

**AGREEMENT TO PROVIDE THE PURCHASE OF ONE AUTOMATED RADIAL
STACKER WITH PORTABLE TRANSFER CONVEYOR**

between

LARAMIE COUNTY, WYOMING AND POWER MOTIVE CORPORATION.

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 ("COUNTY") and Power Motive Corporation located at 7854 Hutchins Drive, Cheyenne, WY 82007 ("CONTRACTOR").

I. PURPOSE

The CONTRACTOR is to provide the purchase of a 2022 Astec/KPI Series 33 Transfer Conveyor and a 2024 KPI series 11 Stacker, as requested in the RFB issued by the Laramie County Public Works Department.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in force until the project is completed by CONTRACTOR and accepted by COUNTY as set forth in the Agreement.

III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY as detailed in the RFB attached hereto as Exhibit A, which is fully incorporated herein. The total payment to CONTRACTOR under this Agreement shall not exceed \$382,950.00 (bid amount plus belt scale), unless negotiated by both parties in writing. Payment will be made to CONTRACTOR for materials upon invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). This project is being paid for with Federal ARPA Funds (ALN #21.027).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide one 2022 Astec/KPI Series 33 36" x 150' Super Stacker with approximately 250 hours of use and one new 2024 KPI Series 11 36" x 40' Portable Stacking Conveyor, as specified in the bid attached hereto as Exhibit B. CONTRACTOR to also provide a belt scale for transfer conveyor as detailed in Exhibit C.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the purchase and delivery, CONTRACTOR will work with COUNTY as needed in accordance with such individuals or carriers as deemed appropriate by COUNTY.
- C. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are

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

V. GENERAL PROVISIONS

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

B. Entire Agreement: This Agreement (5 pages), and the attached Amended RFB (15 pages) referenced as Exhibit A, the attached Proposal (25 pages) referenced as Exhibit B, and the attached Belt Scale Quote (2 pages) referenced as Exhibit C represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**AGREEMENT TO PROVIDE THE PURCHASE OF ONE AUTOMATED RADIAL
STACKER WITH PORTABLE TRANSFER CONVEYOR**

between

LARAMIE COUNTY, WYOMING AND POWER MOTIVE CORPORATION.

By: _____ Date _____
Chairman Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: POWER MOTIVE CORPORATION

By: Eric Smallwood Date 1-5-2024
Name: Eric Smallwood
Title: Aggregate Sales Manager

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: W. Uleese Date 1-8-24
Laramie County Attorney's Office

ADDENDUM Posted 9/19/23



REQUEST FOR BIDS

**Laramie County Public Works
One (1) new Automated Radial Stacker
with Portable Transfer Conveyor**

Closing Date: September 28, 2023

Purpose of Request for Bids (RFB)

This project is being funded with Federal ARPA funds (ALN # 21.027) and selected vendor will be required to be registered in sam.gov.

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Purpose & Overview

Laramie County Public Works is soliciting competitive, sealed bids from qualified vendors to provide one (1) new Class 8 Tandem Axle End Dump Tractor with Sander and Snow Plow.

Scope of Services

Specifications for Bid

The winning bidder must be registered with sam.gov

Estimated date of delivery: _____

General

- To include support from the successful bidder for the set up and startup of equipment
 - Meets specifications: Yes No
- 140-foot (minimum) (including telescoping stinger)
 - Meets specifications: Yes No
- 36-inch belt (with belt scrapers)
 - Meets specifications: Yes No
- Belt speed (350 FPM Main, 400 FPM stinger)
 - Meets specifications: Yes No
- Capacity (up to 500 TPH based on 100# per cu ft of material at 18 degrees)
 - Meets specifications: Yes No
- Road portable package
 - Meets specifications: Yes No
- Hydraulic raise and lower
 - Meets specifications: Yes No
- Travel axle (4-wheel powered travel)
 - Meets specifications: Yes No
- Landing legs (hydraulic)
 - Meets specifications: Yes No
- Pivot stand
 - Meets specifications: Yes No
- Screw type take-ups
 - Meets specifications: Yes No
- 6-foot hopper
 - Meets specifications: Yes No

- **Automation package**
 - Meets specifications: Yes No
- **Voltage (480v 3phase/60hz)**
 - Meets specifications: Yes No
- **Main/Stinger tail pulleys (HD 14-inch self-cleaning)**
 - Meets specifications: Yes No
- **Main/Stinger head pulley (16-inch drum)**
 - Meets specifications: Yes No
- **3 ply belting**
 - Meets specifications: Yes No
- **Mechanical clips**
 - Meets specifications: Yes No
- **Transition/Troughing/Return idlers (5-inch)**
 - Meets specifications: Yes No
- **Travel safety switch**
 - Meets specifications: Yes No
- **Wireless remote control**
 - Meets specifications: Yes No
- **Lead cord (100 FT minimum), control panels, breaker panels, switch gear (full instillation and set up)**
 - Meets specifications: Yes No
- **Material sensor**
 - Meets specifications: Yes No
- **Hydraulic oil tank heater**
 - Meets specifications: Yes No
- **Central grease system**
 - Meets specifications: Yes No
- **Base plate (1-1/4 thick)**
 - Meets specifications: Yes No
- **Tail pulley/Belt guards**
 - Meets specifications: Yes No

- Scrapers on all belts
 - Meets specifications: Yes No

Portable Transfer Conveyor

General

- 30 foot in length (min)
 - Meets specifications: Yes No
- 36-inch belt
 - Meets specifications: Yes No
- Lead cord (100 FT minimum), switch gear (full installation and set up)
 - Meets specifications: Yes No
- Electric belt drive
 - Meets specifications: Yes No
- Pit/Road portable
 - Meets specifications: Yes No
- Central grease system
 - Meets specifications: Yes No
- Pulley/Belt guards
 - Meets specifications: Yes No
- Feed hopper
 - Meets specifications: Yes No

Safety & Other

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

TRAINING AND DIAGNOSTICS:

With delivery of the Automated Radial Stacker with Portable Transfer Conveyor, a qualified representative shall instruct County Operators and Mechanics in the proper operation, servicing, lubrication, adjustments, and preventative maintenance of the equipment.

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

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

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

Additional Notes:

- A. The respondent shall provide the following information for each proposed system:
 - 1. A complete bid including all related costs for providing the equipment, supplies and installation as outlined above.
 - 2. Delivery of all equipment, supplies, and installation.
 - 3. Enter into a written contract for work with Laramie County.
 - 4. Contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances.

- B. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.

- C. All work provided by the respondent shall be in conformance with local, state, and Federal rules and regulations.

- D. All equipment shall be responsive to the needs of the County, shall be performed in accordance with County programs, policies, and procedures, and shall utilize appropriate methods and techniques.

- E. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed there under shall be the property of the County at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County,

whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

General Terms & Conditions

3.1 RFB Closing Date

Bids must be received by the Laramie County Public Works Department (LCPW) at 13797 Prairie Center Circle, Cheyenne, Wyoming 82009 no later than **2:00 PM, MST, on September 28, 2023**. Bids received after this time will not be considered. Please note for bid delivery purposes, the hours of operation for LCPW are Monday through Thursday, 6:00 AM to 4:30 PM, MST.

3.2 Delivery of Bids

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

3.3 Pre-bid Information

We will have an optional pre bid meeting on **Thursday September 14, 2023 at 10:00 am**. The pre bid meeting will be held at the Laramie County Public Works Office, located at 13797 Prairie Center Circle, Cheyenne, WY 82009. Each respondent shall contact John Poelma, Public Works Assistant Director at 307-633-4690 or john.poelma@laramiecountywy.gov to discuss the bid with the County, if needed.

3.4 Public RFB Opening

Only the names of the vendors submitting bids will be read aloud at the RFB opening. The bids will be available for inspection during normal business hours in the Laramie County Public Works Department within three (3) working days of the closing date, by appointment. Bid opening will occur on **September 28, 2023, at 2:15 PM** at the Laramie County Public Works office. A complete tabulation of bids will be available after it is completed.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFB openings or meetings should contact the Public Works Department in Cheyenne at (307) 633-4690 at least five (5) days prior to the date.

3.5 Bid Form

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

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

3.6 Questions Concerning RFB

Questions concerning any portion of this RFB should be directed in writing to John Poelma, Public Works Department, named below, who shall be the official point of contact for this RFB. Mark cover page or envelope(s) "**Automated Radial Stacker with Portable Transfer Conveyor.**"

Submit questions to:

John Poelma
Assistant Director
Public Works
(307) 633-4690

lars.luhrsen@laramiecountywy.gov

3.7 Clarification and Addenda

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

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

3.8 Award

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

3.9 Contract

The contents of this RFB and all provisions of the successful bid deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issued.

The County Commissioners are the sole Contracting Officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Public Works Department at (307) 633-4690.

3.10 Disclosure of RFB Content

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

3.11 Respondent's Responsibility

A respondent, by submitting a bid represents that:

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

3.12 Payment Terms

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

3.13 Minor Irregularities

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

3.14 Deviations

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

3.15 Selection Criteria

Each bid shall be evaluated using the following criteria:

1. Proper submittal of ALL documentation as required by this bid
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFB
4. Quality and compatibility of the work proposed
5. Ability to accomplish project in a timely manner
6. The benefits to Laramie County as it pertains to:
 - a. Related experience in the areas covered in the RFB
 - b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
 - c. Experience, ability, and overall quality of past and current projects

3.16 Termination / Cancellation of Contract

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

3.17 Incurred Expenses

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

3.18 Presentations by Respondents

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

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

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

3.19 Minimum Specifications

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

3.20 Respondent's Personnel

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

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

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

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

3.21 Bid Acceptance/Rejection

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

Submittal Requirements

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

Tab 1 – Respondent’s Profile

A brief profile of the firm, including the firm’s overall qualifications to provide services necessary to fulfill all requirements outlined in the project Scope of Work.

Tab 2 - Completed Bid Form (use attached form)

Tab 3 – References

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

Tab 4 – Other Information

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

Disclosures

The laws of Wyoming require that the contents of all bids shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the bid. The entire bid cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.

If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

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

Following the award of the contract, responses to this bid are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other

proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a bid are confidential then the respondent must so specify. The respondent must mark in bold red letters the term “**CONFIDENTIAL**” on that part of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. All parts of bids, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful bid may be considered public information even though parts are marked confidential.

Bids must be signed by a person authorized to commit the respondent to provide the services requested in this RFB. Submission of a signed bid will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets which make up this RFB.

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

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this bid. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this RFB. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for contract termination. Laramie County will decide if an actual or perceived conflict should result in bid disqualification. By submitting a response to this RFB, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

Governmental Immunity

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

Indemnification

To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County, its appointed officials, elected officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County pursuant to any agreement with Laramie County.

Termination

The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFB or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

Force Majeure

Neither the respondent nor Laramie County shall be liable to perform under this RFB or subsequent agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

BID FORM (Attachment)

TO: John Poelma
13797 Prairie Center Circle
Cheyenne, WY 82009
(307) 633-4302

The undersigned hereby declares that [firm name] _____

_____ have carefully examined the specifications to furnish: **One (1) new Automated Radial Stacker with Portable Transfer Conveyor** for which bids were advertised to be received **no later than 2:00 PM, MST, September 28, 2023** and further declare that [firm name]

_____ will furnish the said work according to specifications.

Proposed Cost Total Estimated Cost for Project: \$ _____

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

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

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

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

Company _____

By _____ (Print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

Telephone _____ Fax _____

E-Mail Address: _____

DUNS# _____

Indemnification

To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County, its appointed officials, elected officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County pursuant to any agreement with Laramie County.

Termination

The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFB or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

Force Majeure

Neither the respondent nor Laramie County shall be liable to perform under this RFB or subsequent agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

COPY

6.0 BID FORM (Attachment)

TO: John Poelma
13797 Prairie Center Circle
Cheyenne, WY 82009
(307) 633-4302

The undersigned hereby declares that [firm name] Power Motive Corporation

have carefully examined the specifications to furnish: **One (1) new Automated Radial Stacker with Portable Transfer Conveyor** for which bids were advertised to be received no later than

2:00 PM, MST, September 28, 2023 and further declare that [firm name]

Power Motive Corporation will furnish the said work according to specifications.

Proposed Cost Total Estimated Cost for Project: \$ 371,550.00

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

Have you supplied the Submittal Requirements outlined above? YES NO

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

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

Company POWER MOTIVE CORPORATION

By Joe DOMENICO (Print name)

Signature Joseph B. Domenico

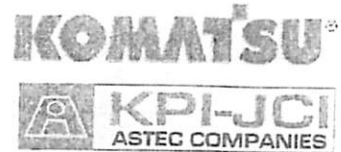
Address 7854 Hutchins Drive

City Cheyenne State WY ZIP 82007

Telephone 307-634-5149 Fax 307-638-8058

E-Mail Address: jdomenico@powermotivecorp.com

DUNS# 032013492



5000 Vasquez Blvd., Denver, CO 80216 Phone: 303-355-5900 Fax: 303-388-9328
2340 I-70 Frontage Rd., Grand Junction, CO 81505 Phone: 970-241-1550 Fax: 970-241-0166
2259 Commercial Blvd., Colorado Springs, CO 80906 Phone: 719-576-5541 Fax: 719-576-5602
2600 Center Drive Milliken, CO 80543 Phone: 970-587-1188 Fax: 970-587-1190

September 27, 2023

Laramie County Public Works
13797 Prairie Center Circle
Cheyenne, WY 82009

Subject: Automated Stacker with Portable Transfer Conveyor

Mr. John Poelma,

Power Motive Corporation is pleased to quote you on your equipment needs.

Item #1

One (1) 2022 Astec / KPI SERIES 33 36" X 150' SUPER STACKER (S/N: 420164) with approximately 250 hrs of use.

MAIN CONVEYOR EQUIPPED AS FOLLOWS:

- 1) FRAME - 80' long c/c with 70" deep frame
 - a. UNDERCARRIAGE - Heavy duty v-type with twin cylinder raise and cylinder covers; 10 HP electric / hydraulic power pack to operate lift cylinders, power travel drives and extendable conveyor travel; Axle - gullwing axle assembly. Includes: walking beam travel axle with eight (8) 11-22.5 tires, four (4) 385/65D-19.5 radial travel tires, less cylinders. A stiff arm shall be provided in place of the fold down cylinders. King pin, air brakes, travel, brake and directional lights, mudflaps, hydraulic planetary power travel drives for two wheel drive, cam arm-style rear undercarriage to maintain constant wheel radius when raising and lowering conveyor; A center heavy duty tow eye is included for positioning within the pit
- 2) DRIVE ASSEMBLY - Head end, v-belt drive for 425 FPM belt speed
 - a. Capacity - 850 TPH of 100 pcf material
 - b. Motor - 30 HP electric, 1800 RPM, TEFC 3/60/460, with starters & wiring
 - c. Reducer - Class I, Dodge TA5215 shaft mount
 - d. Backstop - Internal type in reducer
- 3) PULLEYS
 - a. Head Pulley - 16" grooved rubber lagged, Dodge bearings
 - b. Tail Pulley - 14" steel wing, Dodge bearings
- 4) TAKE-UP - screw type
- 5) IDLERS - CEMA "B" 5" diameter, steel roll, sealed for life ball bearings
 - a. Load Area Idlers - 20 degree close spaced under receiving trough
 - b. Troughing Idlers - 35 degree on 4' spacing
 - c. Return Idlers - flat rolls on 8' spacing
- 6) RADIAL RECEIVING HOPPER - (Rock box style) 6' long with adjustable rubber flashing
- 7) ANCHOR PIVOT - Anchor pivot for radial travel
- 8) BELT - Grade 2, 2 ply, 220 PIW, 3/16" x 1/16" mechanical fasteners

EXTENDABLE CONVEYOR EQUIPPED AS FOLLOWS:

- 9) FRAME - 74' long with 54" deep truss with head section
 - a. EXTENDABLE CONVEYOR - extendable conveyor moves in and out with a cable and hydraulic winch system (winch located in main frame conveyor) to extend the conveyor to 150 feet
- 10) DRIVE ASSEMBLY - Head end, v-belt drive for 630 FPM belt speed
 - a. Capacity - 850 TPH of 100 pcf material

- b. Motor - 30 HP electric, 1800 RPM, TEFC 3/60/460, with starters & wiring
 - c. Reducer - Class 1, Dodge TA4207 shaft mount
 - d. Backstop - Internal type in reducer
- 11) PULLEYS
- a. Head Pulley - 16" grooved rubber lagged, Dodge bearings
 - b. Tail Pulley - 14" steel wing, Dodge bearings
- 12) TAKE-UP - screw type
- 13) IDLERS - CEMA "B" 5" diameter, steel roll, sealed for life ball bearings
- a. Troughing Idlers - 35 degree on 4' spacing
 - b. Return Idlers - flat rolls on 8' spacing
- 14) BELT - Grade 2, 2 ply, 220 PIW, 3/16" x 1/16" mechanical fasteners
- 15) ELECTRICAL - NEMA 4 enclosure with main disconnect mounted on the rear undercarriage member; all starters and wiring to motors; start/stop pushbuttons for main conveyor motor, extendable conveyor motor, hydraulic power pack motor; Cord holders and supports for power cable;
- 16) LESS power cable - 460 volt, 3 phase, 60 hertz power required
- 17) MANUAL CONTROL SYSTEM -the following hydraulic functions are manually controlled by switches on the electrical panel: power radial travel; conveyor raise and lower; extend and retract the telescoping conveyor section
- 18) PAINT - Two part urethane primer, two part urethane topcoat - Factory standard color(s).

INCLUDED OPTIONS (Replaces Standard Features):

- 1) Impact Idlers (3)
- 2) Rubber Disc Return Idlers
- 3) CEMA C Idlers vs. CEMA B
- 4) Belting Grade 2, 3 ply, 330 PIW, 3/16" x 1/16" covers vs. standard
- 5) Belt Cleaners (2) - Martin with tensioner
- 6) Manual Landing Jacks (pin lock design)
- 7) Additional Hydraulic Planetary Power Travel Drives for 4WD
- 8) Wizard Touch Automated Control System - Includes touch screen PLC operation allows for either factory pre-set or operator in-put parameters to control the power travel, conveyor raise and lower and telescoping of the extendable conveyor; radial travel limit switches and rotation sensor are included
- 9) Remote Control - Wireless; controls conveyor raise and lower, radial travel and extend/retract; will operate 1000' from the conveyor; controls operate local or remote
- 10) Material Flow Sensor-causes power travel to stop when material is not detected on belt (recommended with the automation pkg.)
- 11) Hydraulic Fold-down Cylinders & plumbing for the radial travel tires on the gullwing axle
- 12) Self-training Idlers - one troughing on the main and one return on the stinger
- 13) Hydraulic Tank Heater
- 14) Panel Heater
- 15) Cord Wraps
- 16) 125' Power Supply Cable

WARRANTY: Standard Factory Warranty 1 Year or 2,000 hrs, Warranty Sunset expires 11-20-24 or 2,000 hrs.

Item #2

One (1) New 2024 KPI SERIES 11 36" X 40' PORTABLE STACKING CONVEYOR (S/N: Factory)

- 1) FRAME – 24" deep lattice
- 2) UNDERCARRIAGE – Manual telescoping pin lock;
 - a. Axle – single axle with single 11:00 – 22.5 tires on swivel wheel boxes
- 3) DRIVE ASSEMBLY – Head end, v-belt drive for 350 FPM belt speed
 - a. Capacity – 750 TPH of 100 pcf material
 - b. Motor – 15 HP electric, 1800 RPM, TEFC 3/60/460, LESS starters & wiring
 - c. Reducer – Class I, Dodge TA3203 shaft mount
 - d. Backstop – Internal type in reducer
 - e. Head Pulley – 16" grooved rubber lagged, Dodge bearings
 - f. Tail Pulley – 14" steel wing, Dodge bearings
- 4) TAKE-UP – 12" travel screw type
- 5) IDLERS - CEMA "B" 5" diameter, steel roll, sealed for life ball bearings;
 - a. Load Area Idlers – 20 degree close spaced under receiving trough;
 - b. Troughing Idlers – 35 degree on 4' spacing;
 - c. Return Idlers – flat rolls on 10' spacing
- 6) RECEIVING TROUGH – 5'6" with adjustable rubber flashing
- 7) BELT – Grade 2, 2 ply, 220 PIW, 1/8" x 1/16" mechanical fasteners
- 8) PAINT – Two part urethane primer, two part urethane topcoat – Factory standard color(s).

INCLUDED OPTIONS (Replaces Standard Features):

- 1) Radial Hopper
- 2) RECOMMENDED FOR HIGHWAY PORTABILITY -
 - a. King Pin – bolt on design
 - b. Dual Tires
 - c. Travel Lights – brake and directional, includes mudflaps
 - d. Air Brakes
- 3) 125' Power Supply Cable
- 4) Electrical Switch Gear Mounted to Side of Conveyor.

WARRANTY: Standard Factory Warranty 1 Year or 2,000 hrs

Sell Price for both 33-36150 S/N: 420164 and 11-3640 S/N: Factory:..... \$371,550.00

DELIVERY: 33-36150 - 1-2 weeks upon receipt of order: subject to availability or prior sale
11-3640 – April 2024, subject to availability or prior sale

Guarding – We do not warrant that Manufacturers' Guarding will meet all Local Codes. It is the responsibility of the End User to have guarding checked by a Local Inspector, prior to startup of equipment operations, corrective actions and associated expense are the responsibility of the end user.

All prices are subject to applicable taxes.

FOB: Your Jobsite, Near Hillsdale, WY
TERMS: Net Due in Ten (10) Days: Subject to Credit Approval
VALIDITY: This quotation is valid for thirty (30) days; subject to prior sale

Power Motive Corporation operates a full-service facility in Laramie County located in Cheyenne, Wyoming. The above quoted 33-36150 unit is currently located at our Cheyenne facility for anyone welcome to inspect it. All Astec / KPI product are made and manufactured in America.

Please, do not hesitate to call if you have questions or concerns.

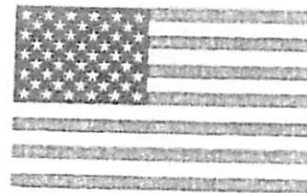
We at PMC appreciate your patronage and look forward to earning your business, as well as to your continued success.

Sincerely,

Joe B. Domenico



Joe Domenico
Territory Manager
Mobile | 307-752-0273
jdomenico@powermotivecorp.com
7584 Hutchins Drive
Cheyenne, WY 82007



MADE IN USA

ADDENDUM Posted 9/19/23



REQUEST FOR BIDS

**Laramie County Public Works
One (1) new Automated Radial Stacker
with Portable Transfer Conveyor**

Closing Date: September 28, 2023

Purpose of Request for Bids (RFB)

Laramie County is soliciting competitive bids for qualified vendors who can provide one (1) new Class 8, Tandem Axle End Dump Tractor with Sander and Snow Plow for Laramie County Public Works. This project is being funded with Federal ARPA funds (ALN # 21.027) and selected vendor will be required to be registered in sam.gov.

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Yellow Highlights & Blue Notes Entered by PMC

Purpose & Overview

Laramie County Public Works is soliciting competitive, sealed bids from qualified vendors to provide one (1) new Class 8 Tandem Axle End Dump Tractor with Sander and Snow Plow.

Scope of Services

Specifications for Bid

The winning bidder must be registered with sam.gov

Estimated date of delivery: April 2024; subject to prior sale

General

- To include support from the successful bidder for the set up and startup of equipment
 - Meets specifications: **Yes** No
 - **PMC will provide on-site field service for 8 hrs. of Operation and Maintenance Training.**
- 140-foot (minimum) (including telescoping stinger)
 - Meets specifications: **Yes** No
 - **33-36150 is 147' long fully extended.**
- 36-inch belt (with belt scrapers)
 - Meets specifications: **Yes** No
 - **Conveyor equipped with two belt scrapers one on the Main and one on the Stinger.**
- Belt speed (350 FPM Main, 400 FPM stinger)
 - Meets specifications: **Yes** No
 - **Main = 425 FPM, Stinger = 630 FPM**
- Capacity (up to 500 TPH based on 100# per cu ft of material at 18 degrees)
 - Meets specifications: **Yes** No
 - **Conveyor is rated at 850 TPH**
- Road portable package
 - Meets specifications: **Yes** No
 - **Road Portable Equipment Included: Walking Beam Travel Axle with 8 11-22.5 Tires, King Pin, Air Brakes, Travel Lights (Brake and Directional), Mudflaps and Manual Landing Jacks (Pin Lock Desing)**

- Hydraulic raise and lower
 - Meets specifications: Yes No
 - Hydraulic Power Package Included, Manual or Automatic Lifting Controls
- Travel axle (4-wheel powered travel)
 - Meets specifications: Yes No
 - Power Travel equipped with four wheel hydraulic planetary drive.
- Landing legs (hydraulic)
 - Meets specifications: Yes No
 - Hydraulic Gull Wing Axles for lifting / supporting the conveyor
- Pivot stand
 - Meets specifications: Yes No
 - Anchor Pivot Plate for radial travel
- Screw type take-ups
 - Meets specifications: Yes No
 - Screw take up on both main and stinger.
- 6-foot hopper
 - Meets specifications: Yes No
 - 6' Receive Hopper (Rock Box Style)
- Automation package
 - Meets specifications: Yes No
 - Wizard Touch Automation Package Included - Includes touch screen PLC operation allows for either factory pre-set or operator in-put parameters to control the power travel, conveyor raise and lower and telescoping of the extendable conveyor; radial travel limit switches and rotation sensor are included
- Voltage (480v 3phase/60hz)
 - Meets specifications: Yes No
- Main/Stinger tail pulleys (HD 14-inch self-cleaning)
 - Meets specifications: Yes No
- Main/Stinger head pulley (16-inch drum)
 - Meets specifications: Yes No
- 3 ply belting
 - Meets specifications: Yes No
- Mechanical clips
 - Meets specifications: Yes No
- Transition/Troughing/Return idlers (5-inch)

- Meets specifications: **Yes** No
 - Upgraded to CEMA “C” Troughing & Return Idlers
- Travel safety switch
 - Meets specifications: **Yes** No
 - Safety Switch incorporated into Pivot Plate – Operator selects / programs Limits.
- Wireless remote control
 - Meets specifications: **Yes** No
 - Remote Control - Wireless; controls conveyor raise and lower, radial travel and extend/retract; will operate 1000' from the conveyor; controls operate local or remote
- Lead cord (100 FT minimum), control panels, breaker panels, switch gear (full installation and set up)
 - Meets specifications: **Yes** No
 - Includes 125' of Power Supply Cable
- Material sensor
 - Meets specifications: **Yes** No
- Hydraulic oil tank heater
 - Meets specifications: **Yes** No
- Central grease system
 - Meets specifications: Yes **No**
- Base plate (1-1/4 thick)
 - Meets specifications: **Yes** No
 - Fabricated Base Plate Design = 3-5/8" Thickness, Total Height = 17"
- Tail pulley/Belt guards
 - Meets specifications: **Yes** No
- Scrapers on all belts
 - Meets specifications: **Yes** No

Portable Transfer Conveyor

General

- 30 foot in length (min)
 - Meets specifications: **Yes** No
 - Yes, 40' in length.
- 36-inch belt
 - Meets specifications: **Yes** No

- Lead cord (100 FT minimum), switch gear (full instillation and set up)
 - Meets specifications: Yes No
- Electric belt drive
 - Meets specifications: Yes No
 - 15 HP Electric Drive
- Pit/Road portable
 - Meets specifications: Yes No
 - Road Portable includes, Kingpin, Dual Tires, Travel Lights (Brake & Directional), Mudflaps, and Air Brakes
- Central grease system
 - Meets specifications: Yes No
- Pulley/Belt guards
 - Meets specifications: Yes No
- Feed hopper
 - Meets specifications: Yes No

Safety & Other

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

TRAINING AND DIAGNOSTICS:

With delivery of the Automated Radial Stacker with Portable Transfer Conveyor, a qualified representative shall instruct County Operators and Mechanics in the proper operation, servicing, lubrication, adjustments, and preventative maintenance of the equipment.

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

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

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

Additional Notes:

- A. The respondent shall provide the following information for each proposed system:
 - 1. A complete bid including all related costs for providing the equipment, supplies and installation as outlined above.
 - 2. Delivery of all equipment, supplies, and installation.
 - 3. Enter into a written contract for work with Laramie County.
 - 4. Contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances.

- B. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.

- C. All work provided by the respondent shall be in conformance with local, state, and Federal rules and regulations.

- D. All equipment shall be responsive to the needs of the County, shall be performed in accordance with County programs, policies, and procedures, and shall utilize appropriate methods and techniques.

- E. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed there under shall be the property of the County at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

General Terms & Conditions

3.1 RFB Closing Date

Bids must be received by the Laramie County Public Works Department (LCPW) at 13797 Prairie Center Circle, Cheyenne, Wyoming 82009 no later than **2:00 PM, MST, on September 28, 2023**. Bids received after this time will not be considered. Please note for bid delivery

purposes, the hours of operation for LCPW are Monday through Thursday, 6:00 AM to 4:30 PM, MST.

3.2 Delivery of Bids

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

3.3 Pre-bid Information

We will have an optional pre bid meeting on **Thursday September 14, 2023 at 10:00 am**. The pre bid meeting will be held at the Laramie County Public Works Office, located at 13797 Prairie Center Circle, Cheyenne, WY 82009. Each respondent shall contact John Poelma, Public Works Assistant Director at 307-633-4690 or john.poelma@laramiecountywy.gov to discuss the bid with the County, if needed.

3.4 Public RFB Opening

Only the names of the vendors submitting bids will be read aloud at the RFB opening. The bids will be available for inspection during normal business hours in the Laramie County Public Works Department within three (3) working days of the closing date, by appointment. Bid opening will occur on **September 28, 2023, at 2:15 PM** at the Laramie County Public Works office. A complete tabulation of bids will be available after it is completed.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFB openings or meetings should contact the Public Works Department in Cheyenne at (307) 633-4690 at least five (5) days prior to the date.

3.5 Bid Form

- A. See Submittal Requirements for complete details.
- B. Each respondent shall submit THREE (3) complete sets of the bid form, one marked "ORIGINAL" and TWO (2) marked "COPY". The bid shall be submitted on an exact copy of the attached bid form.
- C. The bid form must be signed by an official authorized to legally bind the respondent to all RFB provisions contained herein.
- D. Terms and conditions differing from those in this RFB may be cause for disqualification of the bid.

3.6 Questions Concerning RFB

Questions concerning any portion of this RFB should be directed in writing to John Poelma, Public Works Department, named below, who shall be the official point of contact for this RFB. Mark cover page or envelope(s) "**Automated Radial Stacker with Portable Transfer Conveyor.**"

Submit questions to:

John Poelma
Assistant Director
Public Works
(307) 633-4690
lars.luhrsen@laramiecountwy.gov

3.7 Clarification and Addenda

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

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

3.8 Award

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

3.9 Contract

The contents of this RFB and all provisions of the successful bid deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issued.

The County Commissioners are the sole Contracting Officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Public Works Department at (307) 633-4690.

3.10 Disclosure of RFB Content

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

3.11 Respondent's Responsibility

A respondent, by submitting a bid represents that:

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

3.12 Payment Terms

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

3.13 Minor Irregularities

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

3.14 Deviations

All bids must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Bid Form; otherwise, Laramie County will consider the subject bids as being made in strict compliance with said General Terms & Conditions to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider bids that meet the exact requirements imposed by the General Terms & Conditions; except, however, said bids may not be subject to such rejection where, at the sole discretion of Laramie County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the

RFB process by affecting the amount of the bid such that an advantage or benefit is gained to the detriment of the other respondents.

3.15 Selection Criteria

Each bid shall be evaluated using the following criteria:

1. Proper submittal of ALL documentation as required by this bid
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFB
4. Quality and compatibility of the work proposed
5. Ability to accomplish project in a timely manner
6. The benefits to Laramie County as it pertains to:
 - a. Related experience in the areas covered in the RFB
 - b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
 - c. Experience, ability, and overall quality of past and current projects

3.16 Termination / Cancellation of Contract

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

3.17 Incurred Expenses

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

3.18 Presentations by Respondents

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

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

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

3.19 Minimum Specifications

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

3.20 Respondent's Personnel

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

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

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

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

3.21 Bid Acceptance/Rejection

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

Submittal Requirements

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

Tab 1 – Respondent’s Profile

A brief profile of the firm, including the firm’s overall qualifications to provide services necessary to fulfill all requirements outlined in the project Scope of Work.

Tab 2 - Completed Bid Form (use attached form)

Tab 3 – References

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

Tab 4 – Other Information

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

Disclosures

The laws of Wyoming require that the contents of all bids shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the bid. The entire bid cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.

If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

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

Following the award of the contract, responses to this bid are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a bid are confidential then the respondent must so specify. The respondent must mark in bold red letters the term “**CONFIDENTIAL**” on that part of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the

respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. All parts of bids, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful bid may be considered public information even though parts are marked confidential.

Bids must be signed by a person authorized to commit the respondent to provide the services requested in this RFB. Submission of a signed bid will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets which make up this RFB.

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

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this bid. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this RFB. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for contract termination. Laramie County will decide if an actual or perceived conflict should result in bid disqualification. By submitting a response to this RFB, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

Governmental Immunity

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

Indemnification

To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County, its appointed officials, elected officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County pursuant to any agreement with Laramie County.

Termination

The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFB or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

Force Majeure

Neither the respondent nor Laramie County shall be liable to perform under this RFB or subsequent agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

BID FORM (Attachment)

TO: John Poelma
13797 Prairie Center Circle
Cheyenne, WY 82009
(307) 633-4302

The undersigned hereby declares that [firm name] _____

_____ have carefully examined the specifications to furnish: **One (1) new Automated Radial Stacker with Portable Transfer Conveyor** for which bids were advertised to be received no later than **2:00 PM, MST, September 28, 2023** and further declare that [firm name]

_____ will furnish the said work according to specifications.

Proposed Cost Total Estimated Cost for Project: \$ _____

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

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

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

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

Company _____

By _____ (Print name)

Signature _____

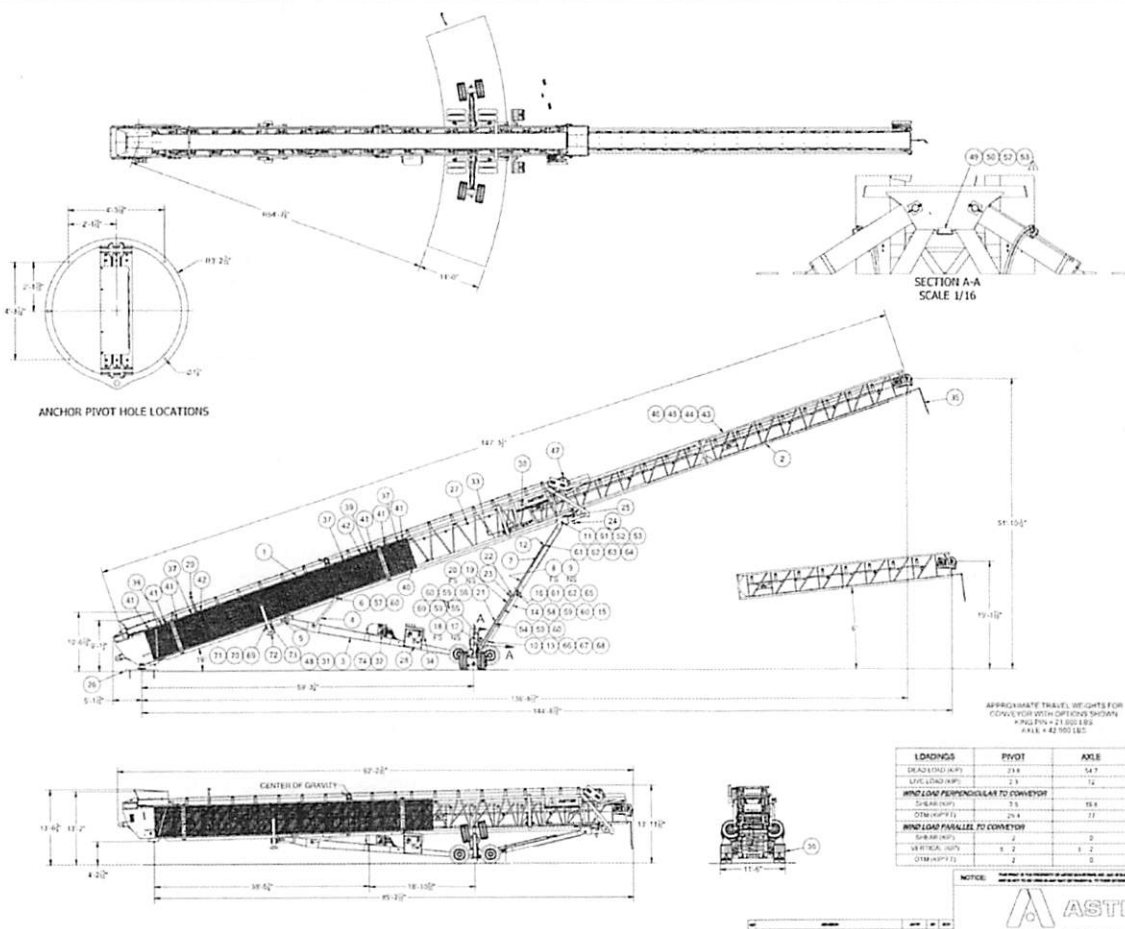
Address _____

City _____ State _____ ZIP _____

Telephone _____ Fax _____

E-Mail Address: _____

DUNS# _____



ITEM	PART NO.	QTY	DESCRIPTION	WEIGHT
1	587485	1	MAIN FR ASSY 33 30150 TELESTACK	30565
2	587486	1	1 FT FR ASSY 33 30150 TELESTACK	11305
3	584625	1	MISC ASSY 33 30150 4WD TELESTACK	13143
4	322796	2	PL 11 75 X 17 60 X 88 50	87
5	227964	2	COVER, FWD	50
6	228044	4	WIND TEG 5 DIA X 12 X 1 00	1
7	316419	1	FRONT LG WELD 33 30150	1272
8	352229	1	MF CYL GRD 33 X 110	54
9	352229	1	MF CYL GRD 33 X 110	54
10	584348	1	1/2 FT TUBE WELD 33 30150	637
11	322000	4	PIPE 44 DIA X 80 25	11
12	322434	2	BELT REMNANT LIFT TUBE	2
13	352232	2	CS 4 X 2 X 48 10	28
14	584819	2	HYD CYL 7.5 X 107 41 3 STD	258
15	334937	2	FIN CYL 2 5 DIA X 15	9
16	137831	2	FIN CYL TO RIG 2 5 DIA X 15	9
17	549967	1	COVER LIFT CYLINDER ROTARS	19
18	549969	1	COVER LIFT CYLINDER ROTARS	19
19	549968	1	COVER LIFT CYLINDER TOP RAS	19
20	549968	1	COVER LIFT CYLINDER TOP LHS	19
21	545030	2	PL 10 X 1 X 1	1
22	316419	1	MF CYL GRD 33 X 110	54
23	316419	1	MF CYL GRD 33 X 110	54
24	146091	1	CABLE CLAMP MICHIGAN ASSY	289
25	141493	1	HEAVY GANTRY SHEAVE 33 30150	1285
26	584337	1	JACKSON PIVOT ASSY 30 INW 2370	1285
27	184289	1	WIRE KIT 1/4" CABLE 13 X 155 130	29
28	582681	1	ELEC ASSY WZ GVN 30 30 10 10 10 10 BELLEF NOX	452
29	584622	1	3L ASB WZ DIV CB 11 15 MP	130
30	584612	1	LOCAL PACKAGE 33 30150	0
31	549911	1	BAR BRKLT PWR FS 60 11 WPL 53	429
32	576445	1	HYD ASSY 33 30150 C55	1290
33	503005	1	CABLE ASSY 33 30150 CUNT	119
34	113146	1	MANUAL COMPARTMENT ASSEMBLY	4
35	337842	1	REL SWITCH ASSY 33 30150	21
36	190574	1	MUD LAP ASSY 33 30150	30
37	560293	1	SC 60 X 60 135 WIDE BLANK	17
38	583028	2	WIRE MESH 16 11 8 X 14 1330W	16
39	516483	2	WIRE MESH 16 11 8 X 14 1330W	16
40	134955	2	PL 20 X 7 1/2 X 8	7
41	383716	12	1/4 IN DIA 2 1/2 X 2 1/2	0
42	148715	18	1/4 IN DIA 2 1/2 X 2 1/2	0
43	2096380	201	PAINT BLACK GRHT	0
44	2096381	602	PAINT PRBR P GRAY	0
45	2096388	302	PAINT GRAY 151	0
46	2096386	302	PAINT PRIMER GRAY	0
47	158035	202	GLASS CH. MCHL PLS 53 HA 210	0
48	121667	762	HYD OIL TELL 33 30150	0
49	181134	1	LEVEL INDICATOR	0
50	85-00010	2	HEX CAP 1/4 IN LNC X 1 1/2	0
51	85-00009	4	HEX CAP 1/4 IN LNC X 3	0
52	85-00002	2	WASHER 5/16 THRU HAPT 1/4"	0
53	85-00155	6	NUT 1/4 IN LNC X 3/4	0
54	85-00046	6	HEX CAP 3/8 IN LNC X 1 1/2	0
55	85-00047	6	HEX CAP 3/8 IN LNC X 1 1/2	0
56	42-12013	18	1/4 IN TAP 1/2 IN LNC	0
57	85-00049	4	HEX CAP 3/8 IN LNC X 1 1/2	0
58	85-00055	2	HEX CAP 3/8 IN LNC X 3	0
59	85-00004	23	WASHER 5/16 THRU HAPT 3/4"	0
60	85-00157	38	NUT 1/4 IN LNC X 3/4	0
61	85-00053	6	HEX CAP 1/2 IN LNC X 1 1/2	0
62	85-00006	4	WASHER 5/16 THRU HAPT 1/2"	0
63	85-00041	4	LOCKWASHER MLDUM 1/2"	0
64	42-12010	4	HEX NUT 1/2 IN LNC	0
65	42-12119	2	NUT 1/4 IN LNC X 3/4	0
66	85-00146	6	HEX CAP 3/8 IN LNC X 1 1/2	0
67	85-00009	16	WASHER 5/16 THRU HAPT 3/4"	0
68	42-12111	3	NUT 1/4 IN LNC X 3/4	0
69	85-00201	8	HEX CAP 1/2 IN LNC X 3	0
70	85-00111	16	WASHER 5/16 THRU HAPT 1/2"	0
71	42-12010	4	HEX NUT 1/2 IN LNC	0
72	376270	2	LANDING JACK FIG 33 30150	276
73	376844	2	PIPE 1 1/2 X 10'	1
74	268152	1	THEATER ELECTRIC 2000W 60V	0

APPROXIMATE TRAVEL WEIGHTS FOR CONVEYOR WITH OPTIONS SHOWN
* PWR IN = 21 000 HP
* AXLE = 42 000 LBS

LOADINGS	PIVOT	AXLE
DEAD LOAD (K)F	214	147
LIVE LOAD (K)F	23	12
WIND LOAD PERPENDICULAR TO CONVEYOR		
OSM (K)F	1.5	16.8
OTM (K)F (1)	29.4	21
WIND LOAD PARALLEL TO CONVEYOR		
OSM (K)F	2	0
OTM (K)F (1)	8	0

**** NOTE ****
WIND LOAD: ASCE 7-10 103 MPH BASIC WIND SPEED

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ASTEC

REV	DATE	DESCRIPTION
1	12/14/2022	196

420164

STANDARD WARRANTY - DOMESTIC
Effective December 2016

Kolberg-Pioneer, Inc. ("KPI"), Johnson Crushers International, Inc. ("JCI"), or Astec Mobile Screens, Inc. ("AMS"), as applicable, warrants the PRODUCTS (defined to include new machinery, parts and/or accessories) it manufactures (as a "Manufacturer") to the extent set forth herein (the "Warranty") to first end-users who purchase the PRODUCTS directly from Seller ("Seller" is defined as the company, among KPI, JCI or AMS that issues the Order Acknowledgement for PRODUCTS that are subject to the Warranty; a Seller may be a Manufacturer). Manufacturer extends this same Warranty to authorized Dealers who purchase the PRODUCTS from Seller for resale, and such Dealers are authorized to extend this same Warranty (and no other) to each purchaser of the PRODUCTS at the time of sale and to notify each purchaser of the terms and conditions of this Warranty. Dealer is not authorized by KPI, JCI or AMS to make any other, different, or additional warranty on behalf of KPI, JCI or AMS, and any such warranty given by Dealer is not binding on KPI, JCI or AMS. Dealer shall hold KPI, JCI and AMS harmless from any claim, loss and/or costs (including attorneys' fees) arising from failure to observe these conditions.

Manufacturer warrants, commencing with the date of receipt of the goods by first end-user and for a period of one (1) year or two thousand (2000) hours of use, whichever comes first, all new PRODUCTS manufactured by Manufacturer to be free from defects in workmanship and material*. Immediately upon discovery of any alleged defect, notice must be provided in writing by Buyer to Seller and Manufacturer and in no event will any claim be accepted that is made more than thirty-six (36) months after the date of shipment of the new PRODUCTS to the Dealer or to the first end user, in the case of a direct sale. If, within such warranty period, any PRODUCT shall be proved to the satisfaction of Manufacturer to be defective, it shall be replaced or, at the option of Manufacturer, repaired at its factory, providing the defective PRODUCTS are returned to Manufacturer's manufacturing plant, freight prepaid. At its option, Manufacturer may repair, or arrange to have repaired, any defective PRODUCTS at the location of the Dealer, at the yard location or operating site of the first end-user, or at any other suitable location, at no charge to first end-user and at no charge to Dealer other than those specified in its Dealer's Agreement. The right to have defective PRODUCTS repaired or replaced shall constitute Dealer's and first end-user's sole and exclusive remedy. Repair or replacement of PRODUCTS pursuant to this warranty shall not extend or renew the original warranty period for any PRODUCTS repaired or replaced. Any PRODUCTS repaired or replaced under this warranty (including any replacement machinery or part) will be warranted for the remaining warranty period only.

Manufacturer, through Seller, may, at its sole discretion, refund the purchase price of the defective PRODUCTS in lieu of repairing or replacing them, providing the defective PRODUCTS are returned to Manufacturer's manufacturing plant, freight prepaid, and providing such return is authorized in advance by Manufacturer. Manufacturer may, at its sole discretion, waive the requirement that defective PRODUCTS be returned to its factory in connection with a warranty claim.

An end user-purchaser or Dealer who ships PRODUCTS to the factory for inspection and possible quotation for repair must agree to the terms of the repair and quotation within thirty days. If not, the PRODUCTS must be moved and shipped from the factory at the expense of the end user-purchaser or Dealer, otherwise a storage fee will be charged equal to \$2.50 U.S. per square foot per month or part thereof.

It is Manufacturer's policy that all returns are shipped prepaid, DDP- Yankton, South Dakota USA, Eugene, Oregon USA, or Sterling, Illinois USA as applicable. All transportation and clearance fees at the origin and destination are the responsibility of the returning party. Neither Seller nor Manufacturer is responsible for any penalties due to the inappropriate Customs filings, including ISF. KPI-JCI & AMS Return Authorization must be completed prior to return, and a pre-advice of the return routing must be furnished to Manufacturer prior to making the return goods shipping arrangements.

IMPORTANT NOTICE: New U.S Customs ISF Enforcement: As of January 26th, 2010, U.S. Customs is imposing a penalty up to \$5,000 for failure to file a proper ISF transmission on ocean shipments coming into the U.S. There are also penalties for failure to file timely and accurately. If you need assistance in this matter, or with clearing the shipments through U.S. Customs, contact Seller.

The obligation of Manufacturer under the terms of this Warranty is limited to the described repair or replacement of defective PRODUCTS by Manufacturer. With regard to machinery, parts or accessories which are furnished but not manufactured by Seller or Manufacturer, the warranty obligation of the original equipment Manufacturer shall be passed through to the customer or Dealer but not otherwise warranted by Seller or Manufacturer. No warranty shall apply to any used machinery or parts. No warranty shall apply to the PRODUCTS of Manufacturer which, in its opinion, have been adversely affected by the use, on or with its products, of parts, attachments, equipment or lubricants not manufactured or authorized by Manufacturer.

Manufacturer reserves the right to make any design changes, or added improvements to its PRODUCTS at any time without incurring any obligation to make or install the same on units previously delivered.

No warranty shall apply to PRODUCTS which have been furnished, repaired or altered by others so as (in the opinion of Manufacturer) to have affected the same adversely. No warranty shall apply to PRODUCTS which (in the opinion of Manufacturer) have been subject to accident, negligence, or improper operation, installation, maintenance, storage, care or other-than-normal use including without limitation operating same outside the normal range of design limits, during and after

**STANDARD WARRANTY DOMESTIC – continued**

shipment. Any parts or labor furnished by Manufacturer, or other expenses incurred, in anticipation of a warranty claim which is later determined not to be covered by the terms of this Warranty shall be payable to Manufacturer upon receipt of an invoice for such charges.

No warranty shall apply to any PRODUCTS adversely affected, in Manufacturer's sole judgment, by such PRODUCTS being used with any machinery, part or accessory not manufactured or authorized by Manufacturer and field modifications, retrofits, or attachments installed on Manufacturer's machinery, parts or accessories by others. Only Manufacturer approved modifications and retrofits may be installed on PRODUCTS produced by Manufacturer. Written authorization must be obtained from Manufacturer's Engineering or Service Managers prior to any non-Manufacturer modifications or replacement parts being installed on Manufacturer's PRODUCTS.

No warranty is extended to normal maintenance items such as replacement of grease, hydraulic oils, lubricants, and other fluids, filters, fuses, o-rings, shop supplies, basic alignments and adjustments, hammer and wear liner maintenance, screen cloth installation and tensioning, chute work, and tightening of bolts, nuts and fittings, etc., or any wear parts subject to normal wear.

No warranty shall apply to damage resulting from improper long-term storage or failure to rotate, lubricate, or operate equipment and electric drive components during periods of inactivity of more than one (1) month. Likewise, no warranty shall apply to electrical damage as the result of improper storage, physical damage, improper grounding, over-voltage, power surges, single phasing, lightning strikes, or excessive cycling of power to starters, variable frequency drives (VFD), or electrical components over a short period of time as limited by the supplier of the component.

Manufacturer warrants that field services conducted by it in connection with installation or repair of PRODUCTS will be performed in a good workmanlike manner. The obligation and liability of Manufacturer in connection with field services shall be limited to a refund of the amount it charged for such services, if any.

Inasmuch as the work to be performed by the buyer or end-user with the Manufacturer's PRODUCTS will vary according to the materials used, local conditions, and the results required and that such variation will continue throughout the use of such PRODUCTS, it is not possible to (and Manufacturer does not) warrant or represent that PRODUCTS manufactured by it will handle specific materials or will produce specific results from such materials. Any application analysis and resultant equipment performance expectations are provided as estimates only and are not to be construed in any manner as a production guarantee.

Manufacturer is wholly discharged of all liability under the foregoing warranties in the event that purchaser of the PRODUCTS fails to pay for the PRODUCTS promptly and in accordance with the terms of the purchase agreement.

Manufacturer's liability hereunder is conditioned upon Dealer or first end-user giving notice in writing to Seller and Manufacturer of any alleged defect, and such notice must be given immediately upon the discovery of such alleged defect.

Manufacturer does not warrant or represent that any PRODUCTS manufactured by it meet any Federal, state or local statutes, codes, ordinances, rules, standard or other regulations covering safety, pollution, noise, electrical wiring, etc.

This limited warranty extends only to the original first end user and is not transferable. No subsequent owner or user shall have any rights or claims under this limited warranty policy. This limited warranty policy may not be modified except pursuant to a written agreement signed by Manufacturer.

SELLER EXTENDS NO WARRANTIES OF ANY KIND EXCEPT TO THE EXTENT SELLER IS ALSO A MANUFACTURER AND, IF A MANUFACTURER, ONLY TO THE EXTENT A MANUFACTURER EXTENDS THE WARRANTY CONTAINED HEREIN.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT THE WARRANTY OF TITLE) INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF NON-INFRINGEMENT, AND ANY IMPLIED WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE, EACH OF WHICH IS EXPRESSLY DISCLAIMED. NEITHER SELLER NOR MANUFACTURER SHALL BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER WITH RESPECT TO MACHINERY, PARTS, ACCESSORIES, OR SERVICES MANUFACTURED OR FURNISHED BY IT OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. UNDER NO CIRCUMSTANCES SHALL KPI, JCI OR AMS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, EXPENSES, LOSSES OR DELAYS HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ATTORNEYS' FEES OR COSTS OF LITIGATION. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

NEITHER SELLER NOR MANUFACTURER SHALL BE SUBJECT TO LIABILITY FOR ANY LOSSES, EXPENSES OR DAMAGES ARISING FROM ANY NEGLIGENCE BY IT OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN CONNECTION WITH THE MANUFACTURE, SUPPLY, OR INSTALLATION OF PRODUCTS, OR THE PROVISION OF SERVICES.

*Provided, however, for Vanguard Plus Series Jaw Crusher unit only, consisting of pitman assembly and crusher base, excluding entire chassis and mount structure, warranty shall be two (2) years or four thousand (4000) hours of use, whichever comes first.



5000 Vasquez Blvd., Denver, CO 80216 Phone: 303-355-5900 Fax: 303-388-9328
2340 I-70 Frontage Rd. , Grand Junction, CO 81505 Phone: 970-241-1550 Fax: 970-241-0166
2259 Commercial Blvd., Colorado Springs, CO 80906 Phone: 719-576-5541 Fax: 719-576-5602
2600 Center Drive Milliken, CO 80543 Phone: 970-587-1188 Fax: 970-587-1190

Laramie County Public Works
13797 Prairie Center Circle
Cheyenne, WY 82009

November 14, 2023

Subject: Belt Scale for Transfer Conveyor

Thank you for providing the opportunity to quote the belt scale for the transfer conveyor.
Price: \$11,400.00

This includes all parts, labor, travel, etc. with complete installation on the transfer conveyor.

Please also see the attached brochure for your reference.

Sincerely,



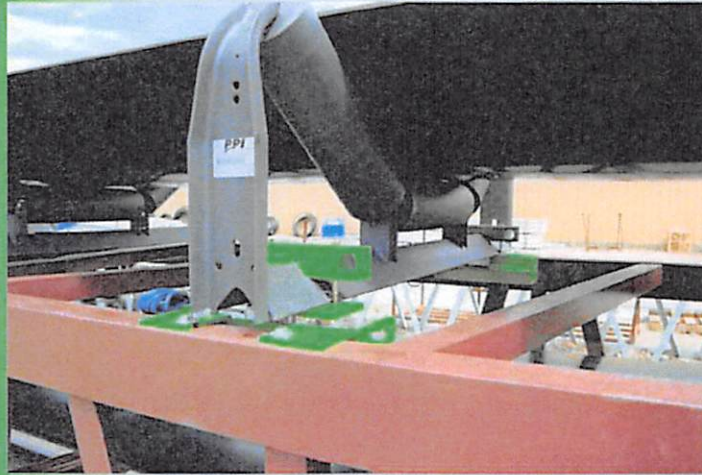
Joe Domenico
Territory Manager
Mobile | (307) 752-0273
jdomenico@powermotivecorp.com
7854 Hutchins Drive
Cheyenne, WY 82007

MCR Technologies Group, Inc.

Home of the *Weigh Shark*, not just another scale company!



Weigh Shark CEMA Idler Belt Scale



- Single Idler Standard Scale
- Specifically designed for conveyors with CEMA B, C and D troughing idlers
- Weigh Bridge comprised of two separate assemblies, each with one load cell
- Load Cell assemblies bolted to each side of the conveyor frame
- Standard load cells available in #150, #250, and #500 capacity
- Standard accuracy $\pm 1\%$ for a single idler scale. Optional $1/2\%$, $1/4\%$ and $1/8\%$ accuracy available with additional weigh bridge assemblies
- Hardware is powder coated. Stainless steel hardware available upon request
- Refer to the Integrator Brochure for complete specifications of the control box

MCR Technologies Group, Inc is a North American Distributor
for the following German Companies

MCR Technologies Group, Inc
P.O. Box 1016 Sterling, IL 61081
815.622.3181
www.weighshark.com
sales@weighshark.com

CASSEL

Digital Metal Detector

CONVEYOR
SAFETY SWITCHES



FAE
AGGREGATE
METAL DETECTORS

Analog Metal Detector

MOTIVE POWER INC

Unique Entity ID DAECBMBBNJP7	CAGE / NCAGE 5AFX4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 4, 2024	
Physical Address 320 7TH ST Petaluma, California 94952-4145 United States	Mailing Address PO Box 7457 Cotati, California 94931 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District California 02	State / Country of Incorporation California / United States	URL http://www.motive-power.com

Registration Dates

Activation Date Oct 6, 2023	Submission Date Oct 5, 2023	Initial Registration Date Jan 9, 2009
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Entity Dates

Entity Start Date Jan 2, 2005	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
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Profit Structure
For Profit Organization

Socio-Economic Types

Women-Owned Small Business

Women-Owned Business

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

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
5AFX4

Points of Contact

Electronic Business

🔗
Angel Lance, President/CEO

320 7TH Street
Petaluma, California 94952
United States

Government Business

🔗
Angel Lance, President/CEO

320 7TH Street
Petaluma, California 94952
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541611	Administrative Management And General Management Consulting Services
	541519	Other Computer Related Services
	541618	Other Management Consulting Services
	541990	All Other Professional, Scientific, And Technical Services
	561499	All Other Business Support Services
	611430	Professional And Management Development Training

Product and Service Codes

PSC	PSC Name
R405	Support- Professional: Operations Research/Quantitative Analysis
R406	Support- Professional: Policy Review/Development
R408	Support- Professional: Program Management/Support

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
California Minnesota Washington	(blank)	(blank)