

AGREEMENT TO PROVIDE THE PURCHASE OF A MULTI-PURPOSE TRACTOR
between
LARAMIE COUNTY, WYOMING and MAC EQUIPMENT, INC.

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 ("COUNTY") and Mac Equipment, Inc., located at 2116 W. 1st Street, Loveland, CO 80537 ("CONTRACTOR").

I. PURPOSE

The CONTRACTOR is to provide the purchase of a Multi-Purpose Tractor, as requested in the RFB issued by the Laramie County Public Works Department.

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 the project is completed by CONTRACTOR and accepted by COUNTY as set forth in the Agreement.

III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY as detailed in the RFB attached hereto as Exhibit A, which is fully incorporated herein. The total payment to CONTRACTOR under this Agreement shall not exceed \$62,490.73 (bid amount), 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). This project is being paid for with Federal ARPA Funds (ALN #21.027).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide a Ventrac Tractor as specified in the bid attached hereto as Exhibit B.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the purchase and delivery, CONTRACTOR will work with COUNTY as needed in accordance with such individuals or curriers 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), and the attached RFB (15 pages) and the attached Proposal (10 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.

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**AGREEMENT TO PROVIDE THE PURCHASE OF A MULTI-PURPOSE
TRACTOR
between
LARAMIE COUNTY, WYOMING and MAC EQUIPMENT, INC.**

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Troy Thompson, Chairman Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: MAC EQUIPMENT, INC.

By: John McCrimmon Date 4-21-23
Name: John McCrimmon
Title: President

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 4/21/2023
Laramie County Attorney's Office

" COPY "



MAC EQUIPMENT, INC.

2116 W. 1st St.
Loveland, Co. 80537
970-593-9421
Fax: 970-663-4777

715 S. Main St.
Longmont, Co. 80501
720-204-6335
Fax: 720-204-6360

www.maceq.com

BID FOR

LARAMIE COUNTY PUBLIC
WORKS

MULTI-PURPOSE TRACTOR

CLOSING DATE: APRIL 6TH, 2023



MAC EQUIPMENT, INC.

2116 W. 1st St.
Loveland, Co. 80537
970-593-9421
Fax: 970-663-4777

715 S. Main St.
Longmont, Co. 80501
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RESPONDENT'S PROFILE

1. We are a family owned and operated outdoor power equipment sales, parts and service business focusing on providing high quality brands that meet or exceed consumer expectations. We also provide well qualified customer service specialists who strive to provide a positive buying experience across several key consumer categories. The leadership consists of four brothers who opened their doors in 1995 with twelve previous, highly successful years in commercial and residential lawn maintenance.
2. Our organizational structure is best described as horizontal flowing between the sales department, service department, and outside sales team governed by one general manager per location. (Loveland/Longmont)
3. Ownership interests are split equally between the four brothers 25% each.
4. Two locations located in Loveland and Longmont serving Northern Colorado, Front Range, Southern Wyoming, and Western Nebraska.
5. As Northern Colorado's largest premier outdoor power equipment sales, service and parts company, our goal is to continue offering high quality products we can stand behind and retain highly educated, trained mechanics to fix what we sell!
6. Our outside sales team is well educated on all aspects of our machinery and is available.

BID FORM

TO: Laramie County Public Works
Name and Address 13797 Prairie Center cir. Cheyenne WY 82009

The undersigned hereby declares that [firm name] Mac Equipment Inc.

have carefully examined the specifications to furnish: A Multi-Purpose Tractor for which bids were advertised to be received no later than 2:00 p.m., local time, April 6, 2023 and further declare that [firm name] Mac Equipment Inc will furnish the said work according to specifications.

Proposed Cost Total Estimated Cost for Project: \$ 62,490.73

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 Mac Equipment Inc
By John McCrimmon, President (Print name)

Signature [Signature]

Address 2116 W 1st St

City Lowland State CO ZIP 80537

Telephone 970-420-9099 Fax _____

E-Mail Address: Sales@maceg.com

DUNS# _____ Fed. ID. # 84-1332338

1.0 Purpose & Overview

Laramie County Public Works is soliciting competitive sealed bids from qualified vendors to provide a new Multi-Purpose Tractor for the Laramie County Public Works Department. Successful vendor must be registered on sam.gov.

2.0 Scope of Services

One new Multi-Purpose Tractor, delivered to the Laramie County Public Works facility at:

13797 Prairie Center Circle
Cheyenne, WY 82009

Estimated date of delivery: 3-5 business days after approval of P.O. (Coordinate w/ Robert)

General

- Horsepower rating of 30 to 35
 - Meets Specifications: ☒ Yes No
- Gasoline powered engine
 - Meets Specifications: ☒ Yes No
- Liquid cooled
 - Meets Specifications: ☒ Yes No
- All weather cab, removable
 - Meets Specifications: ☒ Yes No
- Battery disconnect switch
 - Meets Specifications: ☒ Yes No
- Hydrostatic, All-Wheel-Drive (AWD)
 - Meets Specifications: ☒ Yes No
- Power steering
 - Meets Specifications: ☒ Yes No
- Electric Power-Take-Off (PTO) clutch with brake
 - Meets Specifications: ☒ Yes No
- Front hitch for front mounted attachments
 - Meets Specifications: ☒ Yes No

General: Continued

- 3-Point hitch, Category 1
 - Meets Specifications: ☒ Yes No
- All terrain tires (including 1 spare tire, mounted on wheel)
 - Meets Specifications: ☒ Yes No
- LED headlights and taillights
 - Meets Specifications: ☒ Yes No

Attachments

- Front mount v-blade, hydraulically controlled angling & lifting
 - Width: 52"
- Front mount power broom with electric actuator, power angling & lifting
 - Width: 52"
- Front mount aerator
 - Width: 48" Times 54" overall
- 60-inch front mount finish mower with side discharge deflector
 - Meets Specifications: ☒ Yes No
- Minimum, 48-inch-wide tiller
 - Meets Specifications: ☒ Yes No

Safety & Other

- Paper copies of Service, Repair, and Parts Manuals (to be supplied upon delivery)
 - Meets Specifications: ☒ Yes No
- One complete set of filters shall be provided
 - Meets Specifications: ☒ Yes No

Warranty and Training**TRAINING AND DIAGNOSTICS:**

- Warranty to be a minimum of 2 years or 1,200 hours, whichever comes first.
- A complete set of printed service, parts, operator, and repair manuals shall be supplied with the tractor (if applicable). upon delivery



MAC EQUIPMENT, INC.

2116 W. 1st St.
Loveland, Co. 80537
970-593-9421
Fax: 970-663-4777

715 S. Main St.
Longmont, Co. 80501
720-204-6335
Fax: 720-204-6360

www.maceq.com

REFERENCES

City of Greeley:

Jon Anaya jon.anaya@greeleygov.com 970-397-4789

City of Brighton:

Kent Tate ktate@brightonco.gov 303-655-2062

City of Colorado Springs:

Corey Rivera corey.rivera@coloradosprings.gov 719-385-6713

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (printed name) John McCrimmon

am the (title) President

and the duly authorized representative of the firm of (Firm Name) _____

MAC Equipment, Inc.

whose address is 2116 W. 1st St. Loveland, CO 80537

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

EXCEPTIONS (List)

Signature: _____

Printed Name: John McCrimmon

Firm Name: MAC Equipment, Inc.

Date: 3-30-23

Sworn to and subscribed before me this 30th day of MARCH, 2023.

Notary Public - State of COLORADO

My Commission expires 07-28-2026

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

Karen M Adams

KAREN M ADAMS
Notary Public
State of Colorado
Notary ID # 20064022601
My Commission Expires 07-28-2026



Pricing Quote

Quote #: 72063-1003
Contract #: 031121-TTC

Date Quoted: March 8, 2023
Quote Expires: April 7, 2023

Prepared For:

Shad Yenglin
Laramie County Public Works
13797 Prairie Center Cir
Cheyenne, WY 82009

Prepared By:

MAC EQUIPMENT, INC
Robert Gwynn
2116 W 1ST STREET
LOVELAND, CO 80537
970-593-8421
Phone: 970-420-8099

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	MSRP	Sourcwell	Total
1	4520Z (39.51215)	Ventrac Tractor: KN, 4520Z Kubota WG972-GL <i>Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pags</i>	31,070.00	27,341.60	27,341.60
1	70.4160-99	Accessory: Kit, 3 Point Hitch 4520	2,500.00	2,200.00	2,200.00
1	70.4167-99	Accessory: Kit, Heated Suspension Seat 4520	800.00	704.00	704.00
1	KW452 (70.2014)	Accessory: CAB Cab, KW452 for 4500/4520	8,525.00	7,502.00	7,502.00
1	70.2006-4	Accessory: Kit, Mirror	155.00	136.40	136.40
1	70.8162	Accessory: Kit, Cab Hazard Lights	515.00	453.20	453.20
1	70.8161	Accessory: Kit, Cab Strobe Light	390.00	343.20	343.20
1	70.8148	Accessory: Kit, Cab Windshield Washer	255.00	224.40	224.40
1	70.2006-6	Accessory: Kit, Defrost Fan	275.00	242.00	242.00
1	70.2014-51	Accessory: CAB HEATER KIT 4500/4520 Y&Z Kit, KW452 Heatr Install 4500/4520 Y&Z	360.00	316.80	316.80
1	MS600 (39.55110)	Attachment: MOWERS - FINISH MS, MS600 Mower SD	5,175.00	4,554.00	4,554.00
1	70.8214	Accessory: Kit, Hydraulic Flip Up MS/MT/MU	550.00	484.00	484.00
1	EB480 (39.55494)	Attachment: AERATOR EB, EB480 Core Tine	2,760.00	2,428.80	2,428.80
6	47.0115	Accessory: ADDITIONAL WEIGHTS Weight, Suitcase - 42 LBS w/Box	120.00	105.60	633.60
1	KJ520 (39.55401)	Attachment: BROOM KJ, KJ520 Broom	6,200.00	5,456.00	5,456.00
1	70.8211	Accessory: Kit, 12V Actuator KJ	410.00	360.80	360.80
1	70.4161	Accessory: 12V FRONT Kit, 12V Front 4520/4500	385.00	338.80	338.80
1	KV552 (39.55271)	Attachment: V-BLADE KV, KV552 V-blade	3,310.00	2,912.80	2,912.80
1	KL480 (39.55220)	Attachment: TILLER KL, KL480 Tiller	4,310.00	3,792.80	3,792.80
1	53.0202	Wheel, Asm 22x12x8 Field Trax	194.78	171.41	171.41

QTY	Model #	Description	MSRP	Sourcewell	Total
1	13.0267	Filter, Engine Oil Kubota	22.79	20.06	20.06
1	13.0061	Filter, Air-Element Safety	36.98	32.54	32.54
1	13.0060	Filter, Air-Element Primary	38.48	33.86	33.86
1	13.0053	Filter, Fuel - In Line 5/16"	8.70	7.66	7.66
Subtotal					60,690.73
					CHARGES
Freight					+1,800.00
TOTAL USD \$					62,490.73

Notes:

member ID# 4898



MAC
EQUIPMENT, INC.

SIGNATURE

DATE

REQUEST FOR BIDS
Laramie County Public Works
Multi-Purpose Tractor
Closing Date: April 6, 2023

Purpose of Request for Bids

Laramie County is soliciting competitive bids for qualified vendors who can provide a Multi-Purpose Tractor for Laramie County Public Works. This project is being funded with Federal ARPA funds (ALN # 21.027).

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Attachments

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- Conflict of Interest Form

1.0 Purpose & Overview

Laramie County Public Works is soliciting competitive sealed bids from qualified vendors to provide a new Multi-Purpose Tractor for the Laramie County Public Works Department. Successful vendor must be registered on sam.gov.

2.0 Scope of Services

One new Multi-Purpose Tractor, delivered to the Laramie County Public Works facility at:

13797 Prairie Center Circle
Cheyenne, WY 82009

Estimated date of delivery: _____

General

- Horsepower rating of 30 to 35
 - Meets Specifications: Yes No
- Gasoline powered engine
 - Meets Specifications: Yes No
- Liquid cooled
 - Meets Specifications: Yes No
- All weather cab, removable
 - Meets Specifications: Yes No
- Battery disconnect switch
 - Meets Specifications: Yes No
- Hydrostatic, All-Wheel-Drive (AWD)
 - Meets Specifications: Yes No
- Power steering
 - Meets Specifications: Yes No
- Electric Power-Take-Off (PTO) clutch with brake
 - Meets Specifications: Yes No
- Front hitch for front mounted attachments
 - Meets Specifications: Yes No

General: Continued

- 3-Point hitch, Category 1
 - Meets Specifications: Yes No
- All terrain tires (including 1 spare tire, mounted on wheel)
 - Meets Specifications: Yes No
- LED headlights and taillights
 - Meets Specifications: Yes No

Attachments

- Front mount v-blade, hydraulically controlled angling & lifting
 - Width: _____
- Front mount power broom with electric actuator, power angling & lifting
 - Width: _____
- Front mount aerator
 - Width: _____
- 60-inch front mount finish mower with side discharge deflector
 - Meets Specifications: Yes No
- Minimum, 48-inch-wide tiller
 - Meets Specifications: Yes No

Safety & Other

- Paper copies of Service, Repair, and Parts Manuals (to be supplied upon delivery)
 - Meets Specifications: Yes No
- One complete set of filters shall be provided
 - Meets Specifications: Yes No

Warranty and Training

TRAINING AND DIAGNOSTICS:

- Warranty to be a minimum of 2 years or 1,200 hours, whichever comes first.
- A complete set of printed service, parts, operator, and repair manuals shall be supplied with the tractor (if applicable).

WARRANTY PROGRAM AND SERVICE

Vendor will provide, in letter form only, type of warranty supplied on quoted multi-purpose tractor. The letter shall include type of service provided, guarantee of parts, and cost of service during warranty period. Vendor may also provide any other material which they feel gives their machine an advantage on service and warranty. Please state any extended warranties and their associated cost in the warranty period.

Ability of bidder to provide superior warranty and service may be used to determine successful bidder.

Printed specifications on machine bid shall be presented. All above specifications filled in must be legible. With delivery of machine(s) and components, Manufacturer's Statement of Origin shall be supplied.

Additional Notes:

- A. The respondent shall provide the following information for each proposed system:
 - 1. A complete bid including all related costs for providing the equipment, supplies and installation as outlined above.
 - 2. Delivery of all equipment, supplies, and installation.
 - 3. Enter into a written contract for work with Laramie County.
 - 4. Contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances.
- B. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.
- C. All work provided by the respondent shall be in conformance with local, state and Federal rules and regulations.
- D. All equipment shall be responsive to the needs of the County, shall be performed in accordance with County programs, policies and procedures, and shall utilize appropriate methods and techniques.
- E. 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 there under 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.

3.0 GENERAL TERMS & CONDITIONS

3.1 RFB Closing Date

Bids must be received by the Laramie County Public Works at 13797 Prairie Center Circle, Cheyenne, Wyoming 82009 no later than **2:00 p.m., local time, on April 6, 2023**. Bids received after this time will not be considered.

3.2 Delivery of Bids

All bids shall be sealed and delivered or mailed to address to Laramie County Public Works (faxes and emails will not be accepted).

3.3 Pre-bid Information

No specific pre-bid meeting will be held. Each respondent shall contact John Poelma 307-633-4690 or John.Poelma@laramiecountywy.gov to discuss the bid with the County if needed.

3.4 Public RFB Opening

Only the names of the vendors submitting bids will be read aloud at the RFB opening. The bids will be available for inspection during normal business hours in the Laramie County Public Works Department within three (3) working days of the closing date, by appointment. Bid opening will occur on April 6, 2023, at 2:15pm at the Laramie County Public Works 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 RFB openings or meetings should contact the Public Works Department in Cheyenne at (307) 633-4690 at least five (5) days prior to the date.

3.6 Bid Form

- A. See Submittal Requirements for complete details.
- B. Each respondent shall submit THREE (3) complete sets of the bid form, one marked "ORIGINAL" and TWO (2) marked "COPY". The bid shall be submitted on an exact copy of the attached bid form.
- C. The bid form must be signed by an official authorized to legally bind the respondent to all RFP[MMI] provisions contained herein.

- D. Terms and conditions differing from those in this RFB may be cause for disqualification of the bid.

3.7 Questions Concerning RFB

Questions concerning any portion of this RFB should be directed in writing to John Poelma, Public Works Department, named below, who shall be the official point of contact for this RFB. Mark cover page or envelope(s) **“Multi-Purpose Tractor”**

Submit questions to:

John Poelma
Assistant Director
Public Works
(307) 633-4302

John.poelma@laramiecountywy.gov

3.8 Clarification and Addenda

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable) through the Assistant Director named above. The County will not be responsible for any oral representation(s) given by any 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.

If it becomes necessary to revise or amend any part of this RFB, notice may be obtained by accessing the County web site. Respondents in their bid must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFB before submitting their bid. Please check the Laramie County web site at <http://www.laramiecountywy.gov> for any addenda.**

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 bid(s). The County is therefore not bound to accept a bid on the basis of lowest price. In addition, the County at its sole discretion, reserves the right to cancel this RFB, to modify the quantities of product we purchase, to reject any and all bids, 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 RFB and all provisions of the successful bid deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issued. 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. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Public Works Department at (307) 633-4690.

3.11 Disclosure of RFB 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 RFB. Selection or rejection of any bid does not affect this right.

3.12 Respondent's Responsibility

A respondent, by submitting a bid represents that:

- A. The respondent has read and understands the RFB in its entirety that and the bid 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 bid, 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 bid 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 bids, 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 bids must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Bid Form; otherwise, Laramie County will consider the subject bids 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 bids that meet the exact requirements imposed by the General Terms & Conditions; except, however, said bids may not be subject to such rejection 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 RFB process by affecting the amount of the bid 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 Selection Criteria

Each bid shall be evaluated using the following criteria:

1. Proper submittal of ALL documentation as required by this bid
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFB
4. Quality and compatibility of the work proposed
5. Ability to accomplish project in a timely manner

6. The benefits to Laramie County as it pertains to:
 - a. Related experience in the areas covered in the RFB
 - b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
 - c. Experience, ability and overall quality of past and current projects

3.19 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 the 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.

3.20 Incurred Expenses

This RFB 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 bid called for in this RFB, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

3.21 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 the 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 bid package.

3.22 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFB. They are not intended to limit competition nor specify any particular respondent, but to ensure that the County receives quality services.

3.23 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 following:

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 provisions 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 personnel 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.

3.24 Claim Notice

The respondent shall immediately report in writing to the County's designated representative or agent any incident which might reasonably be expected to result in any claim under any of the 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.

3.25 Bid Acceptance/Rejection

The County reserves the right to accept or reject any or all bids received as a result of this RFB, or to negotiate separately with competing respondents, and to waive any informalities, defects, or

irregularities in any bid, or to accept that bid or bids, which in the judgment of the proper officials, is in the best interest of the County.

4.0 SUBMITTAL REQUIREMENTS

Bids shall include all the information solicited in this RFB, and any additional data that the respondent deems pertinent to the understanding and evaluating of the bid. Bids shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All bids shall include at minimum:

Tab 1 – Respondent’s Profile

A brief profile of the firm, including:

1. A brief history of the company
2. Organizational structure
3. Ownership interests
4. Active business venue (counties, states, etc.)
5. Present status and projected corporate direction
6. The firm’s overall qualifications to provide a summary of equivalent services as the Scope of Work.

Tab 2 - Completed Bid Form (use attached form)

Tab 3 – References

List at least three (3) recent references where the equivalent project(s) have been conducted within the past five years.

Tab 4 – Conflict of Interest Disclosure Form

All respondents shall properly complete, have notarized and attach with their bid the attached notarized disclosure statement.

Tab 5 – Other Information

Include any additional information you believe will assist the County in the selection process of qualified respondents. Please be succinct.

5.0 Disclosures

The laws of Wyoming require that the contents of all bids 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 bid. The entire bid 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.

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 a respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission, 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.

The successful respondent will be expected to enter into a contract with Laramie County upon terms acceptable to the County. Respondent will be required to be registered in Sam.gov to receive federal ARPA funding as a contractor/vendor to this RFP

Following the award of the contract, responses to this bid 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.

If a respondent believes that parts of a bid 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. All parts of bids, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful bid may be considered public information even though parts are marked confidential.

Bids must be signed by a person authorized to commit the respondent to provide the services requested in this RFB. Submission of a signed bid 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 RFB.

Laramie County accepts no obligations for the costs incurred in responding to this RFB in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted bids. It is understood that all bids become the property of Laramie County and will be available for public inspection. No obligation is made by retention of these bids, nor is Laramie County committed to awarding a contract as a result of this RFB.

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this bid. 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 RFB. 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 bid disqualification. By submitting a response to this RFB, 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.

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 RFB or by 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 RFB or any subsequent agreement.

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.

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 RFB or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

Force Majeure

Neither the respondent nor Laramie County shall be liable to perform under this RFB 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 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.

The submission of a bid shall be considered acceptance to all the terms and conditions provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

BID FORM

TO:

Name and Address

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

_____ have carefully examined the specifications to furnish: A Multi-Purpose Tractor for which bids were advertised to be received **no later than 2:00 p.m., local time, April 6, 2023** 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# _____ Fed. I.D. # _____

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 Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid 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 Tabulation- Public Works Multi-Purpose Tractor

Thursday April 6, 2023 at 2:15pm

<u>Bidder</u>	<u>Experience</u>	<u>Meets Specifications</u>	<u>Schedule</u>	<u>Past Performance</u>	<u>Insurance and Bond</u>	<u>Bid Price</u>
4 Rivers Equipment	Yes	No not entirely: John Deere Diesel, no battery disconnect, different lights, mid mower mount	6/1/2023	Yes	NA	\$53,365.00
Mac Equipment Inc.	Yes	Yes, Ventrac	3-5 business days upon order	County has not worked with vendor in past.	NA	\$62,490.73



pulled 4/12/23

MAC EQUIPMENT, INC.

Unique Entity ID MYDQSY2E8KA1	CAGE / NCAGE 9J9X6	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 27, 2024	
Physical Address 2116 W 1ST ST Loveland, Colorado 80537-6145 United States	Mailing Address 2116 W 1ST ST Loveland, Colorado 80537 United States	

Business Information

Doing Business as MAC EQUIPMENT INC	Division Name (blank)	Division Number (blank)
Congressional District Colorado 04	State / Country of Incorporation Colorado / United States	URL (blank)

Registration Dates

Activation Date Apr 12, 2023	Submission Date Mar 28, 2023	Initial Registration Date Mar 28, 2023
--	--	--

Entity Dates

Entity Start Date Jan 12, 1996	Fiscal Year End Close Date Dec 31
--	---

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 Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & 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	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	9J9X6

Points of Contact**Electronic Business**

?	2116 W 1ST Street
Hannah Krelmier, A/R	Loveland, Colorado 80537
	United States

Government Business

?	2116 W 1ST Street
John McCrimmon, President	Loveland, Colorado 80537
	United States

Past Performance

?	2116 W 1ST Street
John McCrimmon, Outside Sales Rep	Loveland, Colorado 80537
	United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	444230	Outdoor Power Equipment Retailers

Disaster Response

This entity does not appear in the disaster response registry.