RFP.
- 8) Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this proposal. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for contract termination. Laramie County will decide if an actual or perceived conflict should result in proposal disqualification. By submitting a response to this RFP, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.
- 9) Governmental/Sovereign Immunity. Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by issuing this RFP and/or entering into any subsequent agreement. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP and any subsequent agreement(s).

- 10) Respondents are advised that Laramie County is a governmental entity in the State of Wyoming. Public Works projects, such as that referenced herein, carried out by governmental entities are subject to certain legal and regulatory requirements which may or may not be applicable to private entities. Any contract with a successful respondent will contain a requirement to monitor and secure compliance on the project with all applicable laws and regulations including, but not limited to, those contained in Wyoming statute W.S. § 16-6-101 et seq.
- 11) Indemnification. To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County, its appointed officials, elected officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County pursuant to any agreement with Laramie County.
- 12) Invalidity. If any provision of this RFP is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or inability to enforce, such holding, or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of that the provisions of this RFP are fully severable.
- 13) Applicable Law and Venue. By submitting in response to this RFP, respondent agrees and understands that this RFP as well as any subsequent agreements shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this RFP or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Responders and to County. This provision is not intended, nor shall it be construed to waive County's governmental immunity as provided in this Agreement.
- 14) Termination. The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFP or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; (c) upon mutual written agreement by both parties.
- 15) Force Majeure. Neither the respondent nor Laramie County shall be liable to perform under this RFP or subsequent agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargos and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
- 16) Limitation on Payment. Laramie County's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided

by respondent the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify respondent at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (*printed name*) _____
am the (*title*) _____
and the duly authorized representative of the firm of (*Firm Name*) _____

whose address is _____

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public - State of _____

My Commission expires _____

(Printed, typed or stamped commissioned name of Notary Public)

BID FORM (Attachment)

TO: Lori Pallak
310 West 19th Street, Ste. 320
Cheyenne, WY 82001
(307) 633-4334

The undersigned hereby declares that [*firm name*] _____

_____ have carefully examined the specifications to furnish: **GPS Tracking** for which bids were advertised to be received **no later than 2:00 PM, MST, April 18, 2024** and further declare that [*firm name*] _____ will furnish the said work according to specifications.

Proposed Cost Total Estimated Cost for Project: \$ _____

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFB to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? _____ YES _____ NO

Laramie County reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Bids and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this bid/offer document and any contract(s) and/or other transactions required by award of this RFB.

Company _____

By _____ (Print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

Telephone _____ Fax _____

E-Mail Address: _____

DUNS# _____

PRECISE MRM LLC

Unique Entity ID M2S6CNXNMEB7	CAGE / NCAGE (blank)	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Jul 29, 2025	
Physical Address 1311 E Franklin RD STE 102-103 Meridian, Idaho 83642-6096 United States	Mailing Address 1311 E. Franklin Drive Meridian, Idaho 83642 United States	

Business Information

Doing Business as PRECISE MRM LLC	Division Name Precise Mrm Llc	Division Number (blank)
Congressional District Idaho 01	State / Country of Incorporation Minnesota / United States	URL www.precisemrm.com

Registration Dates		
Activation Date Jul 31, 2024	Submission Date Jul 29, 2024	Initial Registration Date Jul 29, 2024

Entity Dates	
Entity Start Date May 29, 2009	Fiscal Year End Close Date Sep 30

Immediate Owner	
CAGE (blank)	Legal Business Name (blank)

Highest Level Owner	
CAGE (blank)	Legal Business Name (blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Entity Types		
Business Types		
Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Limited Liability Company
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
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EFT Indicator 0000	CAGE Code (blank)
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Points of Contact

Electronic Business

🔗 Amy MRM Smith, Senior Accountant	501 E. Cliff Road Burnsville, Minnesota 55337 United States
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Government Business

🔗 Bobby J. Lowe, National Sales Manager	1311 E. Franklin Drive Meridian, Idaho 83642 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
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Disaster Response

This entity does not appear in the disaster response registry.



**Response to
Laramie County Request for Proposal:
GPS Tracking System**

Prepared for
Laramie County Board of Commissioners



Submittal Date:
April 18, 2024 2pm MST

Company: **PreCise MRM a wholly owned subsidiary of FORCE America**
Contact: Bob Lowe, PreCise MRM National Sales Manager
Address: 1311 East Franklin Road Suite 102
Meridian, ID 83642
Phone: 208-323-7141 (Office) 208-850-7739 (Cell)
Email: blowe@PreCise MRM.com
Website: www.PreCise MRM.com

HQ Company: **FORCE America Inc**
501 East Cliff Road
Burnsville, MN 55337

TIN #: 27-0279683

Distribution: FORCE America (Aurora, CO)
Address: 2250 N Airport Blvd
Aurora CO 80011

Manufacturing: FORCE America – Electrical Division
Address: 1601 Airport Road
Shorewood, IL 60404

PreCise MRM is a wholly owned Subsidiary of FORCE America. PreCise MRM as an entity is based in Meridian, ID (on the border of Boise, ID). FORCE America, including its Subsidiaries, acts as a private organization. PreCise MRM, like its parent company, is a private based organization. FORCE America as a company has 400+ employees and has been in business for over 60 years. FORCE America and its companies, including its entities, are incorporated, and chiefly located out of Burnsville, MN. The PreCise MRM name was established in 2006 but the foundation of the product was established back in 2000. PreCise MRM core competencies are delivering GPS applications to its customers that want to increase job management and asset management efficiencies. These are the things we have been delivering and are actively delivering today. PreCise MRM is licensed/registered to do business in the State of Wyoming.

To: Laramie County, WY

We at PreCise MRM & FORCE America are excited about the opportunity to earn your business. After reading your Request for Proposal we clearly understand the project and type of GPS/AVL system Laramie County, WY is looking to incorporate into the day-to-day operations of the County. Implementing our GPS/AVL solution for Fleet vehicles is our specialty. As you will see below, we have successfully implemented our GPS solution system-wide to many large entities across the country. Our solution is affordable, and we will work with you to ensure it fits within your budget. We are pleased to have an opportunity to respond to this RFP and look forward to hearing back from you regarding the information proposed.

As a longtime customer of FORCE America (your spreader control and hydraulic provider) the County already knows the service and quality of products that will be provided by PreCise MRM, a FORCE America company. We also understand that the County in the future will probably want to track materials totals, how much material was applied, where it was applied, etc. Our spreader controls are integrated into our products which no other GPS provider can state. With our route completion reports, partnerships with Esri, Public Interface, etc. PreCise would be a great fit for the County.

Our Experience:

Laramie County, WY has been a loyal FORCE America customer for many years and as a FORCE America company PreCise MRM provides an entire suite of products and solutions to meet the County's fleet management needs. Our company direction is to be the leader in mobile hydraulics, electrical controls, liquid applications, GPS/AVL and air/road temp sensors. Our strategy to accomplish this is to first and foremost always put the customer at the top of the pyramid. We listen closely to our customers' needs and consistently provide innovative and cost-effective solutions. There are many ways this benefits Laramie County, WY, but the most important is that our focus on the customer allows us to be more than your typical vendor; it allows us to be your partner in identifying and developing successful solutions.

Currently Laramie County, WY has roughly 15 trucks that have our FORCE America controls which every new truck will have moving forward. It has been stated that in the future Laramie County, WY will want the ability to track from its snow plows what material was applied, where material was applied and how much material was applied. Currently the County runs Open Loop controllers which do not have the ability to provide this data. But, FORCE America (Bob Puccio and Bob Lowe) will work with the County to determine what upgrades need to take place to track materials from the County's plow trucks (controller upgrades, adding feedback sensors, etc.). Potentially moving forward it could be an option for Laramie County, WY to procure our FORCE America 6100 Gen 5 system on new trucks that includes PreCise built in. Just turn on PreCise and the County would not only start gathering telematics GPS information but also granular materials, granular totals, pre wet, direct liquid, air/road temps, etc.

GPS/AVL (Automatic Vehicle Location) systems have the potential to be a very powerful tool for municipalities. When correctly implemented, they can be used in conjunction with many other systems, they can save fuel costs for the fleet, reduce idle times, control material usage, aid in contractor accountability and invoicing, assist in preventive maintenance activities and thus prolong vehicle life, and provide liability protection against tort claims as well as providing a host of other benefits. However, there are many options available on the market and it can be difficult to successfully implement an enterprise AVL solution without the right partner.

PreCise MRM LLC, a wholly owned subsidiary of FORCE America is based in Meridian, Idaho, has successfully implemented system wide AVL programs with many large municipalities in recent months/years. Our ongoing work with state DOT's such as Wyoming DOT, Arizona DOT, Washington DOT, North Dakota DOT, and Wisconsin DOT have been huge successes. We have many large municipals that use PreCise such as: Adams County CO, Commerce City CO, Town of Parker CO, City of Loveland CO, Englewood, Castle Pines, and City/County of Denver (DEMO with CCD currently) and many other entities near Laramie County, WY. Not only do we have large deployments within the municipal sector, but we have large deployments in private fleets and companies as well (Kirby Smith, largest Komatsu dealer in NA). We successfully integrated our system to meet the needs of each department. Not only did we deliver on our initial commitments to those customers but have proven that we can adapt to our customers' changing needs.

Our cumulative staff includes some of the best web developers and wireless hardware designers in the market, with many years of experience in the GPS/AVL industry. We have been able to work with our customers' existing GIS databases to import data collected from their vehicles directly into their own proprietary maps to provide the ultimate in mapping detail and GPS/AVL integration. Alternately, we provide an off-the-shelf hosted web application which allows new users of GPS/AVL systems to gain experience with their GPS/AVL equipment and mapping data.

PreCise over the years has established many partners within the Software as a Service world also within the GIS world. Laramie County wants to invest in a solution that is growing, a solution that provides a path to being able to support the future needs of the County. We at PreCise not only provide the Service but we also provide the tools to bring data in house and utilize as needed. With the investment in PreCise the County would be able to utilize our REST API services to import data into other 3rd party applications. Our partnerships with such entities as: Esri, Trimble (Cityworks & Agile Assets), DTN (MDSS provider), Fleetio, HaaS Alert, etc. allow our customer base to grow as we grow.

PreCise in its partnerships with Esri would allow the County to import data into other 3rd party applications. Laramie County, WY an Esri shop who has made an investment in ArcGIS would want to partner with an entity that established partnerships/contacts/solutions with Esri. We at PreCise have done just that in our Silver Tier partnership/alliance with Esri we were one of the first to import data into their Velocity application. We have also built our own PreCise GeoEvent Connector which easily allows the County to import data from PreCise to GeoEvent (if the County is utilizing today).

Laramie County wants to invest in a company that is solid, has a great track history and is investing in future growth. As stated previously being a FORCE America company (who has been around for 60+ years) we a lot of times get our foot in the door because of our integration into our Snow/Ice products. One of the main goals per the RFP is "to track snow removal and road grading operations". This is at the heart of what we do amongst other things. FORCE America is a snow/ice company owning more than 60% of the market on a National level with spreader controls and hydraulics (including WYDOT and Laramie County, WY). We are market leaders within this industry and understand the wants and desires as it pertains to SaaS solutions. The ability to not only track where your equipment is located, but to provide that Operational data the County is looking for: route completion, Material Usage Reports, progression of routes being completed, Public Interface (may not now but possibly in the future), etc. PreCise provides just that to all our customers.

In short, the PreCise MRM solution is a perfect fit for Laramie County, WY, and we are looking forward to proving it. Please review the details of our system in the enclosed proposal and contact me with any questions.

Bob Lowe // National Sales Manager
M: 208-850-7739 T: 208-323-7141 F: 952-252-3731
blowe@preciserm.com

PreCise MRM, LLC
1311 E Franklin Rd, Suite 102, Meridian, ID 83642
Technical Support: [888-254-1634](tel:888-254-1634)
www.preciserm.com

A subsidiary of FORCE America, Inc. // 100% Employee Owned
Shop online for mobile hydraulics at www.forceamerica.com/products

Key Personnel

Bob Lowe

National Sales Manager PreCise MRM

Role – National Sales and Project Manager

Work history on similar projects – 17 years

Bob Puccio

WY local FORCE America representative (based out of Superior, CO)

- **Laramie County, WY has worked with Bob Puccio for a 10+ years. He is a known entity within Laramie County, WY and a trusted entity that has assisted, trained, helped diagnose issues, fix and help calibrate controls and hydraulics within Laramie County for years. Bob Puccio will have an instrumental role in the rollout within the County if PreCise is awarded.**

Role – Sales and Support

Work history on similar projects – 20 years

Michael Schlag

General Manager/Product Manager PreCise MRM

Role – Assist Project Manager; assist in managing tasks, etc.

Work history on similar projects – 17 years

Jacob Hays

Position – Lead Software Engineer

Role – key in assessing new features, bugs, etc. Assigns tasks for completion and codes.

Work history on similar projects – 17 years

- **2 other software developers work for/under Jacob Hays that can and will be tasked with this project.**

Rhett Harman GISP

Position - Service Delivery Manager

Role - Geospatial and Integration expert who has over 20 years of experience working with Esri technologies and integrating with Asset/Work Management Systems such as Cityworks. He has managed and implemented GPS/AVL tracking and integration deployments for many PreCise customers.

Work History – 20+ years

Jay Florey

Position - Integration Developer

Role – Engineer who develops custom reporting and integration development with GIS/Esri and other business systems such as Cityworks and has over 20 years' experience developing and implementing geospatial/Esri applications.

Work History – 20+ years

Anthony Brother

Support Manager – Project assistant for Laramie County

Role – In charge of support/web training/device implementation/etc.

Work history on similar projects – 15 years

Understanding of Requirements

PreCise is a wholly owned subsidiary of FORCE America, Inc. a 100% employee-owned company. As an employee-owned company, each associate has a personal stake in the short- and long-term growth and profitability of the company. To that end, over the past 36 months, FORCE America has grown and remained profitable by any number of measures. Our revenue has grown on average 8% per year. We've maintained solid profitability even through the great recession beginning in 2008. We continue to add employee owners to contribute to our success. Over the past 36 months we've added more than 50 employees. We continue to invest in the organization as well. Investments over the past 36 months include adding a state-of-the-art manufacturing facility in Alexandria, MN. The facility is 64,000 square feet and includes room for additional expansion to support manufacturing in the USA. FORCE America carries virtually no debt through careful management of investments and cash flow. By all measures, FORCE America and PreCise MRM are financially sound. **Why is this important to Laramie County, WY?** The County needs to know that the investment they are making is a sound investment with a financially sound company that knows how to stand the test of time. PreCise MRM is a company that has stood the test of time and will be here tomorrow for Laramie County, WY.

PreCise MRM is a web-based solution that covers 99% of the technical and functional requests made within the RFP. PreCise has the necessary hardware to equip all the required vehicles, and pieces of equipment defined for this project. PreCise MRM manufactures its own hardware (excluding the IX-84) and designs its own web interface, we are NOT a reseller of our product, nor do we outsource support. This allows us to work with our customers to ensure success of implementation and meet delivery times. **All products specified can be delivered to the County typically within 30 business days (if not sooner).**

The PreCise MRM solution was first launched in 1999 as we began to manufacture GPS devices. Since its initial conception, the PreCise solution has evolved from a simple asset tracking solution to a full featured AVL/GPS solution with numerous detailed reports, maps, and 3rd party integration with other fleet management solutions. PreCise uses the Agile development methodology, which is based on two-week development cycles. As such, the PreCise solution is continually under development for new features and bug fixes as they arise. Major milestones include, but are not limited to, the collection, storage, and presentation of over 15 years of clients' AVL/GPS data; comprising three terabytes worth of data. Over the 12 months, the PreCise solution has been upgraded to a completely fault tolerant architecture in the "cloud" with a disaster recovery site based in Marion, IA. The PreCise solution has also released numerous new features to our customers at no additional costs, such as: Vehicle Maintenance Application, Fleet wide Route Replay, Route Completion Report, Material Usage Report, and the Health Check Report. As a Silver Tier Esri partner, PreCise has also developed a GeoEvent Connector for Esri's ArcGIS solution allowing our customers using Esri GIS solutions to seamlessly integrate PreCise GPS data into their custom GIS applications.

The PreCise team utilizes the Agile development methodologies for feature requests, product enhancements and bug fixes. This process is supported by tools built into Microsoft Team Foundation Server, which provides the Support, Sales, Product Management and Development teams with clear and efficient access to all feature requests, product enhancements and bugs. This information is reviewed by the team each week to review each open item and appropriately set the priority and plan the current and next iteration. Any Critical or High classified issues are addressed immediately regardless of the planned iteration. This methodology and toolset allow the PreCise team to manage efficient development cycles, but still be nimble enough to address Critical and High issues quickly when needed.

PreCise takes pride in not being “just another vendor” and instead being a true partner with our customers. As such, many of the features developed within the PreCise solution were driven by our customers and partners. The PreCise Sales, Support and Product Management teams are regularly in close communication with our customers and partners. When the team identifies a potential product enhancement a complete analysis is completed to determine the scope of work for the project as well as the potential for the target market. If the proposed enhancement adds value to our customer base a project will be created and managed to completion. Examples of this include our Haul Cycle Analysis report produced in conjunction with our customers in the asphalt industry. We have recently completed integration with CDK Global’s (formerly PFW) Dealer Management Solution for service companies managing dispatching for work orders. We also worked closely with numerous municipal customers to develop the Route Completion Report maps and tabular reports.

Each customer utilizes features in a way that is specific to their business. Our approach is not to deliver a “one size fits all” solution. We work closely with each customer to determine the best feature set and configuration to meet their business needs and now they can consume and analyze fleet data that allows them to make critical business decisions on the fly. Service companies are more efficiently dispatching the correct truck and technician to each job as well as making sure their equipment is being utilized effectively in each location. Municipal customers are better serving their citizens by efficiently managing snow routes. PreCise does not charge our customers for product enhancements such as these.

A key component of the Agile Development methodology is the quality assurance phase of the development cycle. Some of this testing is completed by scripted and automated testing cycles, while other tests are completed by QA engineers. The same is true for both the hardware we manufacture and the software we develop. In our experience, this level of automated computer testing, and human testing provide complete coverage for both new features and regression testing of existing code.

In short, the PreCise MRM solutions meets 99% of the specifications of Laramie County, WY. Please do not hesitate to get in touch with me directly if there are any questions.

FORCE America has been focusing on the Municipal vertical space for over 60+ years now. When FORCE America acquired the PreCise division from Preco Electronics almost 15 years ago it was known at that time that PreCise (since became a subsidiary of FORCE America) would also focus on the Municipal space. Roughly 70% of the PreCise business is Municipal whether we are focusing on our GPS/AVL line of products or our ARC line of products (air and road temp sensors). We have been in this space for a long time, and we will continue to do so.

PreCise MRM has roughly 400 customers in the Municipal space and 50,000+ devices shipped. List below represents some of our locally based customers and or those that are currently evaluating our product(s):

References



WYDOT	City of Steamboat Springs, CO
Adams County, CO	City of Westminster, CO
Castle Pines Metro District, CO	City of Wheat Ridge, CO
City & County of Denver, CO <u>DEMO</u>	Commerce City, CO
City of Arvada, CO	Garfield County, CO
City of Brighton, CO	Larimer County, CO
City of Castle Pines, CO	Town of Breckenridge, CO
City of Englewood, CO	Town of Erie, CO
City of Lafayette, CO	Town of Fraser, CO
City of Littleton, CO	Town of Parker, CO
City of Louisville, CO	Town of Severance, CO
City of Loveland, CO	Town of Timnath, CO

Projects completed in last 24 months:

- Jacksonville Electric Association: deployed over 1,500 devices.
- Cook County, IL: deployed roughly 60 assets on Winter Maintenance vehicles.
- Ada County Highway Department, ID: actively deploying/installing roughly 300 devices.
- City of Cleveland, OH: Installed 400+ devices in 45 days.
- North Dakota DOT: Installed/activated 100+ devices in 18 months, still rolling out.
- City of Blaine, MN: Installed 90+ devices in 3 weeks.
- Washington State DOT: 600+ devices thus far, in less than 12 months. Starting with Winter Maintenance and now moving into sweepers, vac trucks and roadside assistance.

If the County contacts our PreCise references, we ask that the County be respectful and to notify PreCise (Bob Lowe) when contact was made with our references.

Yakima County, WA



Yakima County is in the State of Washington. PreCise MRM has equipped roughly 400 pieces of equipment within the County. The County performed all the installs themselves. We have hardware installed on cars, trucks, loaders, snowplows, 1 ton, 1 ½ tons, graders, dump trucks, etc. Yakima County, WA has been a customer since 2009, 14 years. Continued rollout.

Jason Alvord

Equipment Rental & Revolving Fund Manager

O: 574-2405 C:930-8080

jason.alvord@co.yakima.wa.us

*Providing & Managing a fleet of Vehicles & Equipment that represent the
Quality of service and people Yakima County serves & employs.*

Adams County, CO



Adams County is in the State of Colorado. PreCise has equipped roughly 400 assets within the County on all sorts of equipment. The installation was a mix between PreCise doing the installs and the County doing installs. Please feel free to contact Mike Gutierrez directly. Adams County, CO has been a customer since 2011, 12 years. Continued rollout.

Mike A. Gutierrez

Adams County, CO

Operations Manager, Fleet Management

4955 East 74th Avenue

Commerce City, CO 80022

a: 303.853.7051 | MIAGutierrez@adcogov.org

www.adcogov.org

Pierce County, WA



Pierce County is in Washington. The County has roughly 500 PreCise devices installed. Pierce County, WA has devices installed on all sorts of equipment and the County did the installs themselves. Please feel free to contact Bret Fisher directly to discuss. Pierce County, WA has been a customer since 2019, 4 years. Continued rollout.

Bret Fisher

Maintenance Program Manager

Planning and Public Works

(253)798-2550

bret.fisher@piercecounitywa.gov

City of Kenosha, WI



City of Kenosha, WI is in Wisconsin. The city has roughly 300 PreCise devices installed on all sorts of equipment within the city. The city did all installs themselves. Please feel free to contact Jay Getka directly to discuss. City of Kenosha, WI has been a customer since 2013, 10 years. Continued rollout.

Jay Getka

Fleet Superintendent

Direct: (262) 653-4079

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jgetka@kenosha.org

Department of Public Works

Fleet Maintenance Div.

3725 65th St.

Kenosha, WI 53142

Functional Requirements per the County

OBDII reporting: PreCise MRM provides an IX-84 device which is a OBDII plug in. Pulls all your GPS data (location, speed, heading, date & time) along with pulling mileage and engine hours (if applicable) from the ECM (engine control module). The OBDII device (IX-84) also pulls engine diagnostics when the “engine light” comes on. PreCise will provide the code.

Live GPS tracking: Yes, PreCise MRM provides live (within 15-30 seconds based upon network connectivity and cellular connection) tracking. Our devices also store/forward data which would be key to Laramie County as the County has areas in which cellular data is not available. In these cases, the devices continue to store the data and then send all the data once the device gets back into cellular connection. You won't see gaps in the data.

Integration into Esri, Cartegraph and provide an API: As stated previously we are Esri Silver Tier partners and have our own GeoEvent Connector. PreCise has Esri State and Local Government Specialty Designation we also have Velocity experience (incorporating PreCise data into Velocity). Utilizing our REST API (web services protocol) the County can import data into Esri and or Cartegraph. PreCise does provide a REST API (no additional charge).

Ability to record observed areas: Yes, PreCise can provide an option to record observed items the operators see out the infield such as: damaged sign, dead animal, pothole, drifting snow, etc. The County would need to add what we call our Vehicle Data Terminal which we program per the County's needs a list of preestablished soft keys the operator can select from. The County was not specific in how many VDT's would be required or if this is even a hard requirement. Cost will be provided as an option but note that PreCise can certainly provide the hardware to meet this request.

Cloud based platform: PreCise is 100% web based. We are a AWS environment (cloud based) and we store the data for 7 years for instantaneous access. The County can have as many users on the system as they want.

Users: Yes, PreCise meets this requirement in the County can assign as many users as they want and define access. Not only by application but by Fleet and or Asset.

Dashboard: Yes, PreCise provides a dashboard this is user friendly.

Mobile: PreCise architecture is built upon a framework that form factors automatically to the device in which PreCise is brought up on. PreCise is 100% web based so whether one is on a laptop, workstation, iPad, Tablet, etc. the interface will automatically recognize and provide the best fit to the device.

Sensor integration: PreCise can provide all of these sensors but per the RFP it wasn't referenced in regard to how many of the sensors (for example plow sensors) will be required. For example on a plow truck one needs a plow sensor. What kind of sensor does the County desire? Tilt switch, pressure switch, proximity switch. We at PreCise (FORCE America) would recommend a pressure switch but the County would have to decide what is best. The switches desired by the County have a cost and how many does the County need? It wasn't stated how many plow trucks are within the County fleet. But yes, PreCise can provide switches.

Realtime tracking: Yes, PreCise provides (within 15-30 seconds based upon network connectivity) real time tracking.

Store and Forward data: Yes, all our device platforms provide a Store/Forward engineering design. If the assets go into an area without cellular coverage the devices will continue to store the data until assets get into cellular connectivity in which at that point all the data will be sent. No gaps in the data.

Optional pre/post trip: PreCise doesn't focus on this aspect currently today.

Optional camera support: PreCise currently supports camera images with our 6100 Gen 5 spreader controls from FORCE America. This might be something the County wants to move towards in the future with its new trucks. In the future, 12+ months, PreCise will also be providing camera options for all other devices which the County can upgrade to if the County desires.

Optional driver habits: we can record braking and acceleration now with our reports and will be adding charts/graphs in the future based upon driving habits: miles per day, engine hours per day, idle time per day, etc.

Hardware options for the County

IX-84: this is for your light/medium duty equipment that has an OBDII port.

IX-101: this is for your heavy equipment such as but not limited to, sweepers, vac trucks, loaders, skid steers, graders, tractors, dump trucks, mowers, etc. This is designed and tested from PreCise MRM. This is our device; this is not purchased from some other device manufacturer.

IX-403-G: this would be specific to your snowplows with our FORCE America spreader controls IF the County intended to upgrade their current 3100 controls to 5100ex. At this time the County doesn't have 5100ex controls (ability to track material) so PreCise is not providing this device. This is designed and tested from PreCise MRM. This is our device; this is not purchased from some other device manufacturer. This device would be required for the VDT application.

6100 Gen 5: this is the spreader control the County is already utilizing today where PreCise is embedded/included. This is also the device that has camera capabilities. This is designed and tested from PreCise MRM. This is our device; this is not purchased from some other device manufacturer.

IX-84/OBDII Y Harness: in some cases, the County may choose to use a Y harness to utilize the IX-84 OBDII device.

J1939 harness: in some cases, the County may choose to use a J1939 harness where the IX-84 OBDII device plugs into this would allow the County to "plug in" devices vs. install with a hard-wired device. The recommendation for heavy equipment from PreCise MRM is to use a hard-wired device (durability, meets up to the conditions, etc.).

Camera for the 6100 Gen 5: Currently we supply a camera from a company called Signal Group that meets the specifications of what is required to be utilized with the 6100 Gen 5.

Vehicle Data Terminal: Samsung Galaxy Tablet Application. This would be if the County wants to implement operator interface to mark: potholes, dead animal, sign damage, etc.

Pressure Switch: Would be used to track status of plow up/down.

Tilt Switch: Another option to track the status of the plow up/down.

PreCise MRM standard implementation methodology

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Kick off meeting. 2. Get vehicle list from the County. 3. Final deployment plan/schedule development 4. Order PreCise MRM telematics devices 5. Setup an initial configuration of County's PreCise® application 6. Activate and configure telematics devices based on the County's supplied vehicle list. 7. Ship telematics devices to customer 8. Customer or PreCise MRM installer installs telematics device into County vehicles | <ol style="list-style-type: none"> 9. Distribute login information. 10. Go-live. 11. Test 12. Schedule and provide introductory training. 13. Schedule and provide 2nd level training. 14. Schedule and provide administrative training. 15. Work with County to update configuration to meet all the County's requirements in Scope of Services 16. Provide ongoing technical support |
|---|--|

Potential Rollout timeline (general timeline, we can move this up)

Task and Payment Milestones	Completion Date
Contract Executed/PO issued	Laramie County, WY to determine
Start delivery of equipment/hardware	Within 30-60 days of award
Onsite project assessment	Within 30 days of award
Installation begins	Within 30 days of award
Completion of installation (system is operational in all vehicles)	Date YTBD due to 150 vehicles
Testing Complete	September 2024 (based upon Winter Maintenance vehicles being priority).
Final Completion/Approval (training and documentation complete) Contractor invoices up to 100% (trigger 100% installation).	September, 2024

Support Services

	<i>Standard</i>
Hours of cover	7:00am – 6:00pm (MST) Monday through Friday
Response times	Standard (see matrix)
Access to: <ul style="list-style-type: none"> • Website updates • Release Notes • FAQs • Knowledgebase 	Yes
Support via: <ul style="list-style-type: none"> • Web submission • E-mail • Phone 	Yes Support@PreCiseMRM.com 888-254-1634

Level 1 support (which, unless otherwise agreed, will be provided by the customer themselves through their own system administrators and/or help desk) includes all contact with the end user from initial problem reporting through to final problem resolution. People providing Level 1 support will be expected to have a thorough working knowledge of the relevant products. They will also be able to perform basic troubleshooting. In the event that the Level 1 support is unable to resolve the problem, they will endeavour to provide the end user with a workaround

and will then escalate the problem to Level 2. All problems escalated to Level 2 must be accompanied by a full problem description (including equipment being used, web browser and versions being used, together with information about steps already taken to attempt to resolve the problem.

Level 2 support will be provided by PreCise MRM's Support Center. Level 1 support will escalate problems to Level 2 support. PreCise MRM's Level 2 support will use its best efforts to respond in accordance with the Response Matrix (see below).

Each incident will be classified by the customer as Critical, High, Medium or Low severity according to the impact that the problem is having on the customer's business. PreCise MRM reserves the right to review and modify the severity classification and, if it reduces the severity, will inform the customer of the reasons for doing so. "Critical" problems (see Severity Matrix below) must be reported by phone in addition to being submitted by web or e-mail.

Level 3 support will also be provided by PreCise MRM and will utilize PreCise MRM's own escalation procedures to ensure that the appropriate people and resources are applied in order to find or develop a suitable workaround or solution for a problem that cannot be resolved by Level 2 support. Problems not resolved by Level 2 support within the Escalation time (as defined in the Response Matrix) will automatically be escalated to Level 3. When a problem is escalated, a problem manager

will be assigned. The problem manager will own the problem through to its resolution and will act as the focal point for all communications with the customer and the account manager.

Severity Matrix

Severity level	Definition
Critical	Product malfunction or failure which significantly impacts business operation. No workaround available.
High	Product malfunction or failure which affects normal use of Product. No workaround available.
Medium	Product malfunction or failure – either a) does not significantly impact normal use of Product or b) workaround is available.
Low	Cosmetic or other low priority issue.

Response Matrix

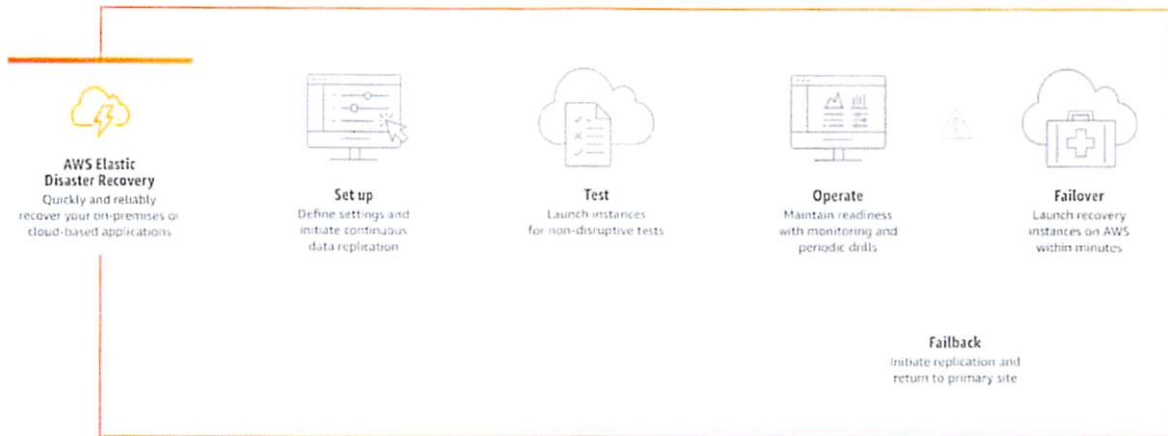
Severity	Response time	Escalation time	Target resolution time
Critical	2 hours*	4 hours*	1 working day
High	4 hours*	1 working day	2 working days
Medium	1 working day	2 working days	4 working days
Low	3 working days	N/A	Next scheduled update or release

* During period of cover which may equate to more than one day. A Resolution is defined as either a fix, or a workaround that is acceptable to the customer.

Cloud based/disaster recovery

The PreCise MRM solution utilizes Amazon Web Services. AWS Elastic Disaster Recovery (AWS DRS) minimizes downtime and data loss with fast, reliable recovery of on-premises and cloud-based applications using affordable storage, minimal compute, and point-in-time recovery. PreCise also provides 7 years of data storage with live access. At the end of that 7-year time frame we simply pull that data offline and archive. If

the County needs the data, give us 24-48 hours (Monday-Friday) and we will put that data back online.



WS Elastic Disaster Recovery how it works: The PreCise solution has been upgraded to a completely fault tolerant architecture in the “cloud” with multi-region disaster recovery. Multi-region disaster recovery locations are limited to geographical locations only within the United States.

In the event of a significant incident/disaster which effects the primary region in which the application is hosted, failover to a second region can be initiated by authorized declarers within PreCise MRM. Enacting regional failover, replicated application components would be started in the disaster recovery region. Integrity checks will be run on the application components prior to allowing user access. Points of entry to the web application and device listeners will then be updated via DNS to point to the disaster recovery region.

Addendum Acknowledgement Form

As of 4/18/24, 9am, there weren't any Addendum's provided out to the Laramie County website and or provided by Lori Pallak.

Price Proposal

One Time Hardware Cost:

\$0.00 for the 145 devices initially required. This does NOT include switches to track status of the plow. Prices for plow switches are listed below. The hardware is included in the monthly fee of \$20.00/month.

*****required 3 year commitment to PreCise MRM*****

Training:

\$0.00. Included in the \$20.00/month cost. We provide as many web trainings as needed and will provide 1 initial onsite training as needed.

Software Set up Cost:

\$0.00. Included in the \$20.00/month cost. We will also import all of the County's assets into PreCise.

County will need to provide an asset list per an Excel spreadsheet that will include: Asset

#/year/make/model/description of said vehicle.

Unit Hardware for future vehicles:

\$0.00. This includes additional only. Replacement items required due to theft, replacement due to breaking, vandalism, will need to be purchased. For example, replacement antennas are \$20.00. Replacement power harnesses are \$40.00 and replacement devices can range from \$150-\$250.00.

Monthly Maintenance/Subscription costs:

\$20.00/month/per asset. 145 assets per month x \$20.00 = \$2,900.00 per month. PreCise MRM typically invoices their customers monthly based upon reporting assets. But if the County chooses to pay annually, that option is below. Same cost.

Annual Maintenance/Subscription costs:

145 vehicles would equate to, \$34,800.00 per year. Typically PreCise MRM invoices monthly based upon reporting assets. If the County prefers to pay Annually this is what the cost would be. Our annuals run from July 1 – June 30th every year and if the County goes this direction the County will pay upfront, prorated. This is the base package that is quoted on the BID FORM. This price includes the GPS/AVL hardware device along with the services for 1 year. This price does NOT include sensors for plows or anything else extra which was defined by quantity in the RFP. If the County chooses to purchase additional items the County will need to purchase. This base price does not include installation price.

- Year 2: \$34,800.00 (145 assets).
- Year 3: \$34,800.00 (145 assets).

Optional hardware as wasn't defined by the County:

- Pressure switch kit: \$200.00. This would be used to track the status of the plow up/down. Needs to be installed into the up line via the hydraulics. This is the most robust solution and we provide the entire kit (switch, harness, T fitting to tie into hydraulic line). If the County has 20 plow trucks: \$4,000.00
- Tilt switch kit: \$75.00. Like the pressure switch, this is an option to track the status of the plow. Not as robust as the plow switch but possibly a little easier to install and less in cost. If the County has 20 plow trucks: \$1,500.00

Optional cost for installation:

One or two (2) of our FORCE America Field Service professionals would come onsite and install accordingly. We ask that vehicles are all at one locaiton and that vehicles are available at all times. We will also ask that one of the Laramie County techs is available to move equipment as needed and shadow a little bit to know where devices are installed for future maintenance/know how. We will import all the asset information into PreCise and when our techs leave it is 100% operational.

- 88 light vehicles/pickup trucks/etc. \$50.00 each. This is 100% turnkey for every asset that has an operational OBDII port. If the OBDII port isn't operational, County will need to address/fix. \$4,400.00
- 17 Motor graders: \$125.00 each. \$2,125.00
- 20 large trucks: \$125.00 each. \$2,500.00
- 20 OTHER: \$125.00 each. \$2,500.00.

REST API: \$0.00. Included in the \$20.00/month.

PreCise GeoEvent Connector: \$5,000.00 upfront. \$1,000.00 M&S annual fee after year 1.

Vehicle Data Terminal: \$650.00/per. This is the Samsung Galaxy Tablet that would be used if the County decided it wanted an operator interface for the operators to log potholes, sign damage, road conditions, etc. PreCise MRM would need to know this up front as a differnet GPS device is required.

In closing the \$34,800.00 includes all the hardware needed and 1 year of services. This is the base price which doesn't include anything extra such as pressure switches or installation or items like the GeoEvent Connector. The County may want to invest in the PreCise GeoEvent Connector as an Esri shop (this would allow for the County to easily ingest PreCise data into their GeoEvent environment.

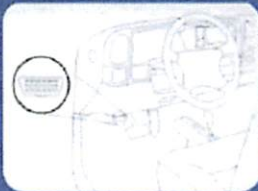
*****If the County wants to add the VDT application (Tablets) we reserve the right to change the price as the device option that would be mounted in the vehicle would also need to be upgraded.*****

The IX-84 is an in-vehicle installed mobile resource management unit offering a feature packed solution in a small footprint at a competitive price. Its autodetect feature makes installation for both light & heavy duty vehicles effortless. Its enhanced GPS technology accurately captures data associated with vehicle tracking and diagnostics.

The IX-84 enables owners, fleet managers and equipment maintenance personnel to have an accurate account of vehicle location, detailed maintenance tracking and support for the electronic monitoring mandate for commercial vehicles over 10,001 lbs. gross weight when required.

Easy Installation

For light to medium duty vehicles simply locate the OBD-II port in your vehicle and plug the IX-84 device into this port. Heavy duty vehicles require the J1939 or J1708 interface cable to connect to the heavy duty diagnostic port.



FEATURES

- OBD-II Interface for light to medium duty vehicles
- Auto Detect J1939, J1708 for heavy duty vehicles
- Bluetooth smart connectivity
- Certified ELD for Hours of Service reporting
- Fuel efficiency monitoring
- Proactive vehicle maintenance
- Internal GPS and GSM antennas
- Internal backup battery

APPLICATIONS

- Provides discreet, easy to install tracking for both light to medium duty vehicles utilizing OBDII as well as heavy duty trucks requiring J1939 or J1708 support.
- Ideal solution for asset tracking, managing driver behavior, vehicle maintenance and other automotive applications when access to the vehicle diagnostics interface (OBD-II or J1939/1708) is required.
- Certified ELD for HOS serves carriers in the USA and Canada to meet the new electronic monitoring mandate for commercial vehicles over 10,001 lbs. gross weight. Simple installation paired with a user friendly interface, all records of duty status are maintained electronically.



PRODUCT SPECIFICATIONS

IX-84

The IX-84 is a compact device installed in the OBD-II or J1939/J1708 diagnostic port in the cab of your vehicle which gathers activity information, such as engine hours, mileage, location history, idle time, battery voltage and engine diagnostics. This information is then securely transmitted and stored in an enterprise-class data center where it is accessible from anywhere in the world via standard web browsers. You can view comprehensive reports and set automated alerts to be emailed to you if your fleet is operating during off hours, speeding or when maintenance is due.



TECHNICAL SPECIFICATIONS

GENERAL

Communication Modes: GPRS/EDGE/HSPA and SMS
Operating Voltage: 12 volt vehicle systems

A-GPS: MS-Based, MS-Assisted

Stand Alone GPS

Time to First Fix:

- 30 Second cold start
- 1 sec hot start
- 1 Hz navigation fixes

CELLULAR

Data Support: SMS, UDP Packet data

Operating Bands (Mhz (band))

- GSM/GPRS: 850/900/1800/1900
- HSPA/UMTS: 800/850/900/1700/1900/2100

COMPREHENSIVE I/O

OBD-II Interface

J1939/J1708 Heavy Duty Interface

Inputs: None

Outputs: None

Status LEDs: Two

CERTIFICATIONS

Fully certified FCC, PTCRB & AT&T Applicable Carriers

ENVIRONMENTAL

Temperature: -10° to +60° C (operating)
-40° to +85° C (storage)

Humidity: 90% non-condensing

ELECTRICAL

Operating Voltage: 8-24 VDC

Power Consumption: 100 uA (deep Sleep)

2 mA (idle on network)

30 mA (active)

PHYSICAL

Dimensions: 2.55" x 1.92" x 1.02" (64.77 x 48.76 x 25.9 mm)

Weight: 1.56 oz. (45 g)

MOUNTING

Built-in OBD-II connector



The IX-101-G is a rugged, water-proof mobile resource management solution designed specifically for the severe duty needs of on and off road commercial fleets. Combining a GPS receiver and a 4G LTE cellular radio communicating on the largest, most pervasive network in the world, you will always know where your mobile assets are and how they are performing.

The IX-101-G enables owners, fleet managers, equipment maintenance personnel and finance staff to have an accurate account of which assets are driving productivity and which are adversely affecting the bottom line.

FEATURES

- 4G LTE CAT1 Wireless Connectivity
- Designed to withstand the rigors of the heavy equipment environment
 - Watertight and dust-tight
 - Operating temperature -30°C to +60°C
 - Shock ± 25 g
- 2 MB onboard flash memory
- Modular Connectivity
 - Two isolated discrete inputs plus ignition
 - CAN Bus J1939 interface
- Simplified installation with flexible in-vehicle mounting options
- Web-based device management
- Configurable exception-based alerts
- Over-the-air unit configuration and firmware download
- Voltage monitoring and low battery notification
- Made in the USA

APPLICATIONS

- Designed for use with off road heavy equipment such as excavators, back-hoes, graders and rollers, yet well suited for light to medium duty vehicles as well
- Collection of IFTA and other mileage data for vehicles frequently crossing state lines
- Provides discrete, easy to install tracking for work trucks, delivery vans and other commercial vehicles



The IX-101-G is a compact device installed in the cab of your vehicle which gathers equipment activity information such as engine hours, mileage, location history, idle time and battery voltage. This information is then securely transmitted and stored in an enterprise-class data center where it is accessible from anywhere in the world via standard web browsers. You can view comprehensive reports and set automated alerts to be emailed to you if your fleet is operating during off hours, speeding, violating user defined geofences, or if there is a maintenance issue.



TECHNICAL SPECIFICATIONS

GENERAL

Communication Modes: 4G LTE CAT1 and SMS
 Operating Voltage: 12 - 32 volt vehicle systems

GPS

Location Technology: 12 channel GPS
 Location Accuracy: <2.5 meter (50%)
 <5.0 meter (90%)
 Tracking Sensitivity: -160dBm
 Acquisition Sensitivity: -142dBm

CELLULAR

Data Support: SMS, TCP Packet Data
 Operating Bands (Mhz (band)):
 - B2 1850 - 1910 XMT, 1930 - 1990 RCV
 - B4 1710 - 1755 XMT, 2110 - 2155 RCV
 - B12 699 - 716 XMT, 729 - 746 RCV

COMPREHENSIVE I/O

Inputs:
 2 isolated discrete inputs plus ignition
 CAN Bus J1939 Interface
 Status LEDs: GPS and cellular



CERTIFICATIONS

Fully Certified FCC, ROHS, IC REACH, PTCRB

ENVIRONMENTAL

Temperature: -30° to +60° C (operating)
 -40° to +85° C (storage)
 Humidity: 5% - 95%RH non-condensing at +40°C
 Vibration: SAE J1455
 Shock: +25g
 Electrical Protection: SAE J1455 (12V & 24V)
 - Over voltage, load dump, reverse polarity and ESD protected

ELECTRICAL

Operating Voltage: 9.8 - 32V dc
 Power Consumption: 20 mA @ 12V dc (sleep)
 100 mA @ 12V dc (operating)
 15 mA @ 24V dc (sleep)
 90 mA @ 24V dc (operating)

PHYSICAL

Dimensions: 4.7 x 5.3 x 1.5" (120 x 135 x 38 mm)
 Weight: 6 lbs (3 kg)

MOUNTING

Two integrated 1/4" or 6 mm fastener mounting flanges

The IX-403-G series GPS device is a rugged, full-featured mobile resource management solution that encompasses the latest in technology to deliver critical vehicle data to fleet managers. Combining a GPS receiver and a 4G LTE CAT1 cellular radio, you will always know where your mobile assets are and how they are performing.

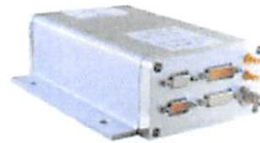
Whether you're a municipality with a winter maintenance fleet looking to integrate GPS with FORCE America spreader controllers or a service company looking to outfit your mobile mechanics' trucks for dispatching, PreCise MRM can help you maximize your resources and minimize costs.

FEATURES

- 4G LTE CAT1 and WiFi Wireless Connectivity
- Ruggedized Design
 - Water resistant
 - Operating temperature -30°C to +85°C
 - Shock ± 25 g
- 16 MB onboard flash memory
- Modular Connectivity
 - Six inputs (digital/analog, with selectable pull-up)
 - Two outputs (open-drain, >0.5A capable)
 - 10/100-BaseTX ethernet port
 - Embedded host USB port
 - 2 J1939 ports / 1 J1708 port
 - OBDII options (eliminates J1939 and J1708 ports when installed)
 - 2 RS-232 ports (spreader controller interface, diagnostic, auxiliary)
- Simplified installation with flexible in-vehicle mounting options
- Web-based device management
- Configurable exception-based alerts
- Over-the-air unit configuration and firmware download
- Voltage monitoring and low battery notification

APPLICATIONS

- Designed for use with severe-duty fleets such as service trucks and winter maintenance equipment
- Collection of IFTA and other mileage data for vehicles frequently crossing state lines
- Spreader controller integration
 - Seamlessly integrates with FORCE America SSC5100, 5100ex and SSC6100 series spreader controllers
 - Monitor up to 37 different winter maintenance activities via spreader controls for critical storm fighting decisions and post storm analyzing
 - Automate driver logs and material usage reporting for greater accuracy
 - Location and activity information provide evidence to minimize exposure in costly tort claims
- Made in the USA





CERTIFICATIONS
Fully Certified FCC, ROHS, IC REACH, PFCRB

ENVIRONMENTAL
Temperature -30° to +65° C (operating)
-40° to +65° C (storage)
Humidity 5% - 95%RH non-condensing at +40°C
Vibration SAE J1455
Shock 425g
Electrical Protection SAE J1455 (12V & 24V)
ESD protected

ELECTRICAL
Operating Voltage: 9.8 - 32V dc
Over-Voltage Protection Threshold
32V dc (MIN) / 36V dc (MAX)
NOTE: Above this threshold, device will not operate until voltage is within normal operating range

PHYSICAL
Power Consumption: 7 mA @ 12V dc (sleep)
500 mA @ 12V dc (operating)
9 mA @ 24V dc (sleep)
250 mA @ 24V dc (operating)

MOUNTING
Dimensions: 2.3 x 5.9 x 8.0" (57 x 150 x 203 mm)
Weight: 2 lbs (1.0 kg)
Mounting flanges on each side of the device with four 1/4" (6mm) fastener holes

GENERAL
Communication Modes: 4G LTE CAT1 and SMS
Operating Voltage: 12 - 32 volt vehicle systems

GPS
Location Technology: 12 channel GPS
Location Accuracy: <2.5 meter (50%)
<5.0 meter (90%)
Tracking Sensitivity: -160dBm
Acquisition Sensitivity: -142dBm

CELLULAR
Data Support: SMS, TCP Packet Data
Operating Bands (MHz):
- B2: 1850 - 1910 XMT, 1930 - 1990 RCV
- B4: 1710 - 1755 XMT, 2110 - 2165 RCV
- B12: 699 - 716 XMT, 729 - 746 RCV

WIFI
Radio Type: IEEE 802.11b/g
Frequency Coverage: 2.412 - 2.484 Ghz
Range (open environment): 2 Mbps up to 100 meters
1 Mbps 100 to 150 meters

COMPREHENSIVE I/O
Inputs/Outputs
6 inputs (open-drain, >0.5A capable)
2 outputs (open-drain, >0.5A capable)
10/100-Basex ethernet port
Embedded host USB port
ODII option (eliminates J1939 and J1708 ports when installed)
2 RS-232 Ports (spreader controller interface, diagnostic, auxiliary)
Status LEDs: Power/Ignition, GPS, cellular, WiFi and all inputs/outputs

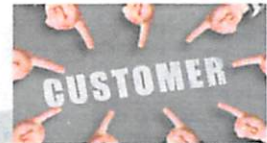
TECHNICAL SPECIFICATIONS



PRODUCT SPECIFICATIONS IX-403-G



- 100% employee owned. FORCE America is based out of Burnsville, MN and we have 15 facilities across the USA. Local support with Field Service near you!
- We support our equipment better than any other GPS provider in the market.
- No other GPS solution can support our FORCE America controllers like PreCise MRM can (we are tested against our own equipment, every firmware version).
- "One Throat to Choke". You don't have to worry about support or another GPS vendor NOT knowing how to interpret data from your spreader controls.
- Tried and trued. Almost 17 years of experience of supporting our spreader controls.
- 3rd party integration via REST API (Iteris, AssetWorks, CityWorks, AgileAssets, etc.)
 - REST API is a free web services resource we provide to our customers
- ESRI Silver Tier partners. We have developed our own PreCise ArcGIS Connector and currently support up to 10.9.1 (ESRI Server Edition).
- Installation services available from PreCise. If you don't have the resources to install equipment, we do!
- Support is 2nd to none. We put the customer first!
- Know your contacts at PreCise MRM. Other GPS vendors come and go and so does the staff. Not at PreCise MRM!



Snow Operations

- Real time route completion (based upon what has been salted and or plowed)
 - ✓ Make informed decisions in real time based upon what areas have been plowed/salted vs. those that have not.
- Know how much material has been applied, what type of material and where?
 - ✓ Only PreCise can integrate into your trucks with our FORCE America spreader controls to give you the data you desire regarding salting applications/prewets/direct liquids and air/road temps.
- Material Usage Reports: how much material was put down on the road.
- Mapping: know where your plow trucks are at all times, what % of the routes have been completed by utilizing our Route Completion Maps!

FORCE America:

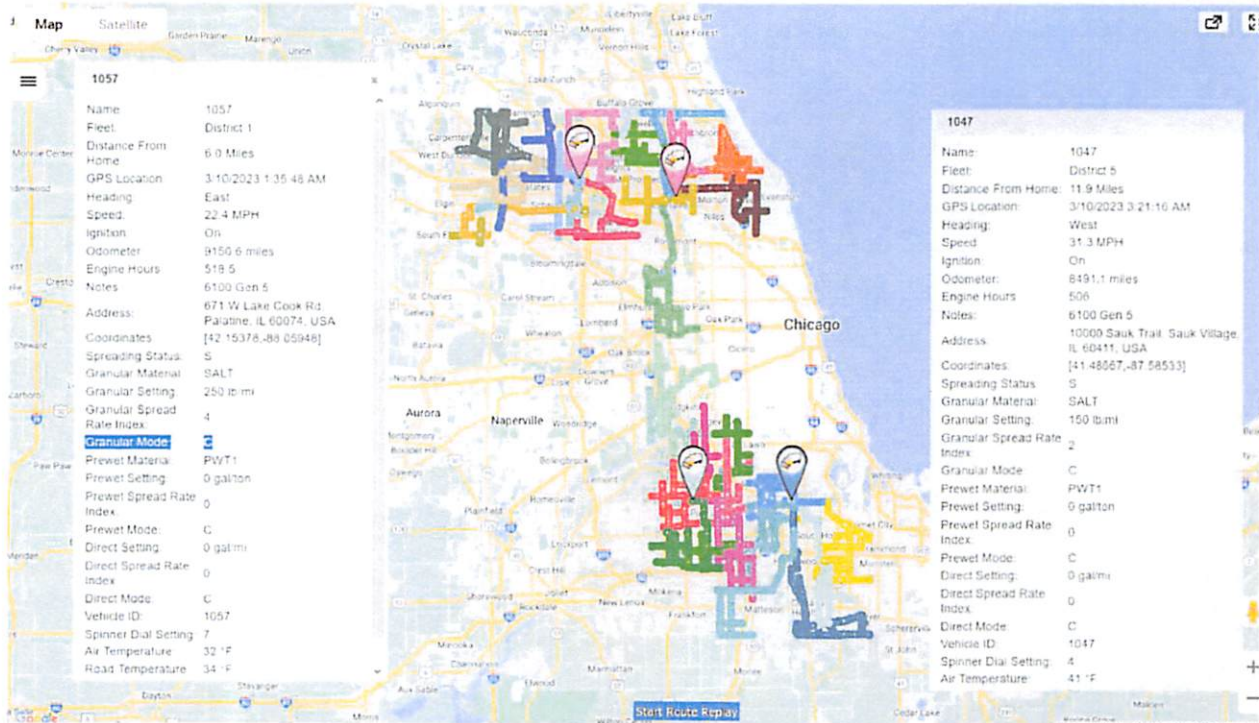
- 5100
- 5100ex
- 6100 Gen 2
- 6100 Gen 3
- 6100 Gen 4
- 6100 Gen 5

PreCise is the **ONLY** truly supported GPS/AVL provider of FORCE America spreader controls. Every version of firmware tested/supported.

ONE THROAT TO CHOKE!



EVENT	PREWET SETTING	PREWET MATERIAL NAME
TIME	PREWET TOTAL	DIRECT LOOP OPERATION
DATE	DIRECT SETTING	DUST CONTROL SETTING
SPREADER STATUS	DIRECT TOTAL	DUST CONTROL TOTAL
GRANULAR MODE	DIRECT LANE SWITCHES	DUST SPRAY WIDTH
UNITS	ROAD TEMPERATURE	DUST LOOP OPERATION
VEHICLE SPEED	AIR TEMPERATURE	UNLOAD FUNCTION
DISTANCE TOTAL	SPREADER INFORMATION	GRANULAR SPREAD RATE INDEX
GRANULAR MAT. NAME	DRIVER ID	PREWET SPREAD RATE INDEX
GRANULAR MAT. SETTING	VEHICLE ID	DIRECT APPLICATION SPREAD RATE INDEX
SPIN LANE COMP. SETTING	ERROR STATUS	DUST CONTROL SPREAD RATE INDEX
GRANULAR MAT. TOTAL	OPERATION GATE SETTING	
SPINNER DIAL SETTING	PREWET LOOP OPERATION	





Material Usage Report
 Start Date: 3/1/2023 12:00:00 AM
 End Date: 3/31/2023 11:59:00 PM
 Timezone: (UTC-06:00:00) Central Standard Time

Fleet: District 1							
Asset	Distance (miles)	Engine Hours	Distance Spreading (miles)	Salt Distance (miles)	Salt Total (lbs)	Average Salt Rate	Salt Blast Count
1018	705.4	43:49:22	470.6	470.1	134488.0	286.1	20.0
1019	669.7	41:40:36	398.1	398.0	103644.0	260.4	61.0
1020	46.0	4:11:16	36.4	36.4	10458.0	287.3	3.0
1028	630.4	36:02:13	378.4	378.4	160192.0	423.3	248.0
1031	505.2	38:09:32	425.8	425.8	179824.0	422.3	7.0
1034	213.9	25:24:00	120.9	120.9	31293.0	258.8	16.0
1035	635.3	56:28:39	370.4	370.2	87496.0	236.3	53.0
1036	506.0	43:23:28	403.7	404.1	120099.0	297.2	200.0
1055	585.6	39:15:05	435.6	435.8	183141.0	420.2	80.0
1056	177.0	21:38:25	108.7	108.7	26207.0	241.1	11.0
1057	224.2	16:52:27	172.4	172.4	44043.0	255.5	5.0
Totals	4898.7	366:55:03	3321.0	3320.8	740869.0	223.1	704.0

PreCise – Street Sweeping

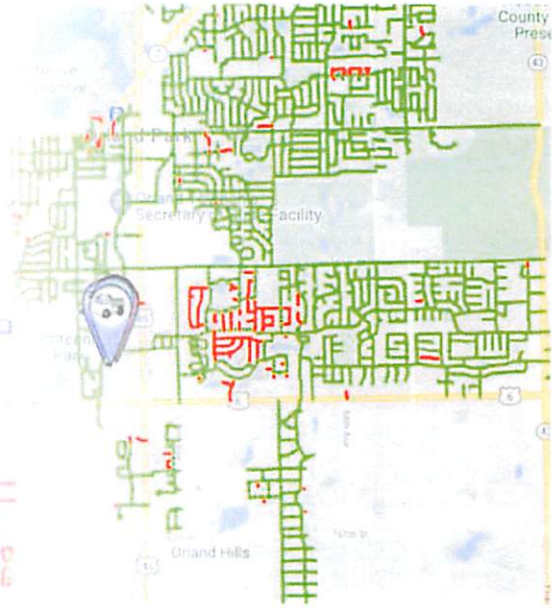
2026 Jesse

Name: 2026 Jesse
 Fleet: Sweepers
 Distance From Home: 1.6 Miles
 GPS Location: 5/16/2023 9:12:18 AM
 Heading: South
 Speed: 0.0 MPH
 Ignition: On
 C/B Repair: Off
 Sweeping: On/Down
 Odometer: 4008.7 miles
 Engine Hours: 1241.9
 Notes:
 Address: 2749 Louisiana Ave S, Minneapolis, MN 55426, USA
 Coordinates: [44.9534,-93.37027]

1520 Eric

Name: 1520 Eric
 Fleet: Sweepers
 Distance From Home: 1.6 Miles
 GPS Location: 5/16/2023 10:58:31
 Heading: North
 Speed: 2.2 MPH
 Ignition: On
 C/B Repair: Off
 Sweeping: On/Down
 Odometer: 9055.9 miles
 Engine Hours: 3058.5
 Notes:
 Address: 2832 Colorado Ave S, Minneapolis, MN 55416, USA
 Coordinates: [44.95207,-93.36006]

Route Completion



6100 Gen 5 – Camera images

Satellite

01 UNDERWOOD 9546

Name:	01 UNDERWOOD 9546
Fleet:	Bismarck
Distance From Home:	32.8 Miles
GPS Location:	4/5/2023 6:53:13 AM
Heading:	North West
Speed:	44.7 MPH
Ignition:	On
Flow:	Down
Right Wing:	Down
Left Wing:	Up
Odometer:	32980.8 miles
Engine Hours:	1247.5
Notes:	Left wing, Brine tank 20 TA Dump
Address:	724H-QH Washburn, ND, USA
Coordinates:	[47.25692,-100.97112]
Spreading Status:	0
Prewet Setting:	0 galton
Direct Material:	DIR1
Direct Setting:	0 gal/mi
Direct Spread Rate Index:	0
Direct Mode:	C
Vehicle ID:	SF9546
Air Temperature:	17 °F
Road Temperature:	23 °F
Relative Humidity:	84 %

Captured Image:



ARC – Air & Road Conditions System

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (printed name) Matthew Loeffler
am the (title) VP of Products & Engineering
and the duly authorized representative of the firm of (Firm Name) PreCise MRM LLC

whose address is 1311 E. Franklin Road suite 101
Meridian, ID 83642

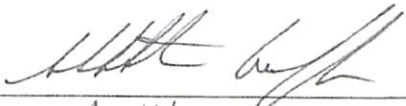
And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: 
Printed Name: Matthew Loeffler
Firm Name: PreCise MRM LLC
Date: 4-18-2024

Sworn to and subscribed before me this 18th day of April 2024,
Notary Public - State of Minnesota
My Commission expires 1/31/2027

(Printed, typed, or stamped commissioned name of Notary Public)

bratzel



BID FORM (Attachment)

TO: Lori Pallak
310 West 19th Street, Ste. 320
Cheyenne, WY 82001
(307) 633-4334

The undersigned hereby declares that [firm name] Pre Case MRM LLC

have carefully examined the specifications to furnish: **GPS Tracking** for which bids were advertised to be received no later than 2:00 PM, MST, April 18, 2024 and further declare that [firm name] Pre Case MRM LLC will furnish the said work according to specifications.

Proposed Cost Total Estimated Cost for Project: \$ Basic package defined in RFP: \$34,800.00. 145 assets.

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFB to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? YES NO

Laramie County reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Bids and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this bid/offer document and any contract(s) and/or other transactions required by award of this RFB.

Company Pre Case MRM LLC

By Matthew Loeffler (Print name)

Signature 

Address 1311 E. Franklin Road Suite 101, Meridian, ID 83642

City Meridian State ID ZIP 83642

Telephone 208-850-7739 Bob Lowe Fax 952-252-3731

E-Mail Address: blowe@precisemrm.com

DUNS# 00-980-2065



Precise MRM LLC,
A subsidiary of FORCE America, Inc.
501 East Cliff Road
Burnsville, MN 55337
(888) 449-0357

Sales Quotation

QUOTE

QT200-1006725-2

DATE

7/15/2024

PAGE

2 OF 3

83944
Laramie County Public Works
13797 Prairie Center Circle
Cheyenne WY 82009-8851
USA

680497
Laramie County Public Works
13797 Prairie Center Circle
Cheyenne WY 82009-8851
USA

Expiration Date: 8/9/2024
Customer Ref.: Laramie County, WI
Customer P/O:
Customer Contact:
Payment Terms: Net 30 Days
Sales Rep: Lowe, Bobby J
F.O.B.: Meridian, ID
Ship From: Precise MRM LLC
Site 180
131 E Franklin Rd STE 103
Meridian ID 83642
USA

NOTES

PRODUCT / DESCRIPTION	QTY	U/M	PRICE	EXTENSION
1177379 Rev. A IX-84-GV, ELD Device with Verizon SIM IX-84-GV	98	EA	0.00	0.00
1108076 Rev. A Cable, OBDII, Y Adapter, M x 2F, with bracket MOBD2-SPLTA	98	EA	20.00	1,960.00
1176824 Rev. C Finassy - IX101-D-VZW IX-101-D-VZW	80	EA	0.00	0.00
1175867 Rev. A Antenna, Magnet/Adhesive, Cell, GPS 1175867	80	EA	0.00	0.00
1102308 Rev. A Field Service Installation - see comment line for details Install - Field Service	1490000	EA	0.01	14,900.00

Prices Are Not Guaranteed And Are Subject To Change
Lead Times & Delivery Dates Are Based Upon Current Information And Are Subject To Change
Unless Otherwise Noted, Prices Do Not Include Freight

Accepted By: _____
Date: _____

MERCHANDISE TOTAL: \$16,860.00
 MISC CHARGE: \$0.00
 TAX: \$0.00
 QUOTE TOTAL: \$16,860.00

Questions about your order? Contact us by phone at 888-449-0357 or email us at sales@precisemrm.com

***.forceamerica.com

**PRECISE MRM LLC
TERMS AND CONDITIONS**

Acceptance: These Terms and Conditions shall govern all contracts for the sale of any goods to Buyer by PreCise MRM LLC and/or its subsidiaries and divisions (collectively "Seller"). These Terms and Conditions shall control over any conflicting terms and condition set forth in any request for quotation, purchase order, confirmation or other transaction document submitted to Seller by Buyer.

Delays in Delivery: Seller shall not be responsible for any delay in delivery of goods to Buyer due to fires, strikes, riots, Acts of God, government orders or restrictions, delays in transportation delays by suppliers or materials or parts, inability to obtain necessary labor or other causes beyond Seller's control. In the event of such delay, the delivery date shall be extended for a reasonable period of time.

Damage or Loss in Transit: All risk of loss shall pass to Buyer at the time of delivery of the goods. Deliver of the goods to any carrier shall constitute delivery of the goods to Buyer, regardless of which party retained or hired the carrier.

Warranties: Seller warrants that any goods sold by Seller to Buyer shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery. THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE WARRANTY MADE BY SELLER TO BUYER. SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Exclusive Remedy: If within the aforementioned one-year warranty period, any goods sold by Seller are proven by Buyer to be defective to Seller's reasonable satisfaction, then such defective goods shall be repaired or replaced, at Seller's sole option. THIS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER. BUYER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE ENTITLED TO RECOVER ANY INCIDENTAL, CONSEQUENTIAL OR CONTINGENT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS.

Payment: Buyer shall pay Seller's invoices within thirty (30) days of receipt. Buyer agrees to pay interest to Seller on any past-due amounts at the rate of 18% per year.

Security Interest: To secure payment of Seller's invoices, Buyer hereby grants Seller a security interest in all goods sold by Seller to Buyer. Buyer hereby authorizes Seller to file financing statements on behalf of Buyer to perfect Seller's security interest. In the event Buyer fails to timely pay Seller for any goods sold to Buyer, Seller may proceed, at its option, to utilize the remedies available to a secured party under Article 9 of the Uniform Commercial Code.

Freight Terms: All sales made by Seller to Buyer shall be F.O.B. Seller's Distribution Center.

Returned Goods: Goods may only be returned by Buyer with Seller's prior authorization and consent. Only unused goods in original containers of current design will be considered for return. Specially manufactured, custom or modified goods shall not be returnable. Buyer shall pay all transportation charges for any goods accepted for return by Seller. Buyer shall also pay a restocking charge equal to 15% of the original price of any goods accepted by Seller for return.

Taxes and Other Charges: Buyer shall be responsible for paying any taxes, duties, fees, or other charges imposed by any governmental entity based upon Buyer's purchase of any goods from Seller.

Legal Action: These Terms and Conditions and the terms of any contract for the sale of goods by Seller to Buyer shall be governed by and construed in accordance with Minnesota law. Any action relating to or arising out of any contract for the sale of goods by Seller to Buyer shall be venued in state or federal court in Minnesota. Buyer consents to the personal jurisdiction of Minnesota courts and waives any defense that venue in Minnesota is in any manner inconvenient. Buyer shall pay all attorney fees, costs and disbursements incurred by Seller in collecting any amounts due from Buyer, enforcing these Terms and Conditions and/or enforcing the terms of any contract for the sale of goods by Seller to Buyer. Any legal action by Buyer against Seller relating to or arising out of any contract for the sale of goods by Seller to Buyer shall be brought within one (1) year after the delivery of the goods or be forever barred.