

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

1198 W. Victory Way Craig, Colorado 81625

(970) 824-5517

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, February 10, 2026

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Minutes:

- a) January 27 (pgs 3-6)

Resolutions:

- b) 2026-18: Transfer of Intergovernment Funds (pg 7)
- c) 2026-19: Voided Check Resolution (pg 8)
- d) 2026-20: A/P (pg 9)
- e) 2026-21: A/P (pg 10)
- f) 2026-22: Payroll (pg 11)

Contracts & Reports:

- g) Treasurer's report (pgs 12 & 13)
- h) Ratify:
 - HUTF Mileage Certification (pg 14)
 - Department of Human Services /Yampa Valley Psychotherapists Mental Health Services contract (pg 15)

Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noted on this agenda

Public Comment/General Discussion:

Board of County Commissioners

1) Board Appointments:

- Planning & Zoning Commission (2) (pgs 16 & 17)
- Hamilton Community Center Board (pg 18)



8:45 am

Public Hearing:

2) Planning & Zoning Department – Candace Miller

- S-20-01 -Amendment of Bennett Minor subdivision plat (pgs 19 & 20)
- S-26-01 - Skull Creek Casitas Minor-Final (pgs 21-25)
- S-26-02 - Kama Investments LLC Minor-Final (pgs 26 & 27)

Staff Reports:

3) Office of Development Services -Neil Binder

- Bid recommendations for the following Fairgrounds equipment:
 - Tractor (pgs 27-38)
 - Mower (pgs 39-50)
 - Water Tank Truck upfit (pgs 51-55)

4) Resolution 2026-23: Resolution updating Moffat County Purchasing Policies (pg 56) Purchasing Policies (document) (pgs 57-73)

Adjournment

The next scheduled BOCC meeting will be Tuesday, February 24, 2026 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/yBI4QpZNfKM?feature=share>

OR

<https://www.youtube.com/@moffatcountygovernment7518>

*****Agenda is Subject to Change until 24 hours before scheduled Hearings*****
The Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings



10:29 AM 2/9/2026

Moffat County Board of County Commissioners
1198 W Victory Way Craig, CO 81625

January 27, 2026

In attendance: Melody Villard, Chair; Donald Broom, Vice-Chair; Tony Bohrer, Board Member; Erin Miller, Deputy Clerk & Recorder; Neil Binder; Max Salazar; Chris Nichols; Dan Miller; Peter Brixius; Jeff Comstock; Doug Winters; Tom Kleinschnitz; Kacie Green; Kirstie McPherson;

Call to Order
Pledge of Allegiance

Commissioner Villard called the meeting to order at 8:30 am

Villard made a motion to approve the agenda as presented. Broom seconded the motion. Motion carried 3-0.

Consent Agenda -

Review & Sign the following documents: (see attached)

Minutes:

- a) January 13

Resolutions:

- b) 2026-11: Voided Warrants for January
- c) 2026-12: Payroll
- d) 2026-13: A/P for December 2025
- e) 2026-14: Rescinding Moffat County Resolution 2013-44 & Setting Exempt Employee Compensatory Time Off Policy
- f) 2026-15: A/P for January 2026
- g) 2026-16: P-cards

Contracts & Reports:

- h) Yampa Valley Bar & Grill/Golf Course Annual Permit Application & Report of Changes
- i) X-Field Services Salvage Metal Pickup & Disposal contract
- j) Greater Sandhill Crane week proclamation
- k) Ratify:
 - Water Court Statement of Opposition
 - Letter of Support for Rio Blanco County Disaster Declaration Appeal
 - Cemetery Tree Removal contract w/Tri County Services
 - Furnace Replacement contract w/Masterworks Mechanical

Villard made a motion to approve the consent agenda items A-K. Bohrer seconded the motion. Motion carried 3-0.

Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noted on this agenda

Public Comment/General Discussion:

Tom Kleinschnitz, with Moffat County Tourism Association (“Visit Moffat County”), came up before the BCC to speak about the upcoming 115th anniversary of Moffat County. There is a planned community gathering at the Museum of NW CO on Friday, February 27th to celebrate this. The first 50 attendees will be given a commemorative pin supplied by Visit Moffat County. Kleinschnitz also gave each of the BCC a pin. 2026 is also the 150th birthday of Colorado and the 250th birthday of the United States.

Shelley Simon, with the CO Department of Labor & Employment, and the Office of Just Transition described the mission of her team. They are tasked with providing support and assistance to workers displaced by coal mine and power plant closures across the state.

The members of her team include: Lynne Figone, Kelly Gatlin, Kirstie McPherson, Brent Schulte, & Jason Haiglund. They will be meeting with various community representatives to learn how they can better support these workers and their families.

Commissioner Villard announced employee anniversaries for January:

Linda Peters - 37 years

Shelly Arias - 19 years

Larona McPherson - 16 years

Dan Miller - 12 years

Villard also discussed the “Moving Nuclear Forward” conference that she will be attending February 4-6 in Oak Ridge, TN.

Staff Reports:

Road & Bridge Department – Dan Miller

- Bid Recommendation: (see attached)

- Cattle Guard Iron

Four bids were received:

• Doughty Steel & Machine (Delta)	\$26,516.00 (withdrawn)
• Pacific Steel & Recycling	\$31,865.24
• Craig Steel	\$32,212.00
• Vraids Systems Ltd	\$77,700.00

The total budget allocated for 2026 Cattle Guard Iron and Miscellaneous is \$50,000.00. The original bid submitted by Doughty Steel & Machine was withdrawn due to an error. They had requested being able to negotiate their bid contract, but the Road & Bridge Department can't do that.

The Road & Bridge Department recommends awarding the 2026 Cattle Guard Iron and Miscellaneous Steel bid to Craig Steele in the amount \$32,212.00.

Broom moved to approve the bid recommendation from Craig Steel in the amount of \$32,212.00. Bohrer seconded the motion. Motion carried 3-0.

Office of Development Services – Neil Binder

- Resolution 2026-17: Resolution Creating the Office of County Manager and Prescribing the Duties Thereof Pursuant to C.R.S. § 30-11-10(1)(n) (see attached)
- Approve applying for the EIAF Tier 1 grant for the creation of a Moffat County Manager position (Energy and Mineral Impact Assistance Program)
- Approve the Chair to sign the grant documents necessary to complete and submit the application within DOLA's timeline

Binder presented Resolution 2026-17, which serves to create the Office of County Manager and Prescribing the Duties Thereof Pursuant to C.R.S. § 30-11-10(1)(n). The County will be applying for a Tier 2 Energy and Mineral Impact Assistance Program grant to assist in creation of a County Manager position. This process had previously been looked at, but the timing wasn't right. The grant creates an opportunity for stepped-off grant funding to assist with the implementation of the position. 75% in the first year, 50% in the second year, and 25% in the third year. This position will allow for better continuity and support for the department heads and County staff in general. It will also create an opportunity for the BCC to focus on legislative support and the things that are beyond the day-to-day processes. Currently, the BCC are the de-facto County Manager(s); as the Commissioner terms are potentially only 4-8 years, a County Manager can provide more stability beyond that.

Originally, the County was going to apply for the Tier 1 grant, but the dollar threshold was higher than that, so we are applying for the Tier 2 level. The application deadline is February 12th and we will have to attend a hearing in May as part of this process.

Binder asked for approval to apply for the EIAF Tier 2 grant for the creation of a Moffat County Manager position and for approval for the Chair to sign the grant documents necessary to complete and submit the application within DOLA's timeline.

Broom moved to approve Resolution 2026-17: Resolution Creating the Office of County Manager and Prescribing the Duties Thereof Pursuant to C.R.S. § 30-11-10(1)(n). Bohrer seconded the motion. Motion carried 3-0.

Bohrer moved to approve applying for the EIAF Tier 2 grant for the creation of a Moffat County Manager position. Broom seconded the motion. Motion carried 3-0.

Broom moved to approve the Chair to sign the grant documents necessary to complete and submit the application within DOLA's timeline. Bohrer seconded the motion. Motion carried 3-0.

Bohrer commented that the creation of this position is something he has wanted to see since he first came on as a commissioner and that if we are not successful in the grant application process, it will not happen.

Meeting adjourned at 8:48 am

The next scheduled Board of County Commissioners meeting is Tuesday, February 10, 2026

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

Link to view this meeting on the Moffat County YouTube channel:

<https://www.youtube.com/channel/UC0d8avRo294jia2irOdSXzQ>

RESOLUTION 2026-18
TRANSFER OF INTERGOVERNMENT FUNDS
FOR THE MONTH OF JANUARY 2026

WHEREAS, The budget of Moffat County defines moneys that are to be cleared from the various funds.

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to clear the following sum of money between the funds as indicated:

<i>From: (Fund)(CREDIT)</i>	<i>Amount</i>	<i>To: (Fund) (DEBIT)</i>	<i>Amount</i>
GENERAL	371.92	PUBLIC HEALTH	371.92
SUNSET MEADOWS II	2,255.33	GENERAL	2,255.33
TOTALS	<u>\$ 2,627.25</u>	TOTALS	<u>\$ 2,627.25</u>

Adopted this 10th day of February, A.D. 2026

Chairman

COUNTY OF MOFFAT)
)ss

I, Erin Miller, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted on the date stated.

WITNESS my hand and seal this 10th day of February, A.D. 2026

Clerk & Recorder

RESOLUTION 2026-19
VOIDED WARRANTS RESOLUTION
FOR THE MONTH OF FEBRUARY

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

2.10.26

TO: WARRANT FUND	10-0000-2003	\$ 13,320.00	CR
VOID FUND	WARRANT #	VENDOR NAME	
CONSERVATION TRUST	442499	1.19.26	Lewis Moon & Larrae Moon wrong vendor
			\$ 13,320.00 DR
FROM: WARRANT FUND	10-0000-1001	\$ 13,320.00	

Adopted this 10th day of February, 2026

Chairman

STATE OF COLORADO)
)
COUNTY OF MOFFAT)

I, Erin Miller, (Deputy) County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted on the date stated.

WITNESS my hand and seal this 10th day of February, A.D. 2026

DR

County Clerk & Ex-officio

RESOLUTION 2026-20
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF DECEMBER 2025

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

FROM FUND:	Check Date:	2/10/2026	
General	110	\$23,332.06	CR 0010.7000
Road & Bridge	200	\$3,298.91	CR 0020.7000
Landfill	240		CR 0070.7000
Airport	260	\$272,482.95	CR 0120.7000
Emergency 911	270		CR 0350.7000
Capital Projects	510	\$30.96	CR 0160.7000
Conservation Trust	211		CR 0060.7000
Library	212	\$371.70	CR 0130.7001
Maybell Sanitation	610		CR 0280.7000
Health & Welfare	720	\$20,865.82	CR 0080.7000
Senior Citizens	215		CR 0170.7000
Internal Service Fund	710		CR 0325.7000
Lease Purchase Fund	410		CR 0175.7000
NCT Telecom	520		CR 0166.7000
Mo Co Tourism Assoc	219		CR 0320.7000
PSC - JAIL	210	\$2,688.52	CR 0072.7000
Human Sevices	220		CR 0030.7100
Public Health	250		CR 0065.7000
Sunset Meadows I	910		CR 0168.7000
Sunset Meadows I Security	910		CR 0167.7000
Sunset Meadows II	920		CR 0169.7000
Sunset Meadows II Security	920		CR 0171.7000
ACET	275	\$750.00	CR 0040.7000
Shadow Mountain LID	530		CR 0110.7000
MC Local Marketing District	231		CR 0050.7000
To Fund Warrant		\$323,820.92	DR

Adopted this 10th day of February, 2026

Chairman

RESOLUTION 2026-21
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JANUARY 2026

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

FROM FUND:	Check Date:	2/10/2026
General	110	\$1,436,665.98 CR 0010.7000
Road & Bridge	200	\$30,474.91 CR 0020.7000
Landfill	240	\$3,290.03 CR 0070.7000
Airport	260	\$2,519.28 CR 0120.7000
Emergency 911	270	CR 0350.7000
Capital Projects	510	CR 0160.7000
Conservation Trust	211	CR 0060.7000
Library	212	\$7,659.34 CR 0130.7001
Maybell Sanitation	610	\$1,537.21 CR 0280.7000
Health & Welfare	720	\$268,963.51 CR 0080.7000
Senior Citizens	215	\$1,692.04 CR 0170.7000
Internal Service Fund	710	\$666.83 CR 0325.7000
Lease Purchase Fund	410	CR 0175.7000
NCT Telecom	520	CR 0166.7000
Mo Co Tourism Assoc	219	\$6.39 CR 0320.7000
PSC - JAIL	210	\$16,076.20 CR 0072.7000
Human Sevices	220	\$9,183.21 CR 0030.7100
Public Health	250	\$756.09 CR 0065.7000
Sunset Meadows I	910	\$2,848.51 CR 0168.7000
Sunset Meadows I Security	910	CR 0167.7000
Sunset Meadows II	920	\$2,355.93 CR 0169.7000
Sunset Meadows II Security	920	CR 0171.7000
ACET	275	CR 0040.7000
Shadow Mountain LID	530	CR 0110.7000
MC Local Marketing District	231	CR 0050.7000
To Fund Warrant		\$1,784,695.46 DR

Adopted this 10th day of February, 2026

Chairman

RESOLUTION 2026-22
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 1/31/2026

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

Pay Date 2/13/2026

FROM FUND:

General	0010.7000	\$298,416.51	cr
Road & Bridge	0020.7000	\$180,826.78	cr
Landfill	0070.7000	\$17,475.92	cr
Airport	0120.7000	\$1,338.43	cr
Library	0130.7001	\$12,545.62	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$8,147.84	cr
Mo Co Tourism	0320.7000	\$3,508.52	cr
PSC Jail	0072.7000	\$79,142.71	cr
Human Services	0030.7100	\$76,579.54	cr
Public Health	0065.7000	\$15,018.16	cr
SM I	0168.7000	\$5,198.41	cr
SM II	0169.7000	\$6,367.50	cr

TO FUND:

Warrant	0100.1000	\$704,565.94	dr
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Adopted this 10th day of February, A.D. 2026

 Chairman

STATE OF COLORADO)

)ss.

COUNTY OF MOFFAT)

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of

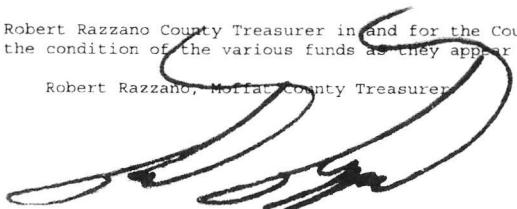
County Commissioners, County of Moffat, State of Colorado, do hereby certify,

MONTHLY REPORT OF MOFFAT COUNTY TREASURER
JANUARY 01, 2026 THRU JANUARY 30, 2026

MOTOR VEHICLE REGIST.	0.00	5,146.58								5,146.58
2023 TREASURERS TAX DEED	5,315.04									5,243.16
2025 TREASURERS TAX DEED	9,823.49									9,603.17
2010 TREASURER'S TAX DEED	5,721.36									5,721.36
2024 TREASURER DEED'S	957.16									957.16
GRAND TOTALS	61,140,067.24	46,391.75	3,187,504.71	0.00	260,185.88	4,530,514.51	-5,109,054.58	-24,137.90	-5,476,624.48	58,554,847.13

I, Robert Razzano County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 30th day of January 2026.

Robert Razzano, Moffat County Treasurer



Examined by Board of the Moffat County Commissioner

Melody Villard
Chairperson

Tony Bohrer

Donald Broom



Colorado Department of Transportation

Moffat Co Signature Sheet

FIPS Code : 081

543.700 miles of arterial streets

1110.846 miles of local streets

1654.546 total miles of H.U.T. eligible streets

110.140 miles of non H.U.T. eligible streets - Maintained by others

60.470 miles of non H.U.T. eligible streets - Not maintained

This mileage is the certified total as of December 31, 2025

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

Melodyfillard
Commissioner

28Jan26
Date

Sam Brown
Commissioner

1-28-26
Date

Tony B
Commissioner

1-28-26
Date

Commissioner Date

Commissioner Date

We are required to inform you that a penalty of perjury statement is required pursuant to section 18-8-503 C.R.S. 2005, concerning the removal of requirements that certain forms be notarized.

The Colorado Department of Transportation can contact the following person with questions regarding this report:

Dan Miller (970) 824-3211 Ext. 1015
Name _____
Phone _____

Submit this signed copy with your annual mileage change report to the Colorado Department of Transportation.

ADDENDUM TO PURCHASE OF SERVICE CONTRACT

CORE SERVICES PROGRAM

MENTAL HEALTH SERVICES

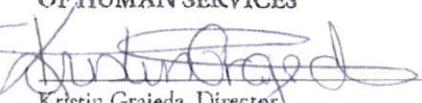
June 1, 2025 - May 31, 2026

1. THIS CONTRACT, made this 20th day of January, 2026, by and between Moffat County, hereinafter called "County," and Yampa Valley Psychotherapist 2045 W. Victory Way, Craig, Colorado 81625, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2025, until May 31, 2026, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide Mental Health Services to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Service Plan, which are incorporated by reference herein.
4. Paragraph 4 of the Contract is modified to increase the total amount of the contract as follows:

The amount to be expended pursuant to this Agreement shall not exceed Ten Thousand dollars and no/100 cents (\$10,000). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

5. All other provisions of the contract remain in effect.

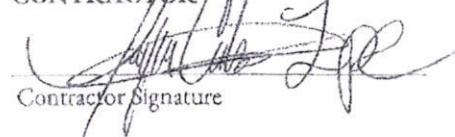
MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES



Kristin Grajeda, Director

DATE: 1/23/2026

CONTRACTOR



Contractor Signature

STATE OF COLORADO)

))SS.

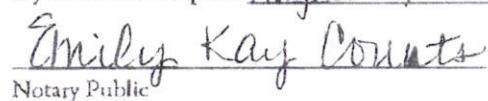
COUNTY OF MOFFAT)

Subscribed and affirmed to before me this January 26, 2026 by

Jacqueline Cabrera, independent contractor.

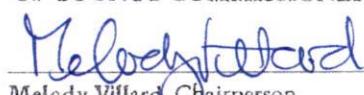
Witness my hand and seal.

My commission expires: August 19, 2026



Notary Public

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS



Melody Villard, Chairperson

DATE: 1/28/26

DATE: 1/26/26

EMILY KAY COUNTS
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20174032541
MY COMMISSION EXPIRES AUG 19, 2026

Erin Miller

From: Kitsey Behrman
Sent: Wednesday, January 28, 2026 5:18 PM
To: Erin Miller
Subject: Letter of Interest – Planning & Zoning Commission

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Moffat County Board of County Commissioners,

I'm writing to express my interest in serving on the Moffat County Planning & Zoning Commission.

I'm a local resident with a background in real estate, so I'm familiar with how planning and zoning decisions impact property owners and the community. I'm willing to serve and contribute to a fair, practical process.

Thank you for your consideration. Please feel free to reach out with any questions.

Sincerely,

Kitsey Behrman

Erin Miller

From: Samantha Pearce
Sent: Monday, January 19, 2026 3:48 PM
To: Erin Miller
Subject: Interest In Planning Board

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I am writing to express my interest in being considered for appointment to the Planning Board.

Please let me know next steps or any more info you need.

Thank you,
Samantha Harding

Erin Miller

From: Colton Kreider
Sent: Tuesday, February 3, 2026 10:43 PM
To: Erin Miller
Cc: Kim.lewis40@yahoo.com
Subject: Hamilton Board Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I would like to be on the Hamilton board.

Thank you,

Colton Kreider

Amendment to Minor subdivision Plat

Application S-20-01 for Minor Subdivision was approved by the BOCC in October of 2020. Due to a financial situation, the applicant did not pick up the Mylar until August of 2023. Unfortunately, the applicant did not record the plat after taking possession and misplaced the original. The surveyor sent a replacement plat, but due to the amount of time that has passed, the board should have a quick review to amend and sign with a current date. The lot was rezoned from AG to R2 in 2015. The minor created two parcels which fall under R2 zoning requirements. Nothing on the newly supplied plat changed from the original provided in 2020, all financials were resolved in 2023, releasing the deed.

Moffat County Planning Commission Application Summary

February 4th 2026

Skull Creek Casitas Minor Subdivision- Final

Application: S-26-01

Applicant: Billy Berry

Description: Minor Subdivision Final

Regulation Reference: Section 1.010 – Subdivision regulations with reference to Minor Subdivision

Location: S14 T4N R101W

Access: County Road 95

Staff Comments: This is a 27.49-acre parcel - It will be divided into (4) lots: Lot A- 12.49. Lot B- 5.00 acres, lot C- 5.00 acres and lot D- 5.00 acres. Lots B,C and D will have access via CR 95 and Lot A has an existing easement through lot D and will continue through to CR 95 via lot B . There is an existing structure on lot A which belongs to the applicant and he intends to retain said parcel. The applicant has created Covenants for subdivision which are attached for review.

Attachments: Copy of application and final plat

Notes: 1-7-2026 No quorum for Sketch/Prelim 1-13-2026 BOCC approved sketch prelim

Results: BOCC approved sketch/prelim

Conditions: NA

- b. Animals must be managed to prevent nuisance, excessive noise, or property damage.

7. FENCING

- a. All fencing shall be safe, well-maintained, and placed to respect neighboring property lines.
- b. Shared boundary fences shall be cooperatively maintained unless otherwise agreed in writing.

8. PROPERTY MAINTENANCE

Lots shall be kept in a neat, orderly, and safe condition, including control of noxious weeds and vegetation overgrowth.

9. VEHICLES & EQUIPMENT

- a. Non-operational vehicles must be stored within a structure or out of public view.
- b. Heavy equipment may be stored only if used for agricultural or land-management purposes.

10. AMENDMENTS

These Covenants may be amended only by written consent of at least seventy-five percent (75%) of all lot owners.

11. ENFORCEMENT

- a. Any lot owner may enforce these Covenants.
- b. Written notice of violation must be provided to the violating owner with reasonable time allowed for correction.
- c. If not corrected, legal action or injunctive relief may be pursued as permitted by law.

12. SEVERABILITY

If any provision is determined invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned Owner(s) execute this Declaration on the date first written above.

OWNER(S):

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

NOTARY ACKNOWLEDGMENT

State of _____)

County of _____)

Subscribed and sworn before me this _____ day of _____, 20, by

_____.

Notary Public

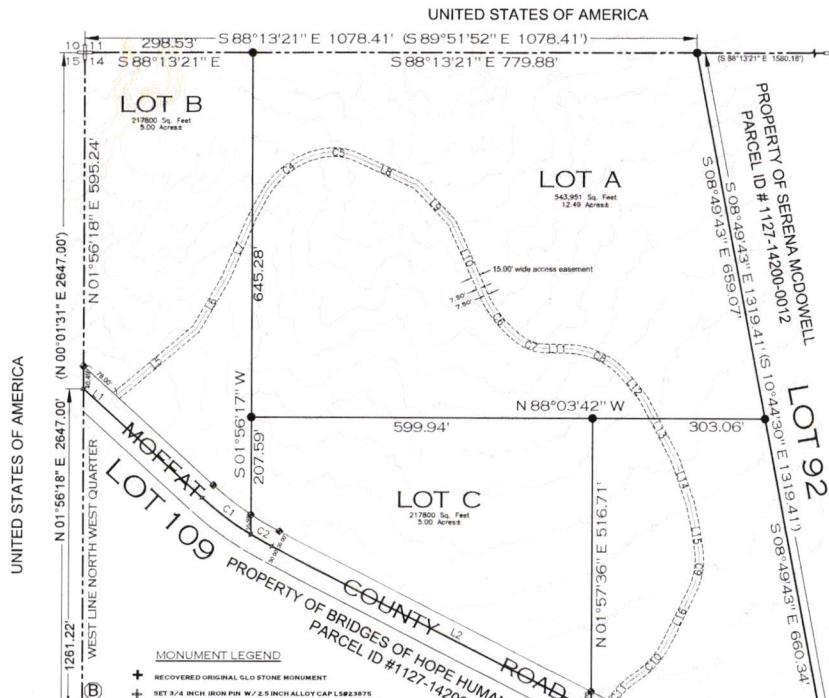
My Commission Expires: _____

EXHIBIT A

(Insert Legal Descriptions & Parcel Numbers Here)

SKULL CREEK CASITAS

A 4 LOT MINOR RESUBDIVISION OF LOT 91 SKULL CREEK ESTATES FILING NO. 6



Moffat County Planning Commission Application Summary

February 4th 2026

Kama Minor Subdivision- Final

Application: S-26-02

Applicant: Kama Investments LLC- Yvonne Gustin

Description: Minor Subdivision Final

Regulation Reference: Section 1.010 – Subdivision regulations with reference to Minor Subdivision

Location: S26 T6N R94W

Access: County Road 107

Staff Comments: This is a 49.148-acre parcel - It will be divided into (3) lots: Lot 1- 11.428. Lot 2- 17.170 acres, lot 3- 20.550 acres. All lots will have access via a 45' ingress/egress and utility easement at the north of the property. There is an existing structure(house) on lot 1.

Attachments: Copy of application and final plat

Notes: 1-7-2026 No quorum for Sketch/Prelim 1-13-2026 BOCC approved sketch prelim

Results: BOCC approved sketch/prelim

Conditions: NA

**SKETCH/PRELIMINARY PLAT
KAMA MINOR SUBDIVISION
SECTION 26, T6N, R94W OF THE 6TH P.M., MOFFAT COUNTY, COLORADO**

NOTE

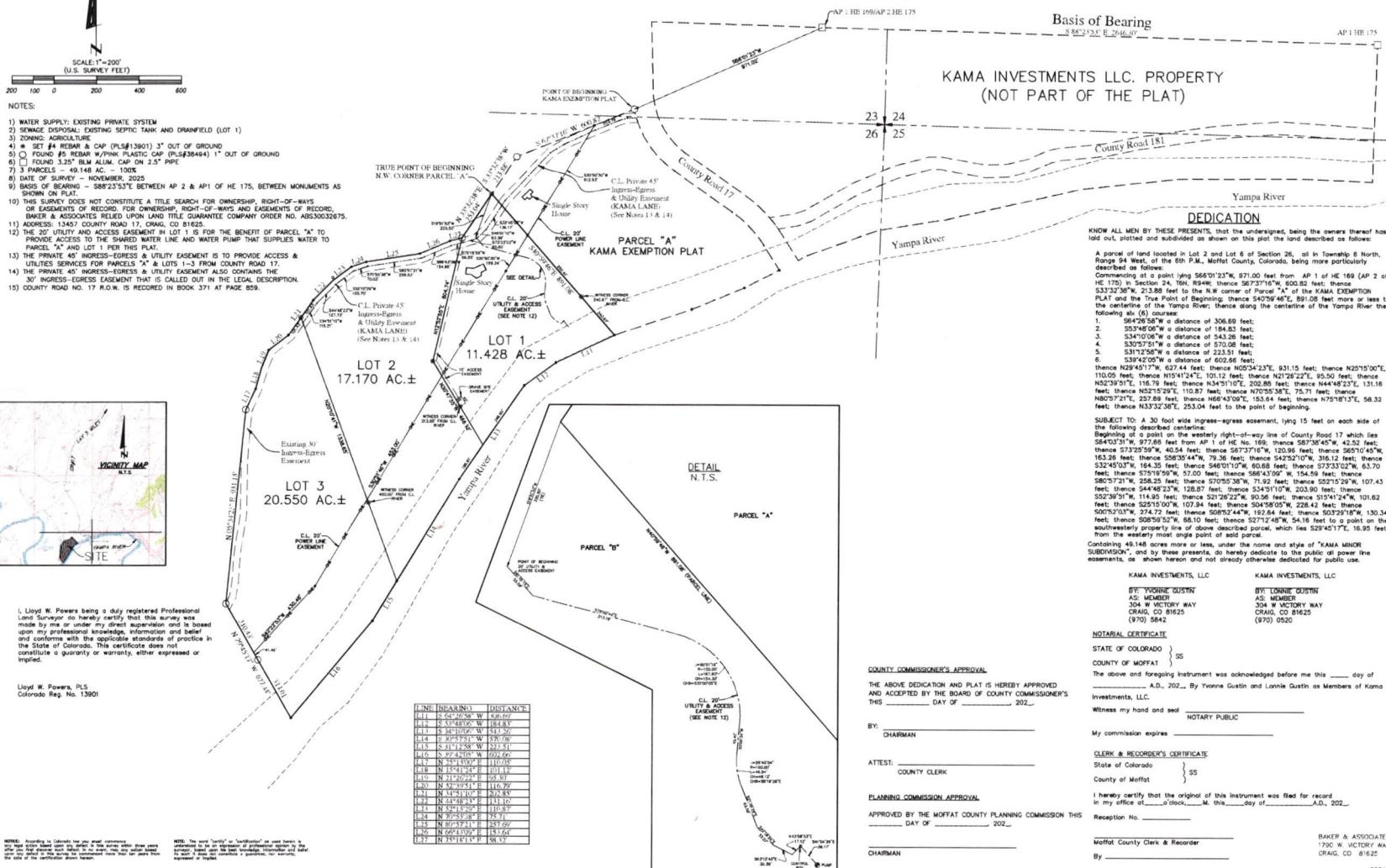
- 1) WATER SUPPLY, EXISTING PRIVATE SYSTEM
- 2) SEWAGE DISPOSAL: EXISTING SEPTIC TANK AND DRAINFIELD (LOT 1)
- 3) ZONING: AGRICULTURE
- 4) BOUNDARY #4: 100' E. CAP (PLS#381300) 1' OUT OF GROUND
- 5) FOUND: 4# REBAR W/PLASTIC CAP (PLS#38444) 1" OUT OF GROUND
- 6) FOUND: 3.25' BLW ALUM. CAP ON 2.5" PIPE
- 7) 3.25' BLW ALUM. CAP ON 2.5" PIPE
- 8) DATE OF SURVEY: 12/10/2025
- 9) BASIS OF BEARING - S88°23.37'N BETWEEN AP 2 & AP 1 OF HE 175, BETWEEN MONUMENTS AS SHOWN ON PLAT
- 10) THIS DOCUMENT DOES NOT CONSTITUTE A TITLE SEARCH FOR OWNERSHIP, RIGHT-OF-WAY OR EASEMENTS OF RECORD, FOR OWNERSHIP, RIGHT-OF-WAYS AND EASEMENTS OF RECORD, BAKER & ASSOCIATES, INC. IS NOT A TITLE GUARANTY COMPANY ORDER NO. AB30032675
- 11) COUNTY ROAD: NO. 17, K.W. R. IS LOCATED IN
- 12) THE 20' UTILITY AND EASEMENT LOT 1 IS FOR THE BENEFIT OF PARCEL "A" TO PROVIDE ACCESS TO THE SHARED WATER LINE AND WATER PUMP THAT SUPPLIES WATER TO PARCEL "A" AND PARCEL "B".
- 13) THE PRIVATE 45' INGRESS-EGRESS & UTILITY EASEMENT IS TO PROVIDE ACCESS & UTILITIES SERVICES FOR PARCELS "A" & "B" - 3 FROM COUNTY ROAD 17.
- 14) THE PRIVATE 45' INGRESS-EGRESS EASEMENT IS LOCATED ON PARCEL "A" 100' S. 30' INGRESS-EGRESS EASEMENT THAT IS CALLED OUT IN THE LEGAL DESCRIPTION. COUNTY ROAD NO. 17, K.W. R. IS RECORDED IN BOOK 371 AT PAGE 859.

I, Lloyd W. Powers being a duly registered Professional Land Surveyor do hereby certify that this survey was made by me or under my direct supervision and is based upon my professional knowledge, information and belief and conforms with the applicable standards of practice in the State of Colorado. This certificate does not constitute a guaranty or warranty, either expressed or implied.

Lloyd W. Powers, PLS
Colorado Reg. No. 13901

NOTE: According to Colorado law you should commence any legal action based upon any defect in this survey within three years from the date of the survey. Any action based upon any defect in this survey should be commenced more than ten years from the date of the survey.

NOTE: The word "certify" or "certification" as used herein is understood to be an expression of professional opinion by the surveyor that it has been made in accordance with the rules and regulations of the State of Colorado. It does not constitute a guarantee, nor warranty.



KAMA INVESTMENTS LLC. PROPERTY
(NOT PART OF THE PLAT)

Yampa River

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owners thereof laid out, platted and subdivided as shown on this plot the land described as follows:

A parcel of land located in Lot 2, Lot 4 of Section 26, all in Township 6 North, Range 94 West, of the 6th P.M., Moffat County, Colorado, more particularly described as follows:

Commencing at a point being 56610123° , 9,617.90 feet from 8001 of BE 169 (AP 2 of BE 175) in Section 16, R46, RS44, thence 56737176° , 80,022 feet; thence 53325770° , 891.90 feet; thence 53325771° , 891.90 feet; thence 53325772° , 891.90 feet more or less to the centerline of the Yampa River; thence along the centerline of the Yampa River the following distances:

1. $66^{\circ}46'56''W$ a distance of 306.69 feet;
2. $55^{\circ}46'06''W$ a distance of 184.83 feet;
3. $54^{\circ}46'16''W$ a distance of 342.26 feet;
4. $53^{\circ}46'26''W$ a distance of 303.71 feet;
5. $53^{\circ}12'58''W$ a distance of 223.51 feet;
6. $52^{\circ}49'20''W$ a distance of 602.64 feet;

hence $NS 29^{\circ}27'15''E$ a distance of $110^{\circ}23'30''E$, 93.15 feet; hence $NS 25^{\circ}15'00''E$, 110.05 feet; hence $NS 14^{\circ}22'22''E$, 101.12 feet; hence $NS 22^{\circ}22'22''E$, 95.50 feet; hence $NS 23^{\circ}51'16''E$, 15.76 feet; hence $NS 14^{\circ}50'16''E$, 202.85 feet; hence $NS 44^{\circ}44'23''E$, 13.16 feet; hence $NS 45^{\circ}18'23''E$, 153.64 feet; hence $NS 46^{\circ}43'07''E$, 153.64 feet; hence $NS 07^{\circ}23'57''E$, 257.69 feet; hence $NS 66^{\circ}43'07''E$, 153.64 feet; hence $NS 75^{\circ}18'37''E$, 56.32 feet.

feet; then 333.32×367 , 23.04 foot to the point of beginning.
SUBJECT TO: A 30 foot wide ingress-egress easement, lying 15 feet on each side of the following described centerline:
Beginning at a point being the right-of-way line of County Road 17 which lies between the two roads, 77.76 feet from AP of He. No. 168, then 587.53×45 , 42.23 feet; then 77.52×39 , 40.45 feet; then 567.37×10 , 42.06 feet; then 565.10×45 , 45.28 feet; then 565.10×10 , 4.50 feet; then 565.10×45 , 45.28 feet; then 532.45×30 , 16.45 feet; then 540.01×10 , 10.68 feet; then 573.33×20 , 63.70 feet; then 575.19×50 , 52.00 feet; then 584.43×70 , 51.00 feet; then 587.53×45 , 42.23 feet; then 587.53×10 , 4.50 feet; then 587.53×45 , 42.23 feet; then 594.48×20 , 107.43 feet; then 594.48×20 , 128.87 feet; then 594.91×10 , 203.90 feet; then 502.39×31 , 19.45 feet; then 521.26×27 , 50.36 feet; then 514.51×24 , 101.62 feet; then 514.51×10 , 4.50 feet; then 514.51×24 , 101.62 feet; then 500.52×37 , 27.42 feet; then 508.52×44 , 19.84 feet; then 503.29×28 , 130.34 feet; then 508.52×44 , 88.10 feet; then 527.11×48 , 54.16 foot to a point the southernmost point of the right-of-way line, which is 529.45×17 , 16.95 feet from the westerly most angle point of said parcel.

Containing 49.148 acres more or less, under the name and style of "KAMA MINOR SUBDIVISION", and by these presents, do hereby dedicate to the public all power line easements, as shown hereon and not already otherwise dedicated for public use.

KAMA INVESTMENTS, LLC

KAMA INVESTMENTS, LLC

BY: YVONNE GUSTIN
AS: MEMBER
304 W VICTORY WAY

BY: LONNIE GUSTIN
AS: MEMBER
304 W VICTORY WAY

COUNTY COMMISSIONER'S APPROVAL
THE ABOVE DEDICATION AND PLAT IS HEREBY APPROVED
AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS

CHAIRMAN

ATTEST: _____
COUNTY CLERK

PLANNING COMMISSION APPROVAL

APPROVED BY THE MUFFAT COUNTY PLANNING COMMISSION

DAY OF _____ 202____

CHAIRMAN

Moffat County Clerk & Recorder

BAKER & ASSOCIATES
1790 W. VICTORY WAY
CRAIG, CO. 81625



BID TABULATION

RFP Number:	202602	Description: Tractor for Moffat County Fairgrounds	
Issue Date:	1/12/2026	Pre-Bid Meeting:	NA
Submission of Questions:	1/26/2026	Submission Date:	1/28/2026
BOCC Award:	2/10/2026	Contract Time:	2/10/2026 to 7/31/2026
Vendor		Anti Collusion	Bid Amount
US Tractor		✓	\$103,173.92



Request for Proposals (RFP)

Moffat County Colorado
1198 W. Victory Way, Suite 107
Craig, CO 81625

RFP Number:	202602	Description: Tractor for Moffat County Fairgrounds
Issue Date:	1/12/2026	Pre-Bid Meeting: <input checked="" type="checkbox"/> N/A OR <input type="checkbox"/> N/A
Submission of Questions:	1/26/2026	Submission Date: 1/28/2026
BOCC Award:	2/10/2026	Contract Time: 1/28/2026 to 7/30/2026

The Moffat County Board of County Commissioners (BOCC) will be accepting proposals for Arena Equipment for Moffat County Fairgrounds at the office of Development Services, 1198 W. Victory Way, Suite 107, Craig, CO 81625 (970) 824-9160, up to 11:00 A.M. (our clock), on Wednesday, January 28, 2026 at which time they will be publicly opened and read aloud. Bids may be submitted in a sealed envelope clearly marked "BID RFP 202602 Tractor" or online at www.publicpurchase.com.

Bid Documents and specifications are available online at www.publicpurchase.com and at the Office of Development Services at the address above.

No interpretation of the meaning of the Bid Documents (drawings, specifications, et. al.) will be made to any Vendor.
All questions regarding this bid must be in writing and submitted to Neil Binder at nbinder@moffatcounty.net.
Questions are due no later than 11:00 A.M. 1/26/2026. Please call Neil Binder at 970-824-9160 to verify receipt of your questions. No questions will be accepted after the date and time referenced above. All questions will be answered via Addendum only.

NOTE: Unauthorized contact with any other County employees regarding this bid may result in disqualification of your bid.

Bid responses will be accepted at www.publicpurchase.com or by sealed envelope at the Moffat County Development Services Department 1198 W. Victory Way #107 Craig, CO 81625.

GENERAL INSTRUCTIONS:

1 GENERAL CONDITIONS

- 1.1 Moffat County is an Equal Opportunity Employer and no otherwise qualified individual shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment for this position. Further, the work to be performed under this contract is subject to the requirements of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u which states that employment and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 1.2 Vendor shall not stipulate in their bid any conditions not contained in the specifications, unless specifically requested in the special instructions. Any bids that fail to comply with the literal letter of these instructions and the specifications may be rejected forthwith.

- 1.3 Bids shall be typewritten or written in ink on the form prepared by the County. If the form is filled out using pencil, the bid may be considered non-responsive and may be rejected. The person signing the bid or an authorized representative of the company shall initial all corrections or erasures made on your bid.
- 1.4 Any charges for freight, delivery, containers, packaging, permits etc., will be included in the bid price.
- 1.5 In submitting the bid, the Vendor agrees that acceptance of any or all bids by the County within a reasonable time period constitutes a contract. No delivery shall become due or be accepted until a purchase order has been issued by BOCC.
- 1.6 The BOCC must approve the contract resulting from this solicitation. This process typically takes four (4) weeks from the date the successful Vendor is identified. The BOCC will prepare a formal contract specific to this solicitation for execution by the successful Vendor.
- 1.7 Upon receipt and evaluation of the responses, selected Vendors may be required to make in-person presentations to the BOCC.
- 1.8 It is understood that the BOCC reserves the right to negotiate a contract with the selected Vendor; accept or reject any portion of the bid package; accept or reject any and/or all bids; to waive informalities and irregularities in bids; and to accept the bid that, in the opinion of the Board, is in the best interest of BOCC. The total cost of bid preparation and submission shall be borne by the Vendor.
- 1.9 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit bids.
- 1.10 If, in the sole judgment of the BOCC, the proposals are substantially equal, the Board may grant the contract to companies located in Moffat County; however, this is not applicable in the case that Federal funds are used.
- 1.11 Vendor certifies, warrants, and agrees that (he) (she) (it) has knowledge of the "Keep Jobs in Colorado Act" codified at Sections 8-17-101, *et seq.* of the Colorado Revised Statutes and that Colorado labor shall be employed to perform at least eighty percent (80%) of the work. See <https://www.colorado.gov/pacific/cdle/kjica> for more information regarding this Act, which applies to Public Works projects. This is not applicable in the case that Federal funds are used.
- 1.12 All information submitted in response to this bid is public after the bid opening. The Vendor should not include as a part of the response to the invitation to bid any information which the Vendor believes to be a trade secret or other privileged or confidential data. If the Vendor wishes to include such material with a bid, then the material should be supplied under separate cover and identified as confidential. Statements that the entire bid is confidential will not be honored. Moffat County will endeavor to keep that information confidential, separate and apart from the bid subject to the provisions of the Colorado Open Records Act or order of court.
- 1.13 The Vendor who is selected as the Vendor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Moffat and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Moffat and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Vendor or its employees, servants, agents or sub-vendors that may arise out of the agreement.
- 1.14 The Vendor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Vendor

1.15 Moffat County strongly encourages the use of small and minority firms, women's business enterprises, and labor surplus area firm services. In accordance with Federal and State laws, Moffat County does not discriminate.

1.16 All businesses, organizations, and individuals contracting with Moffat County must comply with Title II of the Americans with Disabilities Act of 1990, as amended. For more information on these requirements and to read the full Title II text, please go to the following web page: https://www.ada.gov/ada_title_ii.htm.

1.17 Other governmental entities may piggyback on the award of this solicitation, and should contact Moffat County Purchasing for any necessary procurement documents. The entity shall deal directly with the award Vendor concerning the placement of Purchase Orders, freight charges, contracting and disputes, invoicing, and payment. Moffat County shall not be held liable or responsible for any liability, claims, costs, damages, demands, actions, losses, judgments or expenses incurred by the Vendor or any government entity relating to such use.

1.18 The Vendor certifies that by signing the contract, neither the Vendor nor subcontractors, the organization nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

1.19 No Vendor awarded a solicitation shall be federally debarred. Such debarment shall be checked through the System for Award Management, at www.sam.gov.

1.20 Bids must be furnished exclusive of any Federal, State, or Local taxes.

BIDDING INSTRUCTIONS:

The following items are part of the proposal for the above noted project. If any of these items are not included with your bid forms, please contact the Moffat County Department of Development Services.

- Bid Package
 - General Instructions
 - Bidding Instructions
 - Anti-Collusion Affidavit
- Specifications
- Bid Schedule (in Excel format)

It is not necessary to return the entire Bid Package for the Bid Opening. **Submittal of the following completed forms is required:**

- ✓ Bid Form
- ✓ Bid Schedule
- ✓ Anti-Collusion Affidavit

BID FORM FOR RFP NO. 202602 – Tractor for Moffat County Fairgrounds

TO THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, Moffat County, Colorado I/We have examined the Specifications and of Addendum No(s). _____ is hereby acknowledged.

I/We certify that no illegal aliens will be employed or contracted with to perform work under this contract in compliance with the provisions of C.R.S. 8-17.5-101, et. seq.

I/We hereby propose to furnish all machinery, equipment, materials, or supplies pursuant to all Details and Specifications described in RFP 202602 – Tractor for Moffat County Fairgrounds, except as noted herein.

I/We agree that any Extra equipment or materials which the BOCC may order in writing is to be paid for either at a lump sum or unit prices agreed upon prior to placing of an order; provided that no class or item of equipment or material for which a unit bid price is provided is in this Bid and is to be classified as Extra.

I/We hereby agree to order the equipment/supplies within fifteen (15) days following the date of award unless such time for ordering is changed by BOCC in the "Notice to Proceed", and to complete the same within 90 working days in accordance with the "Notice to Proceed".

Respectfully Submitted

J. R. B. A. 26 JAN 26
Signature Date

Please Print Clearly:

SALES
Name Title
U.S. TRACTOR & HARVEST
Company Name
3025 W VICTORY WAY
Mailing Address

Street Address
CRAIG CO 81625
City State Zip Code

County of MOFFAT

DUNS Number *8*

State of Colorado

(____) _____

Phone

E-mail

tion is a bidder, the person signing shall state

and as agent must file with it legal evidence of the bid price and contain a unit bid price for each item submitted.

(Bid must be signed in ink by the bidder with the signature in full. When a firm is bidder, the agent who signs the firm name to the Bid shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of what State the corporation was chartered and the name and the title of the officer having authority under the by-laws to sign contracts. The Bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the Bid as agent must file with it legal evidence of his authority to do so. Mailing address, County and State must be given after the signature.) Each Bid should contain a unit bid price for each item shown in the bidding schedule, a completed Certificate of Intent to Sublet and a signed affidavit relative to collusion.



Specifications

RFP Number:	202602	Description: Tractor for Moffat County Fairgrounds
Issue Date:	1/12/2026	Pre-Bid Meeting: <input checked="" type="checkbox"/> N/A OR <input type="checkbox"/> None
Submission of Questions:	1/26/2026	Submission Date: 1/28/2026
BOCC Award:	2/10/2026	Contract Time: 1/28/2026 to 7/30/2026

EQUAL TO or BETTER THAN: John Deere 5130 M

ENGINE:	130 Minimum Horse Power
TRANSMISSION:	Power Shift 8
DRIVE	4WD
POWER TAKEOFF	540/1000
HYDRAULIC REMOTES	3 Sets
LOADER	NO
CANOPY	CAB
OPTION WORK STATION	All Weather Cab Heat/ AC Radio Rear Window Defogger and Wiper Cloth Seat
3 POINT HITCH	Category II Draw Bar
ACCESSORIES:	Toolbox/Wheel Weights and Front Weights
MANUALS:	Two parts books One service manual One operator's book with delivery of machine

BID PROPOSAL STATEMENTS OF "MEETS OR EXCEEDS STANDARDS" OR "MEETS REQUIREMENTS" MUST BE ACCOMPANIED BY TECHNICAL DATA.

TRADE IN

John Deere 1989 2955 90 HP
8000 hrs
2WD
Loader with Bucket
Enclosed Cab with heat and A/C

Please arrange for viewing of trade in tractor for evaluation if needed.

THE QUOTED JD 5130M
MEETS OR EXCEEDS THE
BID PROPOSAL

- JESSE BOND

J.R.B.
2/3/2026

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

Signature on all LOIs and POs with a signature line

Contract name or number; or JD Quote ID

Sold to street address

Ship to street address (no PO box)

Bill to contact name and phone number

Bill to address

Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

Membership number if required by the contract

received
1/28/24
esjw
cm

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

For any questions, please contact:

JESSE BOND

U. S. Tractor & Harvest

3025 West Victory Way

Craig, CO 81625

Cell Phone: 719-480-2648

Email: JESSE.BOND@USTRACTOR.COM



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO
(VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513-2789 US
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING
DEALER:

JESSE BOND
U. S. Tractor & Harvest
3025 West Victory Way Craig, CO 81625

Prepared For

MOFFAT COUNTY
1198 W VICTORY WAY STE 107
CRAIG, CO 816252910
(970) 824-9160
RTIPTON@MOFFATCOUNTY.NET

Prepared By

JESSE BOND
U. S. Tractor & Harvest
3025 West Victory Way
Craig, CO 81625
719-480-2648
JESSE.BOND@USTRACTOR.COM

Quote Id 1189406

Creation Date 09-Oct-2025

Expiration Date 11-Feb-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
New 2025 John Deere 5130M Utility Tractor	\$141,261.78	\$111,173.92	1	\$111,173.92

Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)

Price Effective Date: 19-Jan-2026

Equipment Total	\$111,173.92
------------------------	---------------------

Trade In Summary	Extended
1988 John Deere 2955	\$8,000.00
Final Trade Allowance	\$8,000.00

Quote Summary

Total Selling Price	\$111,173.92
Total Trade-In Allowance	(\$8,000.00)
Trade Difference	\$103,173.92
Sub-total	\$103,173.92
Balance Due	\$103,173.92

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote # 1189406
Customer MOFFAT COUNTY

New 2025 John Deere 5130M Utility Tractor		QTY In Group : 1
Hours	0	Suggested List
Serial Number	1PY5130MPSB000696	\$141,261.78
Stock Number	C032412	Selling Price
Contract	Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)	\$111,173.92
Price Effective Date	19-Jan-2026	Discount Amount
PUK Parent Serial #	---	(\$30,087.86)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
19EGPY	5130M Utility Tractor	1	\$115,219.00	22.0%	(\$25,348.18)	\$89,870.82

Base / Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
4420	4420 LH & RH Stabilizer Bar	1	\$0.00	22.0%	\$0.00	\$0.00
0500	0500 Less Package	1	\$0.00	22.0%	\$0.00	\$0.00
6040	6040 MFWD Front Axle	1	\$0.00	22.0%	\$0.00	\$0.00
4210	4210 Mechanical Center Link wi	1	\$0.00	22.0%	\$0.00	\$0.00
1950	1950 Less Application	1	\$0.00	22.0%	\$0.00	\$0.00
4110	4110 Telescoping Draft Links w	1	\$0.00	22.0%	\$0.00	\$0.00
0409	0409 English Operators Manual	1	\$0.00	22.0%	\$0.00	\$0.00
0202	0202 United States	1	\$0.00	22.0%	\$0.00	\$0.00
3025	3025 Corner Post Deluxe Exhaus	1	\$0.00	22.0%	\$0.00	\$0.00
3326	3326 3 Mechanical Stackable Re	1	\$1,127.00	22.0%	(\$247.94)	\$879.06
4030	4030 Electronic Hitch Control	1	\$0.00	22.0%	\$0.00	\$0.00
4310	4310 Basic Drawbar	1	\$0.00	22.0%	\$0.00	\$0.00



183N	183N JDLink™ Modem	1	\$0.00	22.0%	\$0.00	\$0.00
2511	2511 Mirror Telescopic LH & RH	1	\$388.00	22.0%	(\$85.36)	\$302.64
4155	4155 LH and RH Adjustable Lift	1	\$112.00	22.0%	(\$24.64)	\$87.36
2120	2120 Air Suspension seat	1	\$1,079.00	22.0%	(\$237.38)	\$841.62
2410	2410 Instructional Seat with S	1	\$712.00	22.0%	(\$156.64)	\$555.36
3430	3430 3 Stackable Mid SCVs with	1	\$984.00	22.0%	(\$216.48)	\$767.52
3830	3830 Three Speed PTO - 540/540	1	\$1,009.00	22.0%	(\$221.98)	\$787.02
4004	4004 Front Weight Support - (5	1	\$234.00	22.0%	(\$51.48)	\$182.52
8300	8300 Cold Weather package - Co	1	\$113.00	22.0%	(\$24.86)	\$88.14
8731	8731 Full LED Lighting Package	1	\$696.00	22.0%	(\$153.12)	\$542.88
8386	8386 PTO Remote Control on LH	1	\$78.00	22.0%	(\$17.16)	\$60.84
2060	2060 Premium Panorama Roof Cab	1	\$2,621.00	22.0%	(\$576.62)	\$2,044.38
5191	5191 460/85R34 (18.4R34) R1W R	1	\$270.00	22.0%	(\$59.40)	\$210.60
6120	6120 380/85R24 (14.9R24) R1W R	1	\$1,065.00	22.0%	(\$234.30)	\$830.70
8020	8020 Rear Fender Extensions	1	\$306.00	22.0%	(\$67.32)	\$238.68
1397	1397 Powr8™ 32F /16R 40 km/h Tr	1	\$2,157.00	22.0%	(\$474.54)	\$1,682.46
1730	1730 Loader Ready Package Sing	1	\$4,152.00	22.0%	(\$913.44)	\$3,238.56
182B	182B ISOBUS /GreenStar™ Ready	1	\$814.00	22.0%	(\$179.08)	\$634.92
8463	8463 80 mm Hitch Lift Cylinder	1	\$495.00	22.0%	(\$108.90)	\$386.10
5040	5040 Rack & Pinion (Bar) Axle	1	\$2,894.00	22.0%	(\$636.68)	\$2,257.32
5091	5091 Cast Rear Wheels	1	\$238.00	22.0%	(\$52.36)	\$185.64
5918	5918 Alliance Brand Only	1	\$0.00	22.0%	\$0.00	\$0.00
Total Base / Options			\$136,763.00		(\$30,087.86)	\$106,675.14

**Technology Options**

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
1880	1880 Less Receiver	1	\$0.00	22.0%	\$0.00	\$0.00
1900	1900 Less Display	1	\$0.00	22.0%	\$0.00	\$0.00
Total Technology Options			\$0.00		\$0.00	\$0.00

Dealer Attachments

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
R207782	Cast Iron Rear Weight 205 kg (452 lb)	2	\$2,042.48	0.0%	\$0.00	\$2,042.48
R127764	Front Suitcase Weight 43 kg (95 lb)	14	\$2,456.30	0.0%	\$0.00	\$2,456.30
Total Dealer Attachments			\$4,498.78		\$0.00	\$4,498.78
Selling Price Subtotal						\$111,173.92
Total Selling Price			\$141,261.78		(\$30,087.86)	\$111,173.92



Bid Schedule

RFP Number:	202602	Description:	Tractor for Moffat County Fairgrounds
Issue Date:	11/18/2025	Pre-Bid Meeting:	NA
Submission of Questions:	12/1/2025	Submission Date:	12/4/2025
BOCC Award:	12/9/2025	Contract Time:	12/9/2025 to 6/30/2026

Brand:

	Meets or exceeds	
	Yes	No
Engine: 130 Horsepower	X	
Transmission: Power Shift 8	X	
Drive: 4WD	X	
PTO: 540/1000	X	
Hydraulic Remotes: 3 sets	X	
Canopy: All weather Cab Enclosure	X	
3 Point Category II w/ drawbar	X	
Toolbox	X	
Wheel Weights	X	
Front Weights	X	

		Amount
Total Bid Price	FOB Craig, Colorado	NO TRADE \$ 111,173 ⁹²
Delivery Date:	ASAP	WITH TRADE \$ 103,173 ⁹²
Warranty Coverage	2 YR / 2000 HOURS	
Nearest Facility for Parts & Service:	U.S. TRACTOR - CRAIG	

Submitted by: J-R.B. Date: 26JAN26

Note: Moffat County reserves the right to accept or reject any portion of the Bid package



BID TABULATION

RFP Number:	202604	Description: Mower for Moffat County Fairgrounds	
Issue Date:	1/12/2026	Pre-Bid Meeting:	NA
Submission of Questions:	1/26/2026	Submission Date:	1/28/2026
BOCC Award:	2/10/2026	Contract Time:	2/10/2026 to 7/30/2026
Vendor		Anti Collusion	Bid Amount
Gov Mark LLC		✓	\$61,491
US Tractor		✓	\$38,380



Request for Proposals (RFP)

Moffat County Colorado
1198 W. Victory Way, Suite 107
Craig, CO 81625

RFP Number:	202604	Description: Mower for Moffat County Fairgrounds
Issue Date:	1/12/2026	Pre-Bid Meeting: <input checked="" type="checkbox"/> N/A OR <input type="checkbox"/> Click or tap to enter a date.
Submission of Questions:	1/26/2026	Submission Date: 1/28/2026
BOCC Award:	2/10/2026	Contract Time: 2/10/2026 to 7/30/2026

The Moffat County Board of County Commissioners (BOCC) will be accepting proposals for Arena Equipment for Moffat County Fairgrounds at the office of Development Services, 1198 W. Victory Way, Suite 107, Craig, CO 81625 (970) 824-9160, up to 11:00 A.M. (our clock), on Wednesday, January 28, 2026 at which time they will be publicly opened and read aloud. Bids may be submitted in a sealed envelope clearly marked "BID RFP 202604 Mower" or online at www.publicpurchase.com.

Bid Documents and specifications are available online at www.publicpurchase.com and at the Office of Development Services at the address above.

No interpretation of the meaning of the Bid Documents (drawings, specifications, et. al.) will be made to any Vendor.
All questions regarding this bid must be in writing and submitted to Neil Binder at nbinder@moffatcounty.net.
Questions are due no later than 11:00 A.M. 1/26/2026. Please call Neil Binder at 970-824-9160 to verify receipt of your questions. No questions will be accepted after the date and time referenced above. All questions will be answered via Addendum only.

NOTE: Unauthorized contact with any other County employees regarding this bid may result in disqualification of your bid.

Bid responses will be accepted at www.publicpurchase.com or by sealed envelope at the Moffat County Development Services Department 1198 W. Victory Way #107 Craig, CO 81625.

GENERAL INSTRUCTIONS:

1 GENERAL CONDITIONS

- 1.1 Moffat County is an Equal Opportunity Employer and no otherwise qualified individual shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment for this position. Further, the work to be performed under this contract is subject to the requirements of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u which states that employment and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 1.2 Vendor shall not stipulate in their bid any conditions not contained in the specifications, unless specifically requested in the special instructions. Any bids that fail to comply with the literal letter of these instructions and the specifications may be rejected forthwith.

- 1.3 Bids shall be typewritten or written in ink on the form prepared by the County. If the form is filled out using pencil, the bid may be considered non-responsive and may be rejected. The person signing the bid or an authorized representative of the company shall initial all corrections or erasures made on your bid.
- 1.4 Any charges for freight, delivery, containers, packaging, permits etc., will be included in the bid price.
- 1.5 In submitting the bid, the Vendor agrees that acceptance of any or all bids by the County within a reasonable time period constitutes a contract. No delivery shall become due or be accepted until a purchase order has been issued by BOCC.
- 1.6 The BOCC must approve the contract resulting from this solicitation. This process typically takes four (4) weeks from the date the successful Vendor is identified. The BOCC will prepare a formal contract specific to this solicitation for execution by the successful Vendor.
- 1.7 Upon receipt and evaluation of the responses, selected Vendors may be required to make in-person presentations to the BOCC.
- 1.8 It is understood that the BOCC reserves the right to negotiate a contract with the selected Vendor; accept or reject any portion of the bid package; accept or reject any and/or all bids; to waive informalities and irregularities in bids; and to accept the bid that, in the opinion of the Board, is in the best interest of BOCC. The total cost of bid preparation and submission shall be borne by the Vendor.
- 1.9 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit bids.
- 1.10 If, in the sole judgment of the BOCC, the proposals are substantially equal, the Board may grant the contract to companies located in Moffat County; however, this is not applicable in the case that Federal funds are used.
- 1.11 Vendor certifies, warrants, and agrees that (he) (she) (it) has knowledge of the "Keep Jobs in Colorado Act" codified at Sections 8-17-101, *et seq.* of the Colorado Revised Statutes and that Colorado labor shall be employed to perform at least eighty percent (80%) of the work. See <https://www.colorado.gov/pacific/cdle/kjica> for more information regarding this Act, which applies to Public Works projects. This is not applicable in the case that Federal funds are used.
- 1.12 All information submitted in response to this bid is public after the bid opening. The Vendor should not include as a part of the response to the invitation to bid any information which the Vendor believes to be a trade secret or other privileged or confidential data. If the Vendor wishes to include such material with a bid, then the material should be supplied under separate cover and identified as confidential. Statements that the entire bid is confidential will not be honored. Moffat County will endeavor to keep that information confidential, separate and apart from the bid subject to the provisions of the Colorado Open Records Act or order of court.
- 1.13 The Vendor who is selected as the Vendor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Moffat and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Moffat and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Vendor or its employees, servants, agents or sub-vendors that may arise out of the agreement.
- 1.14 The Vendor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Vendor

1.15 Moffat County strongly encourages the use of small and minority firms, women's business enterprises, and labor surplus area firm services. In accordance with Federal and State laws, Moffat County does not discriminate.

1.16 All businesses, organizations, and individuals contracting with Moffat County must comply with Title II of the Americans with Disabilities Act of 1990, as amended. For more information on these requirements and to read the full Title II text, please go to the following web page: https://www.ada.gov/ada_title_II.htm.

1.17 Other governmental entities may piggyback on the award of this solicitation, and should contact Moffat County Purchasing for any necessary procurement documents. The entity shall deal directly with the award Vendor concerning the placement of Purchase Orders, freight charges, contracting and disputes, invoicing, and payment. Moffat County shall not be held liable or responsible for any liability, claims, costs, damages, demands, actions, losses, judgments or expenses incurred by the Vendor or any government entity relating to such use.

1.18 The Vendor certifies that by signing the contract, neither the Vendor nor subcontractors, the organization nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

1.19 No Vendor awarded a solicitation shall be federally debarred. Such debarment shall be checked through the System for Award Management, at www.sam.gov.

1.20 Bids must be furnished exclusive of any Federal, State, or Local taxes.

BIDDING INSTRUCTIONS:

The following items are part of the proposal for the above noted project. If any of these items are not included with your bid forms, please contact the Moffat County Department of Development Services.

- Bid Package
 - General Instructions
 - Bidding Instructions
 - Anti-Collusion Affidavit
- Specifications
- Bid Schedule (in Excel format)

It is not necessary to return the entire Bid Package for the Bid Opening. **Submittal of the following completed forms is required:**

- ✓ Bid Form
- ✓ Bid Schedule
- ✓ Anti-Collusion Affidavit

BID FORM FOR RFP NO. 202604 – Mower for Moffat County Fairgrounds

TO THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, Moffat County, Colorado I/We have examined the Specifications and of Addendum No(s). _____ is hereby acknowledged.

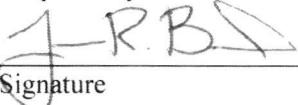
I/We certify that no illegal aliens will be employed or contracted with to perform work under this contract in compliance with the provisions of C.R.S. 8-17.5-101, et. seq.

I/We hereby propose to furnish all machinery, equipment, materials, or supplies pursuant to all Details and Specifications described in RFP 202604 – Mower for Moffat County Fairgrounds, except as noted herein.

I/We agree that any Extra equipment or materials which the BOCC may order in writing is to be paid for either at a lump sum or unit prices agreed upon prior to placing of an order; provided that no class or item of equipment or material for which a unit bid price is provided is in this Bid and is to be classified as Extra.

I/We hereby agree to order the equipment/supplies within fifteen (15) days following the date of award unless such time for ordering is changed by BOCC in the "Notice to Proceed", and to complete the same within 90 working days in accordance with the "Notice to Proceed".

Respectfully Submitted



Signature

26 JAN 26

Date

Please Print Clearly:

SALES

Name Title

U.S. TRACTOR & HARVEST

Company Name

3025 W VICTORY WAY

Mailing Address

Street Address

CRAIG CO 81625

City State Zip Code

County of MOFFAT

DUNS Number _____

State of COLORADO

(____) _____ Phone

_____ E-mail

(Bid must be signed in ink by the bidder with the signature in full. When a firm is bidder, the agent who signs the firm name to the Bid shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of what State the corporation was chartered and the name and the title of the officer having authority under the by-laws to sign contracts. The Bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the Bid as agent must file with it legal evidence of his authority to do so. Mailing address, County and State must be given after the signature.) Each Bid should contain a unit bid price for each item shown in the bidding schedule, a completed Certificate of Intent to Sublet and a signed affidavit relative to collusion.



Specifications

RFP Number:	202604	Description:	Mower for Moffat County Fairgrounds
Issue Date:	1/12/2026	Pre-Bid Meeting:	<input checked="" type="checkbox"/> N/A OR <input type="checkbox"/> None
Submission of Questions:	12/26/2025	Submission Date:	1/28/2026
BOCC Award:	2/10/2026	Contract Time:	2/10/2026 to 7/30/2026

EQUAL TO or BETTER THAN: John Deere 1580 Commercial Front Mower

ENGINE:	37.4 Horse Power
TRANSMISSION:	Hydrostatic
DRIVE	4WD on demand
FUEL TYPE	Diesel
FUEL TANK	16 Gal
CUTTING HEIGHT	1" - 6"
DECK SIZE	72"
DECK DISCHARGE	Rear
SPEED RANGE	0-15 MPH
WARRANTY	24 Months
MANUALS:	Two parts books One service manual One operator's book with delivery of machine

BID PROPOSAL STATEMENTS OF "MEETS OR EXCEEDS STANDARDS" OR "MEETS REQUIREMENTS" MUST BE ACCOMPANIED BY TECHNICAL DATA.

THE QUOTED JD 1580
MEETS OR EXCEEDS THE
BID PROPOSAL
- JESSE BOND
J-RB
26JAN26



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

received

1/29/24

11 am

Signature on all LOIs and POs with a signature line

Contract name or number; or JD Quote ID

Sold to street address

Ship to street address (no PO box)

Bill to contact name and phone number

Bill to address

Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

For any questions, please contact:

JESSE BOND

U. S. Tractor & Harvest

3025 West Victory Way

Craig, CO 81625

Cell Phone: 719-480-2648

Email: JESSE.BOND@USTRACTOR.COM



ALL PURCHASE ORDERS MUST BE MADE OUT TO
(VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513-2789 US
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING
DEALER:

JESSE BOND
U. S. Tractor & Harvest
3025 West Victory Way Craig, CO 81625

Prepared For

MOFFAT COUNTY
1198 W VICTORY WAY STE 107
CRAIG, CO 816252910
(970) 824-9160
RTIPTON@MOFFATCOUNTY.NET

Prepared By

JESSE BOND
U. S. Tractor & Harvest
3025 West Victory Way
Craig, CO 81625
719-480-2648
JESSE.BOND@USTRACTOR.COM

Quote Id 1518453

Creation Date 20-Jan-2026

Expiration Date 11-Feb-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
1580 TerrainCut™ Commercial Front Mower (Less Mower Deck)	\$43,130.26	\$33,329.04	1	\$33,329.04
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) Price Effective Date: 19-Jan-2026				
72 In. Fastback PRO Commercial Rear Discharge Deck	\$6,560.00	\$5,051.20	1	\$5,051.20
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) Price Effective Date: 19-Jan-2026				
Equipment Total				\$38,380.24

Quote Summary

Total Selling Price	\$38,380.24
Sub-total	\$38,380.24
Balance Due	\$38,380.24

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote # 1518453
Customer MOFFAT COUNTY

1580 TerrainCut™ Commercial Front Mower (Less Mower Deck)		QTY In Group : 1
Hours	---	Suggested List
Serial Number	---	\$43,130.26
Stock Number	---	Selling Price
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)	\$33,329.04
Price Effective Date	19-Jan-2026	Discount Amount
PUK Parent Serial #		(\$9,955.43)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
245BTC	1580 TerrainCut™ Commercial Front Mower (Less Mower Deck)	1	\$42,273.00	23.0%	(\$9,722.79)	\$32,550.21

Base / Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
001A	United States and Canada	1	\$0.00	23.0%	\$0.00	\$0.00
2012	Air Ride Suspension Seat with Armrests	1	\$341.00	23.0%	(\$78.43)	\$262.57
183N	JDLink™ M Modem	1	\$0.00	23.0%	\$0.00	\$0.00
Total Base / Options			\$42,614.00		(\$9,801.22)	\$32,812.78

Dealer Attachments

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
BTC10685	Slow Moving Vehicle (SMV) Kit	1	\$121.99	23.0%	(\$28.06)	\$93.93
BUC11338	Beacon LED Light Kit	1	\$444.06	23.0%	(\$102.13)	\$341.93
AR87167	Engine Coolant Heater (110 V)	1	\$104.42	23.0%	(\$24.02)	\$80.40
Total Dealer Attachments			\$670.47		(\$154.21)	\$516.26
Selling Price Subtotal						\$33,329.04



JOHN DEERE

Total Selling Price	\$43,130.26	(\$9,955.43)	\$33,329.04
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JOHN DEERE

72 In. Fastback PRO Commercial Rear Discharge Deck

QTY In Group : 1

Hours	---	Suggested List
Serial Number	---	\$6,560.00
Stock Number	---	Selling Price
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)	\$5,051.20
Price Effective Date	19-Jan-2026	Discount Amount
PUK Parent Serial #		(\$1,508.80)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
5502TC	72 In. Fastback PRO Commercial Rear Discharge Deck	1	\$6,560.00	23.0%	(\$1,508.80)	\$5,051.20

Base / Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
001A	United States and Canada	1	\$0.00	23.0%	\$0.00	\$0.00
Total Base / Options			\$6,560.00		(\$1,508.80)	\$5,051.20
Selling Price Subtotal						\$5,051.20
Total Selling Price			\$6,560.00		(\$1,508.80)	\$5,051.20



Bid Schedule

RFP Number:	202604	Description:	Tractor for Moffat County Fairgrounds
Issue Date:	11/18/2025	Pre-Bid Meeting:	NA
Submission of Questions:	12/1/2025	Submission Date:	12/4/2025
BOCC Award:	12/9/2025	Contract Time:	12/9/2025 to 6/30/2026

Brand:

Meets or exceeds	
Yes	No
X	
X	
X	
X	
X	
X	
X	
X	

Engine: 37.4 Horsepower
Transmission: Hydrostatic
Drive: 4WD
Fuel Type: Diesel
Cutting Height: 1-6"
Deck Size: 72"
Deck Discharge: Rear
Speed Range: 0-15MPH

Amount	
Total Bid Price	FOB Craig, Colorado
	\$ 38,330 ²⁴
Delivery Date:	EST. MAY/JUNE 2026
Warranty Coverage	2 YEAR / 2000 HOUR
Nearest Facility for Parts & Service:	U.S. TRACTOR - CRAIG

Submitted by: J-R.B.D

Date: 26 JAN 26

Note: Moffat County reserves the right to accept or reject any portion of the Bid package



BID TABULATION

RFP Number:	202603	Description: Water Tank Upfit for Moffat County Fairgrounds Truck		
Issue Date:	1/12/2026	Pre-Bid Meeting:	NA	
Submission of Questions:	1/26/2026	Submission Date:	1/28/2026	
BOCC Award:	2/10/2026	Contract Time: 2/10/2026 to 7/30/2026		
Vendor	Anti Collusion			Bid Amount
Industrial Welding & Supply		✓		49,250.00



Specifications

RFP Number:	202603	Description: Water tank outfit for Moffat County Fairgrounds Truck
Issue Date:	1/12/2026	Pre-Bid Meeting: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> None
Submission of Questions:	1/26/2026	Submission Date: 1/28/2026
BOCC Award:	2/10/2026	Contract Time: 2/10/2026 to 7/31/2026

EQUAL TO or BETTER THAN: Colt 4000 Gallon Water Tank

4000 Gallon capacity water tank

- TANK SHELL: $\frac{1}{4}$ " Thick Bottom Pan with 3/16" Upper Shell
- TANK HEADS AND BAFFLES: 3/16" Plate with 6" Dished Offset
- Horizontal seams welded inside and out
- Front and rear mounted site tube
- 20 mil Epoxy liner
- 100% Welded U-shaped longitudinal sills
- 24" Manway
- HYDRANT FILL: 3" pipe with legal air gap
- $\frac{3}{4}$ " Rubber cushion wear plates
- Epoxy primed and Urethane top coat in white

Options to include

- 18x18x36" Tool Box
- Tow hooks and push bar
- 1 1/2" Electric Hose reel with 50' hose
- Dump Valve
- Fenders integrated into body design
- Heavy duty angle iron tie down mounts
- DOT sealed beam lights

Plumbing and Installation

- 5 Valve spray system with Berkley Pump
 - Valves – Operated from cab
 - Berkley B3ZRMS -4x3 centrifugal cast iron pump
 - Pump capacity – 750 GPM @ 60 PSI
 - PTO driven with hot shift capability
- Plumbing with schedule 40 steel pipe
 - Include pond fill plumbing and include hoses and foot valve
- Include installation of tank, PTO pump, spray bars, all plumbing on truck, and options
- All equipment to be installed on 1996 Peterbilt Length of body 16'

MANUALS:

- Two parts books (If available)
- One service manual (If available)
- One operator's book with delivery (If available)

BID PROPOSAL STATEMENTS OF "MEETS OR EXCEEDS STANDARDS" OR "MEETS REQUIREMENTS" MUST BE ACCOMPANIED BY TECHNICAL DATA.

1.15 Moffat County strongly encourages the use of small and minority firms, women's business enterprises, and labor surplus area firm services. In accordance with Federal and State laws, Moffat County does not discriminate.

1.16 All businesses, organizations, and individuals contracting with Moffat County must comply with Title II of the Americans with Disabilities Act of 1990, as amended. For more information on these requirements and to read the full Title II text, please go to the following web page: https://www.ada.gov/ada_title_II.htm.

1.17 Other governmental entities may piggyback on the award of this solicitation, and should contact Moffat County Purchasing for any necessary procurement documents. The entity shall deal directly with the award Vendor concerning the placement of Purchase Orders, freight charges, contracting and disputes, invoicing, and payment. Moffat County shall not be held liable or responsible for any liability, claims, costs, damages, demands, actions, losses, judgments or expenses incurred by the Vendor or any government entity relating to such use.

1.18 The Vendor certifies that by signing the contract, neither the Vendor nor subcontractors, the organization nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

1.19 No Vendor awarded a solicitation shall be federally debarred. Such debarment shall be checked through the System for Award Management, at www.sam.gov.

1.20 Bids must be furnished exclusive of any Federal, State, or Local taxes.

BIDDING INSTRUCTIONS:

The following items are part of the proposal for the above noted project. If any of these items are not included with your bid forms, please contact the Moffat County Department of Development Services.

- Bid Package
 - General Instructions
 - Bidding Instructions
 - Anti-Collusion Affidavit
- Specifications
- Bid Schedule (in Excel format)

It is not necessary to return the entire Bid Package for the Bid Opening. **Submittal of the following completed forms is required:**

- ✓ Bid Form
- ✓ Bid Schedule
- ✓ Anti-Collusion Affidavit

BID FORM FOR RFP NO. 202603 – Water tank upfit for Moffat County Fairgrounds Truck

TO THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, Moffat County, Colorado I/We have examined the Specifications and of Addendum No(s). _____ is hereby acknowledged.

I/We certify that no illegal aliens will be employed or contracted with to perform work under this contract in compliance with the provisions of C.R.S. 8-17.5-101, et. seq.

I/We hereby propose to furnish all machinery, equipment, materials, or supplies pursuant to all Details and Specifications described in RFP 202603 – Water tank upfit for Moffat County Fairgrounds Truck, except as noted herein.

I/We agree that any Extra equipment or materials which the BOCC may order in writing is to be paid for either at a lump sum or unit prices agreed upon prior to placing of an order; provided that no class or item of equipment or material for which a unit bid price is provided is in this Bid and is to be classified as Extra.

I/We hereby agree to order the equipment/supplies within fifteen (15) days following the date of award unless such time for ordering is changed by BOCC in the "Notice to Proceed", and to complete the same within 90 working days in accordance with the "Notice to Proceed".

Respectfully Submitted


Signature _____ Date 1-22-23

Please Print Clearly:

JD Stone, Owner _____
Name Title _____
Industrial welding and supply co, DBA COLT _____
Company Name _____
PO Box 1169 _____
Mailing Address _____
140 Cucarola Rd _____
Street Address _____
Sterling, Co 80751 _____
City State Zip Code _____

Attest: _____

County of Logan _____

(SEAL)

DUNS Number 04-216-3824

State of Colorado _____

(970) 522-2206 _____

Phone _____

jd@iwsinc.co _____

E-mail _____

(Bid must be signed in ink by the bidder with the signature in full. When a firm is bidder, the agent who signs the firm name to the Bid shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of what State the corporation was chartered and the name and the title of the officer having authority under the by-laws to sign contracts. The Bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the Bid as agent must file with it legal evidence of his authority to do so. Mailing address, County and State must be given after the signature.) Each Bid should contain a unit bid price for each item shown in the bidding schedule, a completed Certificate of Intent to Sublet and a signed affidavit relative to collusion.

received
1/28/26 EJM

TO: Moffat County Fair Grounds

Attn: Tyler

Fax:
Phone: 970-620-0575



DUMP BODIES
WATER TRUCK TANKS
VAC TRUCK TANKS
HOT OIL / FRAC TRUCK
MATERIAL DUMP BODY
DUMP PUPS
Hiab Hooklifts
Galfab Roll-Off Hoist

INDUSTRIAL WELDING AND SUPPLY CO.

140 CUCAROLA RD.
STERLING COLO. 80751
Phone Number: 970/522/2206
FAX: 970/522/2216

01/22/2026

Qty	DESCRIPTION	UNIT PRICE	AMOUNT
1	4000 Capacity Water Tank		\$22,500.00
	Tank Shell: 1/4" Thick Bottom Pan With 3/16" Upper Shell Tank Heads and Baffles: 3/16" Plate With 6" Dished Offset Horizontal Seams Welded inside And Out Front And Rear Mounted Site Tube DOT Sealed Beam Lights 100% Welded U Shaped Longitudinal Sills 24" Manway Hydrant Fill: 3" Pipe With Legal Air Gap Fenders Integrated Into Body Design Heavy Duty Angle Iron Tie Down Mounts 3/4" Rubber Cushion Wear Pads		
1	PLUMBING AND INSTALLATION		\$16,850.00
	5 Valve Spray System With Berkeley Pump Valves - Operated From Cab Berkeley B3ZRM - 4X3 Centrifugal Cast Iron Pump Berkeley Pump Capacity - 750 GPM @ 60 PSI. PTO. Driven Water Pump All Plumbing Is Schedule 40 Steel Pipe Exterior Paint Epoxy Primer And Urethane Top Coat (White) Installation Of Tank, On Truck Pump And Plumbing On Truck Installation Of PTO And Drive Shaft		
	OPTIONS		
1	1 1/2" Hose Reel With 50' Hose Assembly	\$1,850.00	\$1,850.00
1	18x18x36" Tool Box	\$850.00	\$850.00
1	Heavy Duty Push Block	\$650.00	\$650.00
1	Pond Fill Plumbing With Hoses And Foot Valve Installed	\$1,950.00	\$1,950.00
1	3" Dump Valve	\$350.00	\$350.00
1	20 mill Epoxy liner	\$4,250.00	\$4,250.00
	State & RTA 3% City & County 4%	FET. 12%	SUB TOTAL \$49,250.00
			TAX
			TOTAL TANK \$49,250.00
			\$49,250.00

22-Jan-26

APPROVED BY

DATE

RESOLUTION 2026 – 23

RESOLUTION UPDATING MOFFAT COUNTY PURCHASING POLICIES

WHEREAS, the Board of County Commissioners of Moffat County, State of Colorado, is authorized to act on behalf of Moffat County pursuant to Article XIV, Section 1 of the Colorado Constitution and Colorado Revised Statutes §30-11-101, §30-11-103, and §30-11-107; and

WHEREAS, the Board of County Commissioners of Moffat County, State of Colorado represents Moffat County and has the care of county property and the management of the business concerns of the county and is authorized to make all contracts and do all other acts in relation to property and concerns necessary to the exercise of its corporate or administrative powers; and

WHEREAS, the Moffat County Board of County Commissioners (“Board”) is empowered by Section 30-11-107(1)(aa), C.R.S., as amended, to establish policies and procedures regarding entering into contracts binding on the country; and

WHEREAS, the Board previously adopted purchasing policies in Moffat County Resolution 2021-102 to establish consistent, transparent, and fiscally responsible procedures for procurement; and

WHEREAS, the Board finds that updates are necessary to modernize the County’s purchasing practices, ensure compliance with applicable laws, improve internal controls, clarify purchasing thresholds, and enhance efficiency and accountability in procurement operations; and

WHEREAS, the Board has reviewed proposed revisions and finds them to be in the best interest of Moffat County and its citizens;

ADOPTED this 10th day of February, 2026.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

Melody Villard, Chair

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT)

I, Erin Miller, Deputy County Clerk and Ex-officio to the Board of Commissioners, do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted by the Board of County Commissioners on the date stated.

WITNESS, my hand and the seal of said County this 10th day of February, 2026.

Erin Miller, Deputy Clerk and Ex-officio to the
County Commissioners, Moffat County,
State of Colorado

MOFFAT COUNTY

PURCHASING POLICIES



Adopted By Resolution 2026 - 23
on February 10, 2026

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PART A: PURCHASING POLICY GENERAL PROVISIONS

1. Purpose.

- a. maximize the purchasing value of taxpayer dollars through market competition;
- b. standardize the county's purchasing rules and regulations purchasing;
- c. provide fair and equitable treatment of all persons who deal with the County purchasing system;
- d. foster effective, broad-based competition within the free-enterprise system;
- e. provide safeguards for the maintenance of a purchasing system of quality and integrity.

2. Application to County Purchasing.

Except where otherwise specifically stated herein, this Policy shall apply to all expenditures of public funds, irrespective of their source, by this County under any contract, including state and federal assistance monies which shall, in addition, comply with all pertinent state and federal purchasing requirements.

- a. Federal awards received by the County, either directly or sub-awards passed through to community partners, are subject to this Purchasing Policy insofar as goods and services are purchased with the federal award funds and shall comply with the Code of Federal Regulations (CFR) Title 2 Grants and Agreements.
- b. Where the County serves as a fiscal agent for financial duties of another entity, the entity involved shall follow the purchasing policies of the County.

This Policy shall also apply to the disposal of County equipment and supplies. Nothing in the Policy, or in regulations promulgated hereunder, shall prevent the County from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement.

3. Employee Compliance.

All County employees are required to comply fully with all the provisions of the Purchasing and Ethics Policies. Any purchase of supplies, materials, goods or services contrary to the provisions of these Policies shall be void and the employee(s) could be subject to disciplinary action as deemed appropriate.

No volunteer, intern, or any other non-County employee shall be authorized to negotiate on behalf of Moffat County or apply for a grant which binds Moffat County to terms in a contract.

4. Severability.

If any provision of this Policy or any application thereof to any person or circumstance is held invalid, such invalidity shall not affect application of other provisions of this Policy, and to this end the provisions of this Policy are declared to be severable.

5. Personal Purchases In Moffat County's Name Prohibited.

No County employee shall make personal purchases using Moffat County funds or pledge the credit of Moffat County for personal purchases. Article XI, Section 1 of the Constitution of Colorado states that "Neither the state, nor any county, city, town, township or school district shall lend or pledge the credit or faith thereof, directly or indirectly, in any manner to, or in aid of, any person, company or corporation, public or private, for any amount, or for any purpose whatever; or become responsible for any debt, contract or liability of any person, company or corporation, public or private, in or out of the state."

Examples include purchasing personal items using a Moffat County account and paying with personal funds. A Moffat County account is any account that uses either Moffat County's (or any Moffat County Department's) name, address or tax-exempt number.

6. Exemptions.

The following purchases may be exempt from certain purchasing procedures:

- Advertisements placed in newspapers to meet obligations under Colorado Statutes, concerning legal and/or public notices; or, for purposes of increasing public awareness of services.
- Dues, meetings, and miscellaneous travel expenses for seminars or conventions.
- Education and training fees paid for training of Moffat County officials or employees.
- Expert witness and transcript services for the County Departments.
- Rent payments or leases for buildings that are established by a negotiated and approved contract.
- Utilities.
- Perishable items that have a limited useful shelf life or are date sensitive.
- Internal Billing (including telephone, computer, copies, postage, and fuel).
- Goods or services available from recognized multi-agency contracting groups, such as Western States Contracting Alliance (WSCA).

7. Proof of Purchase.

Regardless of type of purchase, i.e. over the counter, account charge or contract, shall have clear and verified documentation of the expense to include:

- a. Receipt (proof that expense has been paid after the transaction) or Vendor Invoice (proof of the vendor requisition compensation for the purchase).
- b. Purchase Order for the transaction.
- c. Receiving against the Purchase order and attaching either the receipt or vendor invoice.
- d. Approval from the Department Head or Elected Official up to the expense levels as listed in Part B page 5. Approvals may be electronic through the accounting system approval process, or physical signature and scanned into the accounting system for approval.

8. Credit Card Purchases.

Moffat County authorizes Department heads and other select employees to obtain a purchasing card ("P-Cards") for use in purchasing items for the county's benefit. It is the county's intention that the P-cards be used to make purchasing items more efficient, convenient, and time effective. All cardholders needing to make purchase through such method are in agreement with the County's P-Card Application, previously known as the Credit Card Application.

- a. Personal use of the County's P-cards is prohibited.
- b. Similar to Proof of Purchase above, items purchased with the County's P-Cards, shall have clear and verified documentation of the expense to include:

- i. Receipt (proof that expense has been paid after the transaction) or Vendor Invoice (proof of the vendor requisition compensation for the purchase).
- ii. The documentation is received against the specific P-Card's monthly statement in the accounting system.
- c. Any charge without receipt/support or personnel charge is the responsibility of the cardholder and repayment of such charges will be repaid from the card holder through payroll deduction. This rule is due to Internal Revenue Service (IRS) regulations as any charge without support that is paid by the county is considered "compensation". The payroll deduction for such charges eliminates the need to report unsupported charges on the cardholders W-2. Due to the IRS requirement, it is imperative that all charges have proper supporting documentation.

The Moffat County's P-card policy is an "accountable expense plan" as defined by the IRS. According to the IRS publication 463, an accountable expense plan must meet the following criteria:

1. The expense must have been paid or incurred while performing services as a county employee.
2. An adequate accounting of the expense must be made to the Finance Department when the card statement is due.
3. The cardholder must return any excess payment by the time the card statement is due.

Statements are received around the 8th of the month, or the following Monday if the 8th is on a weekend. Support documentation is due within seven (7) days after that statement is received.

Adequate accounting support documentation must include the following:

1. Amount & date paid;
2. Description of the item purchased;
3. Reason why it is a reasonable business charge (if it isn't obvious); and
4. For meals, include the business purpose of the charge.

Note: The charge slip showing only the amount that was purchased is insufficient - you may have to ask for an additional receipt that details what was purchased.

For items purchased over the phone or internet, you may need to ask for a receipt to be mailed, faxed or included with the item purchased.

- LOST CHARGE SLIPS / SALES RECEIPTS: In rare instances, if the cardholder does not have documentation of the transaction to send with the P-card statement, the cardholder must attach an explanation that includes items 1-4 above alone with the merchant's name and why there is no supporting documentation. Any employee that has an abundance of lost charge slips/sales receipts may have their cardholder privileges revoked.

9. Vendors.

- a. Vendors that are debarred on the System Award Management (SAM) system or listed as suspended on the Colorado Secretary of State shall not be awarded any contract until such

item is removed from their status. Contact the Finance Department to check the status of vendors before doing transactions with the vendor.

10. Timely Payment of Expense.

Allowable expenses are recognized as ordinary and necessary expenses for the operation of the County and are not to exceed that which would be incurred by a prudent person under circumstances prevailing at the time the decision was made to incur the expense. Expenditures are:

- a. Are not to exceed budget appropriation in a fiscal year in accordance with Colorado Revised Statutes (C.R.S. § 29-1-110).
- b. Actions for claims for payment to recover liquidated debt or unliquidated, determinable amount of money due shall be commenced within six (6) years pursuant to Colorado Revised Statutes (C.R.S. § 13-80-103.5)(1)). There are different statutes of limitations for different situations.

PART B. AUTHORIZATION REQUIREMENTS

At a minimum, the authorization to approve the initiation of a purchase transaction is at the Department Head level. After that, the following transactions require the approval or review of the authority indicated in the table below:

Transaction	Review	Approval
Purchases under \$7,500.00	Dept. making Purchase	Dept. making Purchase
Bids, Contracts and Agreements (<i>exception Child Care Provider Services</i>)	Dept. making purchase	Dept. making Purchase
Bids & Acquisitions \$7,500.00-\$50,000.00 not requiring federal regulation or state statute	Dept. making purchase	Dept. making Purchase
Bids & Acquisitions over \$50,000.00	County Attorney	Board of County Commissioners
Specialized Professional Services under \$50,000.00	Dept. making purchase	Board of County Commissioners
Child Care Provider Services	County Attorney	Human Services Director
Declared Emergency under \$100,000.00	Office of Emergency Management	Board of County Commissioners
Rental, Loan and Demonstration Equipment under \$50,000.00	County Attorney	Dept. making Purchase
Rental, Loan and Demonstration Equipment above \$50,000.00	County Attorney	Board of County Commissioners

Bid / RFP Routing Forms and Contract Routing Forms are required to be completed by Elected Officials and Department Heads as part of the contracting process. These forms are incorporated into this Financial Policy and are subject to updating from time-to-time.

- Bid / RFP Routing Form - Attachment A; and
- Contract Routing Form - Attachment B.

PART C: PURCHASES FOR STATE/FEDERAL AWARD PROGRAMS

Purchases for public utilities and building use shall be distributed by square footage of use when a large space is combined for multiple programs and use within a building.

Common operation costs, such as office supplies, telephone, maintenance contracts, that are not specifically used for a direct program, are to be distributed by the previous quarter's employee time tracking totals for the Department utilizing such costs.

PART D: BIDDING PROCEDURES/REQUIREMENTS

1. Statutory Guidelines.

Moffat County shall submit goods and services to bid in accordance with applicable statutes.

- a. **Competitive Sealed Bidding.** County compliance to these procedures is not mandatory, but recommended.
 - Adequate public notice shall be given prior to bid opening.
 - Bids shall be opened publicly at the time and place designated in the presence of one or more witnesses.
 - Bids shall be evaluated based on the requirements set forth in the bid. Criteria that are not set forth in the bid may not be used in the evaluation.
 - The bid shall be awarded to the low responsive, responsible bidder.
- b. **Competitive Sealed Proposals.** County compliance to these procedures is not mandatory but recommended.
 - When it is determined competitive bidding is not practicable or advantageous, competitive sealed proposals may be used for the purchasing of professional services.
 - Adequate public notice of the request shall be given.
 - Proposals shall be opened so as to avoid disclosure of confidential information to competing offerors during the process of negotiation.
 - The request for proposals shall state evaluation factors.
 - Discussions may be conducted with responsible offerors for the purpose of clarification to assure understanding of requirements. In conducting discussions, there shall be no disclosure of any information from proposals submitted by competing offerors.
- c. **Professional Services.**
 - Negotiation of contracts shall be on the basis of demonstrated competence, qualifications and reasonable fees.
 - Discussions may be conducted with any firm/person regarding qualifications, approaches, ability to furnish the required professional services, and anticipated design concepts.
 - Firm(s) shall be ranked based upon ability of personnel, past performance, willingness to meet time and budget, etc.

- A contract may be negotiated with the highest rated firm/person. If unable to negotiate a satisfactory contract, negotiations may be entered into with the next most qualified firm.
 - If unable to negotiate a satisfactory contract, negotiations may be entered into with any or all of the most qualified firms to arrive at a satisfactory contractual arrangement, if possible.
 - All bids may be rejected and proposed project may be restructured, redesigned or abandoned.
- d. **Construction Contracts for Public Projects.** All public works bids shall be awarded as required by law.

Where otherwise required by law, competitive sealed bids are not required where:

- As of a result of a competitive sealed bid, no bids were received or all bids were rejected and the Board of County Commissioners authorizes negotiation. Negotiations may be conducted with the firm determined to be most qualified based on successful past performance, references from other agencies, availability of services, etc.
- Emergency purchases or contracts are necessary because there exists a threat to public health, safety, or welfare under emergency conditions. A written determination of the basis (1) for emergency and (2) the selection of the contractor must be included in the contract file.

- e. **State Funded Public Projects.** The county is required to award contracts by competitive sealed bidding for all state funded public projects except as provided by statute.

Competitive sealed bids are not required where:

- As of a result of a competitive sealed bid, no bids were received or all bids were rejected and the Board of County Commissioners authorizes negotiation. Negotiations may be conducted with the firm determined to be most qualified based on successful past performance, references from other agencies, availability of services, etc.
- Emergency purchases or contracts are necessary because there exists a threat to public health, safety, or welfare under emergency conditions. A written determination of the basis (1) for emergency and (2) the selection of the contractor must be included in the contract file.

f. **Preference to State Products.**

It is unlawful for any county to accept any or make a purchase of any supplies from any person, company, or corporation having its factory or principal place of business outside of the State of Colorado, when the same can be procured from within this State at the same net cost.

g. **Colorado Labor Preference.**

- Public works financed in whole or in part by funds of the state, counties, school districts or municipalities require Colorado labor be employed to the extent of not less than 80% of each type or class of labor.
- All contracts let for public works, financed in whole or in part by funds of the state, counties, or school districts, or municipalities of the State of Colorado shall contain provisions for the preference in employment of Colorado labor.

h. **Colorado Resident Bidder Preference.**

- When a construction contract for a public project is awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a state or foreign county equal to the preference given or required by the state or foreign county in which the non-resident bidder is a resident.

i. **Purchasing Related to Federal Awards.**

Due to federal requirements for grant funding, the following exceptions will be made for purchasing for funding related to federal awards:

- A. **General Purchasing Standards:** The County may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.
- B. **Competition:** The County must conduct purchasing in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposal.
- C. Contracting with small and minority business, women's business enterprises, and labor surplus area firms: The County must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when necessary.
- D. Subrecipient of federal awards funded through a bid process or contract shall have a risk assessment methodology to measure the risk of each subgrantee with each subrecipient responsible for monitoring subgrantees performance and compliance in accordance within code of federal regulations within the terms of sub-award.

j. **Purchasing During a Declared Emergency / Disaster.**

At such time and within the time decided upon by the Board of County Commissioners and the Emergency Manager, purchasing and contract limits, including leasing, will be increased to under \$100,000.00 without formal bid.

k. **Purchasing Under a Case of Exigency / Emergency Situation that Demand Immediate Aid or Action.**

While emergency conditions generally are short-lived, exigent circumstances can exist for a period of weeks or months.

1. In the case of an exigency, there is a need to avoid, prevent, or alleviate serious harm or injury, financial or otherwise, to the county, and use of competitive purchasing proposals would prevent the urgent action required to address the situation. Thus, a noncompetitive purchasing may be appropriate.
- m. In the case of an emergency, a threat to life, public health or safety, or improved property requires immediate action to alleviate the threat.
- n. The exception to competitive purchasing is available only while the exigent or emergency circumstances exist. Upon awarding a noncompetitive contract, the county should immediately begin the process of competitively procuring similar goods and services in order to transition to the competitively procured contracts as soon as the exigent or emergency circumstances cease to exist.
 - All purchasing during Emergency/Disasters must follow the applicable code of Federal Regulations sections 2 CFR 200.317-326.

2. Items Not Amenable to Bid.

The Board of County Commissioners, at its discretion, may process a requisition and issue a purchase order without bid under the following conditions:

- a. Item to be purchased under current state, county or cooperative bid.
- b. Only one known source for purchase, and no comparable substitute product or service is available; specific type or brand of supply or part necessary for acceptable operation of machine or device or required by warranty or contract on the machine or device. Substantiation must accompany request.
- c. An item previously bid within the last 90 days and low bidder's price has not changed.
- d. An item that costs less than \$7,500.00 which, in the opinion of the Elected Official or Department Head, would not be cost effective to bid.
- e. As of a result of a competitive sealed bid, no bids were received or all bids were rejected and the Board of County Commissioners authorizes negotiation. Negotiations may be conducted with the firm determined to be most qualified based on successful past performance, references from other agencies, availability of services, etc.
- f. Other circumstances creating an inability to secure multiple quotations shall be documented on the individual requisition to be filed for auditing purposes.

3. Purchases under \$7,500.00.

Department should identify the need and confirm budget availability then obtain price from at least one responsible vendor; comparison pricing encouraged. Department should document price, vendor, item description, and funding source in the procurement file. Department Head approves and issues Purchase Order or P-Card transaction with required documentation. Receipt/invoice and proof of receipt are attached to the transaction record. General purchases under \$7,500.00 may be approved by the department making the purchase, with department-level review and approval.

4. Standard Acquisitions \$7,500.00 up to \$50,000.00.

Acquisitions valued between and \$7,500.00 up to \$50,000.00 which do not require special terms or conditions and are not governed by federal regulation or State Statute may be bid verbally or in writing at the Department's discretion. Standard acquisitions shall be subject to the following procedures:

- a. A minimum of three (3) qualified vendors shall be solicited, unless the acquisition is not amenable to bid as defined in the above section.
- b. Documentation shall be kept of all vendors solicited.
- c. For services under \$7,500.00 where labor is provided on County Property. Legal terms and conditions shall be printed on the back of the Purchase Order and signed by the contractor to accept these terms and conditions. Signed and accepted PO's shall be reviewed by the Department Head and copies shall be kept in the project file and the County Attorney's Office.

5. Purchase of Used Goods or Equipment.

- a. The ordering Department shall contact a reasonable number of vendors for availability and cost.
- b. Selection and Negotiation:
 - An authorized representative of the ordering Department shall inspect the equipment.
 - The ordering Department shall be responsible for all negotiations and for offers made to any vendor(s).

6. Professional Service Contracts / Requests for Proposals.

- a. The ordering Department shall be responsible for the distribution of Requests for Proposal packages.
- b. The ordering Department shall be responsible for the distribution of Requests for Proposals Packages.
- c. Proposals received from participating firms shall be evaluated by the ordering Department.
- d. The ordering Department shall retain the following information in the project file:
 - The list of firms that have been short-listed for further consideration.
 - Substantiation of the selections, including a recap of the average total points by category and constructive observations. Do not show individual names or scores. This document must be suitable for distribution to participating firms.
 - Provide a list of questions to which the selected firms shall be required to respond during the interview.
 - The ordering Department shall be responsible for scheduling interviews and / or requesting fee proposals. Interviews and resultant contractual negotiations shall be conducted by the ordering Department.
 - Following the completion of negotiations, the ordering Department shall forward the following information to the Board of County Commissioners:
 - Memo of recommendation including the background statement for inclusion in the agenda memorandum.
 - Final rating recap including interview scores and constructive observations.

7. **Formal Bid Procedures - Standard and Contractual.** Formal bids shall be obtained for all goods or services in any of the following cases: if governed by federal regulation or state statute; if the acquisition is more than \$50,000.00.

- a. **Specifications:** Preparation of technical specifications for new equipment, supplies or services is the responsibility of the originating Department.
- b. **Insurance / Sample Contract:** The originating Department shall contact the County Attorney's Office if the requirement is labor intensive, a professional service project or represents critical performance supplies/equipment.
- c. **Bid Bonds:** If determined to be in the best interests of the county, the County Attorney may require bidders to submit a guaranty deposit with their bid.

Guaranty deposits will be requested on bonded projects valued at \$50,000.00 or more.

- The amount of deposit should be sufficient to cover anticipated differential costs between the lowest and next bidder, as well as administrative costs associated with advertisement. Such deposit may not be withdrawn until the specified time after bid opening. It is the responsibility of the ordering Department to approve the return of deposits to unsuccessful bidders.

- d. **Distribution:** In accordance with applicable federal regulations or state statutes, the ordering Department shall determine the method of distributing bid packages (advertisement, telephone solicitation, or otherwise) and the number of days in which the bid shall be open.
 - The ordering Department shall distribute the bid package to interested parties, collect any bid document fees, place advertisements, and perform any other necessary tasks.
- e. **Pre-Bid Conferences:** The ordering Department shall schedule and conduct pre-bid conferences as required.
 - A competitive environment will be maintained throughout the entire bid process.
 - Any necessary clarifications or agreed upon changes must be forwarded to all participating vendors. Vendor requests for changes in the specifications that would result in compromising the intended use and quality of the equipment will be denied.
- f. **Bid Package Modifications:** Only the ordering Department may make any changes or modifications to the terms, conditions or specifications of the bid package prior to bid openings. Any changes or modifications shall be in writing and sent to all known prospective bidders by the ordering Department.
- g. **Submission of Bids / Proposals:** All proposals shall be submitted to the ordering Department.

- h. **Public Openings:** The ordering Department shall open and read bids at a public meeting at the time and place specified in the bid documents. Late bids will not be considered under any circumstances.
- i. **Bid Review:** The ordering Department shall review all bids.
- j. **Bid Award Recommendation:** The originating Department shall forward the following information in writing to the Board of County Commissioners:
 - Vendor / Contractor recommendation.
 - If the originating Department recommends a vendor or contractor who is not the low bidder, such recommendation shall be accompanied by written justification.
 - Background information defining the need for the requirement. This information will be incorporated into the Agenda Memorandum by the Agenda Coordinator.
 - If the bid amount reflects a substantial difference as compared to the estimated/budgeted amount, the originating Department shall include an explanation of the difference with their award recommendation.
- k. **Confidentiality:** Proposals submitted in response to this RFP will be treated as confidential by the County and will not be disclosed to any party outside the evaluation and selection process, except as required by law, including but not limited to applicable open records or freedom of information statutes. Vendors acknowledge that the County may be legally obligated to disclose certain proposal materials upon a proper public records request. The County will use reasonable efforts to notify the vendor of such a request to allow the vendor to assert any applicable exemptions, provided that the County shall make the final determination regarding disclosure as required by law. Vendors are responsible for clearly marking proprietary or trade secret information in their proposals; blanket or indiscriminate confidentiality designations are not binding on the County.
- l. **Clarifications and Amendments:** The County may request, in writing, clarifications, corrections, or additional information from any vendor at any time during the evaluation process. Vendors must respond completely and promptly, and in no event later than [3] business days from receipt of the County's request, unless otherwise specified by the County. The County may issue written addenda to this RFP at any time prior to the submission deadline. Vendors are responsible for monitoring the procurement website or other designated platform and for acknowledging all addenda in their proposals as required by the RFP. No oral statements by County personnel shall be binding; only written clarifications or addenda issued by the County shall modify the RFP.

8. Negotiation.

Only the ordering Department shall negotiate price and other terms and conditions for materials and services required by the county, unless otherwise provided for herein.

The end result of such negotiation shall not represent a significant deviation from the specifications bid.

Negotiations must be conducted in such a manner as to assure that no bidder is given an unfair advantage over his competitors.

PART E: APPROVAL / AWARD PROCESS

1. General.

- a. Only bids from responsible bidders will be considered. A responsible bidder is one who has submitted a bid that conforms to all material respects to the bid specifications.
- b. Material deviations may not be waived in order to make an award. Material deviations are those that go to the substance of the bid that affect the price, quality, or delivery of the materials or services offered and are prejudicial to the rights of other bidders.
- c. Immaterial or minor deviations may be clarified with the bidder or bidders.

Examples:

- Failure to submit requested brochures or samples with the bid providing the name or manufacturer and/or model number has been included in the bid.
- Failure to extend unit prices or where there is an error in extension of price.
 - The waiving of any irregularities, however minor, must be done in such a manner as to assure that no bidder is given an unfair advantage over his competitors.
- d. The award will be made to the lowest responsible bidder whose bid meets the intent and criteria set forth in the bid documents.
- e. The County reserves the right to cancel, amend, or reissue the RFP at any time prior to the execution of a contract. No liability shall accrue to the County for such cancellation, and the County shall not be responsible for any costs incurred by vendors in preparing or submitting proposals.
- f. An award of the RFP does not constitute a binding contract. No contract shall be deemed to exist until a written agreement is executed by the Board of County Commissioners and the selected vendor. Vendors are advised that performance should not commence until the contract is fully signed and all required documents, such as insurance and bonds, are received.

2. Rental, Loan, and Demonstration Equipment.

a. Required Signature:

- Board of County Commissioners

b. Contract Execution:

- An elected official or Department head may execute an agreement for rental, loan or demonstration equipment only if in compliance with the rules set forth below and if the terms and conditions of the agreement are acceptable to the county. This authorization is not delegable.

- Review prior to execution of printed vendor form contracts shall be the responsibility of the County Attorney's Office.
- If the rental cost, or any cost associated with the loaned or demonstration equipment is valued at \$50,000.00 or more, approval procedures outlined in the following section must be followed.

c. In accordance with the fixed asset policy, departments shall notify Human Resources Director of any rental, loan or demonstration equipment for the purpose of assuring that such equipment is appropriately insured by the county and/or by the owner thereof.

3. Major Purchases and Formal Bids (over \$50,000.00).

- a. **Required Signatures:**
 - Elected Official or Department Head
 - Budget Analyst
 - County Commissioner
 - Special Approval Requirements: All Computer equipment and software purchases shall be routed to the Information Services Director for review and approval prior to routing.
- b. Upon the Board of County Commissioners approval of the acquisition, the ordering Department shall enter a requisition into the accounting system for the successful vendor. Notice to proceed with any work shall be conditional upon the receipt and approval of insurance certificates and bonds, where necessary.

4. Sole Source.

Upon the procurement process, a “sole source” or “single source” contract may be entered when a competitive bid process is not feasible. Examples of acceptable exceptions from the competitive process may include:

- The item/service is available only from one source
- Public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
- Competition is determined inadequate after solicitation of a number of resources.

When federal or state funding is utilized for the purchase, federal regulations and state statutes are used for guidelines regarding Sole Source procurement.

5. Contract Execution.

The following is general information on the contract execution process:

- a. The originating Department shall forward the recommended contractor's proposal to the County Attorney's Office for contract preparation or review.
- b. The County Attorney's Office will return the contract to the originating Department with recommendations or changes.

- c. Once all contract changes have been made the originating Department needs to schedule a time during a Board of County Commissioners public meeting to have the contract executed by the Board of County Commissioners.
- d. The originating Department will forward the executed contract to the contracting party with a request that certificates of insurance and bonds be forwarded to the county's authorized representative.
- e. The county's authorized representative (where applicable) shall issue notice to the contractor to proceed with the work.
- f. Contract execution procedures may be changed only as approved by the Board of County Commissioners together with the County Attorney.

6. Contract Change Orders.

- a. All contractual change orders are subject to the Authorization Requirements set forth in Part B on Page 4, an Elected Official or a Department head may authorize contract changes up to 10% of the total contract price, whichever is lesser.
- b. All contractual change orders which are greater than the lesser of 10% of the total contract price shall be presented to the Board of County Commissioners for review and decision.

PART F: DISPOSAL OF COUNTY PERSONAL PROPERTY

Disposal of County Personal Property shall be in compliance with the County's Fixed Asset Policy. When equipment was acquired through a federal award is no longer needed for the original project, the code of federal regulations thresholds shall be reviewed before disposal is made.

This policy is binding upon all Moffat County Departments and employees.

PART G: REVISION HISTORY

Date	Description of Change	Adopted by Resolution?	Resolution #
10/11/1983	Re: Procedures for Bidding	Yes	n/a
10/27/1999	Re: Bidding Procedures for Goods and Services *(Resolution Number typed as 1999-42, but handwritten Resolution Number is 1999-48)	Yes	1999-48
08/31/2004	Purchasing Policy and Procedures Approved	Yes	2004-83
12/07/2004	Revised Purchasing Policy and Procedures	Yes	2004-140
09/20/2005	Property and Liability Insurance Bid Procedures - Revised Amending 1983 Resolution	Yes	2005-85
06/03/2008	Revised Purchasing Policy and Procedures	Yes	2008-62
05/21/2013	Amendment to Resolution 1999-48 (42)	Yes	2013-49
02/11/2014	Clarify Contract Work	Yes	2014-28
01/30/2018	Procedures for Professional Services	Yes	2018-15
12/21/2018	Procurement Related to Federal Awards	Yes	2018-141
11/26/2019	Human Services to Sign Child Care Provider Service Contracts	Yes	2019-119
04/14/2020	Purchasing During a Declared Emergency / Disaster	Yes	2020-44
09/1/2021	Adopting County Purchasing Policies and rescinding previous resolutions regarding Purchasing Policy and Procedures	Yes	2021-102

To the extent any other Moffat County Resolutions setting forth Moffat County policies and/or procedures, including bid procedures and processes, conflict with Resolution 2026 - 23, said Resolutions are hereby amended to comport with the policies in said Resolution.

The signatures of the follow Elected Officials and Moffat County Board's signify their adoption and approval of this policy, which is binding upon the Elected Officials and the employees of their offices.

Melody Villard, Chair
Moffat County Board of County Commissioners

Larona McPherson, Assessor

Stacy Morgan, Clerk & Recorder

Robert Razzano, Treasurer

Jesse Arthurs, Coroner

Chip McIntyre, Sheriff

Bill Baker, Surveyor

President, Moffat County Library Board

President, Moffat County Housing Authority Board

Chair, Moffat County Tourism Board

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